

Ex. 2

Ex B. to the Declaration of Eugene T. D'Ablemont (docket entry no. 43),
dated March 19, 2011

February 1, 2000

Mr. Eugene D'Ablemont
Kelley, Drye & Warren
101 Park Avenue
New York, NY 10178

Dear Gene:

I appreciate your notifying us of the possible upcoming changes at Kelley Drye and Warren. While I understand your firm's position on partnership advancement, it creates a rather difficult situation for our company as we move forward. The law firm of record for most, if not all of the [redacted]-owned business, is [redacted] and has been a notable exception for our entire history. Despite [redacted] best efforts to reverse this situation, we have remained a Kelley Drye client largely in part to your personal involvement in the growth of our company from 1970 to the present day. Obviously, [redacted] shares this view or we would have been using [redacted] years ago. As important as your actual legal work has been, the interpersonal relationships you have established with our long-term clients has been an enormous asset to us. This asset is not easily replaced. As such, we do not feel that any significant changes in our legal representation is in our long term best interests. Should your firm's policy dictate such change it may just be easier to fail in line with the rest of the [redacted] Companies. Although we have an enormous amount of respect for the other partners we have worked with at Kelley Drye, and wish to continue to utilize their service, we want you to continue to act as [redacted] lead counsel. Hopefully you will be able to work this out with your partners.

I envision your continuing to act as you do now in representing us and supervising the other Kelley Drye partners, notably Chris Drewes and Tom Kinzler, who you choose to assist you in working our account. We will pay Kelley Drye for everyone's time, but yours. Effective as of January 1, 2000, your time will be charged directly to [redacted] under an agreed-to retainer agreement. In effect, you will be [redacted] counsel, with authority to select Kelley Drye or any other firm to assist you.

You also can continue, as now, to service other accounts at Kelley Drye, as long, as now, [redacted] gets you when we need you.

We will review and continue this arrangement so long as it continues to be beneficial to both parties, i.e., terminable at will by either as in any attorney/client relationship.

Regards,

CONFIDENTIAL

KDW04298

REDACTED

March 15, 2000

Eugene T. D'Ablemont, Esq.
Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

Dear Gene:

Recently, [redacted] shared with me your new status at Kelley Drye and that [redacted] had entered into a special retainer agreement with you to ensure that you personally would continue to act as [redacted] lead counsel, with authority to select Kelley Drye or any other law firm to assist you in representing [redacted].

We at [redacted] want to enter into the same type of arrangement with you. We too want you to continue to act as [redacted] lead counsel and will retain you personally to that end, effective beginning this month. I understand you will bill us directly under our agreed-to retainer agreement and that Kelley Drye will bill us for hourly charges not attributable to the retainer agreement.

As in the case with [redacted], we will review and continue the above arrangement so long as it continues to be beneficial to both of us, i.e., terminable at will by either of us as in any attorney/client relationship and you are free, as now, to continue to service other accounts at Kelley Drye so long as [redacted] gets you, personally, when we need you.

Sincerely,

President

Best, personal regards,

NEW YORK ATLANTA BOS TONCHICAGO LOTT/CHICAGO LEVELAND DALLAS HOUSTON LOS ANGELES MINNEAPOLIS PHILADELPHIA SAN FRANCISCO ST. LOUIS SEATTLE TAMPA

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