

## Freeborn & Peters LLP

David J. Fletcher, MD, MPH, FACOEM  
February 2, 2010  
Page 2

on your matter(s). You agree that these monthly bills first will be applied against the security retainer and for any remaining balance, you either will replenish the security retainer if asked, or pay the monthly statement when due. If, at the time your representation by Freeborn & Peters is terminated, any portion of the security retainer remains unearned, Freeborn & Peters will return the unearned portion of the retainer to you.

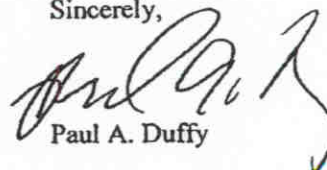
In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to yours. In that regard, it is our policy that our representation does not extend to its parents, subsidiaries, employees, officers, directors, shareholders, partners or other affiliates, except the you.

In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family.

Accompanying this letter is a memorandum that outlines Freeborn & Peters' other terms of engagement. If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you. We look forward to a long and mutually rewarding relationship with you.

Sincerely,



Paul A. Duffy

PAD/mk

Freeborn & Peters LLP

David J. Fletcher, MD, MPH, FACOEM  
September 15, 2010  
Page 2

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*Paul A. Duffy*  
Paul A. Duffy *adl*

PAD/mkl  
Enclosure

## Freeborn & Peters LLP

David J. Fletcher, MD, MPH, FACOEM

May 5, 2009

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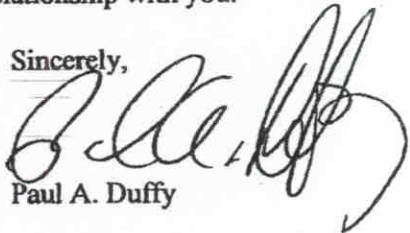
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Paul A. Duffy

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