



COHRSSSEN
ENVIRONMENTAL
INC.

*Occupational Health
and Environmental
Engineering*

1990 Lombard, Suite 200
San Francisco, CA 94123
Phone: 415-775-1105
Fax: 415-775-4163

January 6, 1997

Ted Voorhees, Jr.
Covington & Burling
1201 Pennsylvania Ave. N. W.
P.O. Box 7566
Washington, D.C.

RE: Industrial Hygiene Consulting

Dear Mr. Voorhees:

This is to confirm that Covington & Burling ("Counsel") has retained Cohrssen Environmental, Inc., a California corporation, to provide expert consulting and backup support service in the above matter.

Charles H. Powell ("Expert") will provide consulting services to you as you request and direct. He will report to you verbally of the work, progress, and findings. He will provide a written report of findings and recommendations as required by you. Should Expert require backup support in order to handle tasks efficiently that you assign, he will use the support services of other members of the Cohrssen Environmental, Inc. staff. If highly specialized support is required, which cannot reasonably be provided by the support staff of Cohrssen Environmental, Inc., in consultation with you, may employ additional support personnel.

Counsel shall compensate Cohrssen Environmental, Inc. for services provided, such as hourly fees for deposition and court appearances, analysis, backup support and reimbursable costs and expenses as provided on the Cohrssen Environmental, Inc. Fee Schedule. Rates may change in the future, but Counsel will first be notified in writing. Cohrssen Environmental, Inc.'s fees will be paid in full regardless of the opinions rendered or the outcome of this litigation or negotiations.

Bills will be sent directly to Covington & Burling on a monthly basis and will set forth in sufficient detail to allow Counsel to identify services rendered and expenses incurred. In some circumstances, bills may be sent more frequently. All billing statements shall be paid within thirty (30) days of the statement date. Counsel and Counsel's client agree that each shall be jointly and severally liable for all amounts due to Cohrssen Environmental, Inc.

If Cohrssen Environmental, Inc.'s statements are not paid when due, Cohrssen Environmental, Inc. may, by written notice to Counsel, suspend all services hereunder and, if payment is not made within ten (10) days following such notice, terminate this agreement for cause. Any such termination shall not relieve Counsel or Counsel's client of their obligation to pay all amounts due hereunder. Cohrssen Environmental, Inc.'s engagement may be terminated upon reasonable notice by Counsel.



In the event that Cohrssen Environmental, Inc. is requested pursuant to subpoena or other legal process to produce documents relating to engagements for Counsel in judicial or administrative proceedings to which Cohrssen Environmental, Inc. is not a party, Counsel shall reimburse Cohrssen Environmental, Inc. at the standard billing rates for its professional time and expenses, including reasonable attorney fees, incurred in responding to such requests.

The work undertaken by Cohrssen Environmental, Inc. in connection with this action is being done for and under the direction of Counsel and, accordingly, is part of Counsel's work-product. All documents provided to or prepared by Cohrssen Environmental, Inc. are the property of Counsel and will not be destroyed by Cohrssen Environmental, Inc. without Counsel's authorization. In addition, Cohrssen Environmental, Inc. acknowledges and agrees that any confidential or privileged information which is disclosed to or which is developed or learned by Cohrssen Environmental, Inc. pursuant to the performance of services pursuant to this agreement, shall be maintained in confidence. Cohrssen Environmental, Inc. shall not disclose any confidential or privileged information to any third party; provided, however, that Cohrssen Environmental, Inc. may disclose confidential or privileged information to (a) Cohrssen Environmental, Inc.'s employees or agents who are to provide services under this agreement, (b) with Counsel's written consent, and (c) when legally required to do so. Dr. Powell and/or Cohrssen Environmental, Inc. will not publish any article that discloses confidential or proprietary information. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources.

Please sign this letter to confirm this agreement and return it to me at your earliest convenience.

Very truly yours,

Barbara Cohrssen

AGREED AND ACCEPTED:

BY _____
Covington & Burling

Dated _____