

EXHIBIT 2

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August 31, 2016

Ms. Blaire Hickman
Brewer & Pritchard, P.C.
3 Riverway, Suite 1800
Houston, TX 77056

Sent via email hickman@bplaw.com

Re: In re: ABC Dentistry, P.A., Case No. 16-34221; ABC Dentistry West Orem, P.L.L.C., Case No. 16-34225; and ABC Dentistry Old Spanish Trail, P.L.L.C., Case No. 16-34222; Saeed Rohi v. Iraj S. Jabbary et al., Adversary Proceeding No. 16-03193

Dear Blaire:

This letter confirms our representation of Dr. Saeed Rohi in the cases and related adversary proceeding referred to above and your firm's obligation to pay our fees and expenses for such representation.

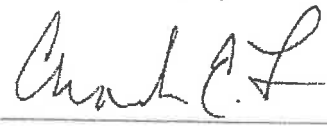
1. Our fees for legal services are based primarily on the hourly rates for each lawyer and legal assistant at the time the services are rendered. Our current rates are \$230 to \$395 per hour for associates, \$400 to \$450 per hour for partners and of counsel, and \$110 per hour for legal assistants. My hourly rate for these matters will be \$395.00 per hour.
2. It is our policy to bill our clients each month for fees and out-of-pocket expenses. Each lawyer and legal assistant records the time required to perform services, and these records are the basis for our invoices. These invoices will generally describe services performed and the expenses incurred. For large expenses, if any, we may request the vendor bill you directly. Our invoices are due when you receive them.
3. Upon your signing of this fee agreement, we require the payment of a retainer of \$5,000.00 that will be applied to the payment of our invoice(s).

4. Our agreement to continue to provide legal representation to Dr. Rohi is conditioned on the execution of this engagement letter and the payment to the Firm of the retainer of \$5,000.00.
5. By your signing this engagement letter, you agree that we will not be required to continue to provide services to Dr. Rohi should you not pay any of our invoices or should you not pay the retainer. If you do not pay any of our invoices, we may seek permission of the court to withdraw as Dr. Rohi's attorneys.
6. Dr. Rohi may terminate us from this representation at any time. We will be entitled to receive compensation from you for all services rendered and all disbursements made under the provisions of this agreement up to the time of termination.
7. This agreement is governed by the law of the State of Texas.

At the end of our representation, please let us know if you or Dr. Rohi need any document from our files. We retain documents for a limited period of time and then destroy them in accordance with our record retention policy then in effect.

Please sign a copy of this letter in the space below, expressing your agreement to the terms and conditions set forth above. After we have received your signed copy of the letter and the required retainer, we will continue our representation.

Cage, Hill & Niehaus, L.L.P.

By: 
Charles E. Long

AGREED TO AND ACCEPTED:

Brewer & Pritchard, P.C.

By _____
Blair Hickman