



Alexandria Transit Company Legal Counsel Interviews



**November 8, 2024 @ 9:30 am
Meeting Held electronically via ZOOM**

- I. Turner Holden & Turner—Mary Gayle Holden & Brian Turner**

- II. Shannon & Wright, LLP—Minturn Wright**



Turner Holden & Turner--\$400/hour

TURNER HOLDEN & TURNER

WOODROW W. TURNER, JR. (RETIRED)
MARY GAYLE HOLDEN
BRYAN S. TURNER

*PARTNER TO THE MARQUIS LAW GROUP

MARY GAYLE HOLDEN
Unit D-1, 210 N. 21st Street
Purcellville, Virginia 20132
Telephone: (703) 669-9090
Cell: 703-477-8641
Facsimile: (703) 771-4991
MGHolden@THTlawfirm.com

SENT BY EMAIL AND REGULAR MAIL

October 16, 2024

Mr. Joshua Baker
Chief Executive Officer & General Manager
Alexandria Transit Company (DASH)
3000 Business Center Dr,
Alexandria, VA 22314

Dear Josh:

Bryan and I enjoyed speaking with you the other week. We appreciate the opportunity to submit our letter for consideration by DASH for Turner Holden & Turner to serve as legal counsel for DASH. This letter will set out the terms of our proposed representation.

Scope of Engagement - What We Will Do

We would represent DASH in matters relating to corporate organization and management for DASH, and will serve as the legal representative of DASH. We would be working for the Board of Directors and would be advising the Directors and you on matters which you bring to our attention.

Fees/Expenses/Billing

Bryan and I will be responsible for overall coordination of legal services for this representation. We may call upon other attorneys and paralegals in the firm whom we believe have the ability to serve you as efficiently and effectively as possible. The firm currently charges \$400.00 per hour for work performed by Mary Gayle and \$400.00 per hour for work performed by Bryan. A legal assistant may also work on matters concerning the engagement under the supervision of an attorney at the current rate of \$225.00 per hour.

I am enclosing our resumes. As you see, I have had a long history representing local transit in Virginia, and Bryan has been involved for several years now, attending Board meetings and working as needed on specific matters.

TURNER HOLDEN & TURNER

Mr. Joshua Baker

October 16, 2024

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If you have any questions, please do not hesitate to contact me. Again, we very much appreciate the opportunity to represent you, and we look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Gayle Hoden". The signature is fluid and cursive, with the first name "Mary" and last name "Hoden" being the most legible parts.

Mary Gayle Hoden

MARY GAYLE REYNOLDS HOLDEN

Married, with four sons

Purcellville, Virginia 20132

MGHolden@attorneyholden.com

Experience:

Turner ,Holden & Turner - July, 2017 to present. Partner. Continuation of practice as Turner & Kinney.

Sole practioner 2004 to June, 2017). Law practice emphasizes general corporate matters, business transactions, and commercial real estate law. Licensed to practice in Virginia and the District.

Foley & Lardner, Washington, D.C. (2001 - 2004). Of Counsel - advised closely-held local and national businesses in all aspects of general business law; handled commercial lending transactions for borrowers and lenders, commercial real estate transactions, technology licensing and technology transfer agreements, stock/assets purchases and sales; business partnering and joint ventures, mergers and acquisitions for closely-held companies, employment agreements, real estate and business litigation, and general business matters.

Hopkins & Sutter, Washington, D.C. (1997 - 2001.) Partner - handled commercial lending transactions for borrowers and lenders, commercial real estate transactions, technology licensing and technology transfer agreements, business partnering and joint ventures, mergers and acquisitions for closely-held companies, and litigation relating to corporate, real estate, and estate matters. (Hopkins & Sutter merged with Foley & Lardner as of February 1, 2001.)

Leonard, Ralston & Stanton, Washington, D.C. (1990 - 1997). Partner - handled commercial lending transactions for borrowers, real estate transactions, technology licensing and technology transfer agreements, business partnering and joint ventures, mergers and acquisitions for closely-held companies, commercial lending transactions, general business and real estate matters and related litigation. (Leonard, Ralston & Stanton attorneys merged with Hopkins & Sutter in January 1997.)

Calligaro & Mutryn, Washington, D.C. (1988-1989). Senior Associate - handled matters relating to commercial lending transactions, commercial real estate transactions, general business matters and related litigation, and corporate and estate planning for closely-held businesses and their owners and key management.

Potomac Development Company, Fairfax, Virginia (1986-1988). Great Falls, Virginia. In-house counsel for diversified, family-owned companies (clients of prior firm) involving corporate matters and real estate development; employment issues, handled commercial lending transactions, corporate acquisitions, real estate transactions, environmental matters, employment issues, general business matters, and corporate strategic planning.

Frank, Bernstein, Conway & Goldman, McLean, Virginia (1985). Associate - specialized in real estate transactions, representing various lenders in loans secured by real estate and other collateral, and handling commercial lending transactions, commercial leasing, and general business matters.

Sole Practitioner, Sterling, Virginia (1983-1984). Practiced in areas of real estate; corporate law, commercial lending transactions, estate planning, and business litigation.

McGuire, Woods, Fairfax, Virginia (1980-1983). Associate - practiced in areas of commercial transactions, real estate development, real estate leasing transactions, estate planning, and zoning litigation.

Education:

University of Virginia School of Law, Charlottesville, Virginia, J.D., 1980; editor, Virginia Law Weekly; member, Phi Alpha Delta.

Roanoke College, Salem, Virginia, B.A., cum laude, 1970; President of Phi Honor Society; Cardinal Key Honor Society, Outstanding Junior; Junior Scholar; Senior Scholar; member of Delta Gamma Sorority; member of Honor Council, 1979; varsity letter in four sports.

Commissions and Boards:

Committee for Dulles, Past President, 2003 - 2005; Director, 1998 - present; General Counsel, 2006 - present.

Dulles Regional Chamber of Commerce, Chairman for 2014 - 2015, Board Director and General Counsel, 2008 - present; secretary, 2012 to 2014; Chair, 2014 to 2016.

Purcellville Business Association - Secretary, 2014 - 2018, Board member since 2015, President from December, 2017 to present

Last Tuesday Club - Member

Loudoun County Economic Development Commission, Commissioner (appointed by Board of Supervisors), 2003 - 2008, Member of Executive Committee 2004 - 2006.

Fairfax Choral Society, Director, 1982 - 1990; Advisory Board 1990 - 2009, Director, 2009 - 2012.

Loudoun Arts Council, Director 2005 - 2009; Advisor to the Board 2009 - 2015.

Zonta International, Loudoun Chapter, 2005 - 2009, Co President, 2009.

Advisory Board of George Washington University Loudoun Campus, Member, 2003 - 2007.

Advisory Committee for Emerging Technology for Joint Commission on Technology and Science, Virginia General Assembly - appointed for 2004 and 2005.

Women in Technology, Director, 1998 - 2002; Co-Chair, Advocacy Committee, 2001 - 2002.

Loudoun Volunteer Financial Council, Advisory Board, 2002 - 2010; still serve as counsel when needed.

American Cancer Society, Director of Loudoun Chapter, 1997 - 2002; Unit Representative, 1999 - 2002.

Affirmative Action Committee for Loudoun County, Virginia, Appointee, 1998 - 2000.

Honors:

Who's Who in American Law

Who's Who in America

Hal Landers Award for service in 2004 (presented by Committee for Dulles)

Purcellville Business of the Year award

Personal achievements:

Married to Peter Holden since 1985, have four sons and five grandchildren

Climbed Mount Kilimanjaro, 2011

Co-led Global Village Habitat for Humanity building teams in South and Central America for six years

Hiked Inca Trail to Machu Picchu and sister city, 2015

BRYAN SCOTT TURNER

TURNER, HOLDEN & TURNER, PLLC

Leesburg, Virginia 20176

bturner@thtlawfirm.com
(703) 946-6885

OVERVIEW

Dedicated and motivated attorney and real estate broker with 20 years of experience in the real estate and business industry, both as a realtor and broker and as a paralegal and attorney. I possess extensive knowledge, negotiation skill and understanding of land use, sales and acquisitions and local real estate procedure, as well as, a wide array of business contracts and procedure.

EXPERIENCE

Turner, Holden & Turner, PLLC
Leesburg, VA

April 2004- October 2024
Paralegal and Attorney

Turner Realty, LLC
Leesburg, VA

April 2009- October 2024
Principal Broker and Realtor

- Negotiating property sales and acquisitions and drafting contracts and leases on behalf of clients
- Assisting with Eminent Domain and Inverse Condemnation Proceedings
- Managing land development applications, including rezonings, special exceptions and subdivisions.
- Coordinating with applicants, county agencies, the Board of Supervisors, the Planning Commission, and County Administration to resolve complex issues related to land development applications
- Negotiating proffers and conditions with applicants that meet the Board of Supervisor's policy objectives, strategic plan, and overall vision for the County
- Drafting legal advertisements and postings for properties pursuant to the Virginia Code
- Providing guidance to applicants on processing steps, resolution of issues, and coordination with the public
- Analyzing and processing complex land development applications including preliminary subdivision plats, record plats and final development plans
- Processing and review bonds and deeds related to land development applications with the County Attorney's Office

EDUCATION

Loudoun County High School
Degree: High School Diploma

September 1994-June 1997

Virginia Polytechnic and State University
Degree: Bachelor of Science (Psychology and Business)

September 1997-May 2002

Virginia Board of Bar Examiners Law Reader Program
Licensure: Attorney and Counselor at Law

January 2017-October 2019
April 2020 – Present

LICENSURE

Virginia Real Estate Sales Person License
Virginia Real Estate Broker’s License
Virginia Law License

February 2003-Present
April 2009 – Present
April 2020 - Present

EXTRA-CURRICULAR ACTIVITIES & MEMBERSHIPS

Loudoun Community Media
Loudoun County Bar Association
Loudoun Heritage Farm Museum
Loudoun Soccer
Loudoun County Bar Association
Dulles Area Association of Realtors
Loudoun County Circuit Court Internship (2018)

Vice President – Board of Directors
Treasurer – Board of Directors
Vice President - Board of Directors
Volunteer Soccer Coach

LEADERSHIP SKILLS

- Outstanding Interpersonal Skills
- Aptitude to Effectively Manage Competing Priorities
- Client Service Oriented
- Decisive and Genuine
- Consistent and Dependable
- Self-Motivated
- Lead by Example
- Dedicated
- Organized
- Confident
- Positive Attitude
- Open-minded



Minturn Wright—\$525/hour, volume discounts if the volume can be set in advance.

Additional notes:

- For the attached legal services agreement, Section 2.2 deposit would be like a retainer, but the firm would draw from it with the billings, after which the firm would ask for it to be replenished.
- Mr. Wright would be the primary lawyer, but it is the firm's general policy to assign to a task the lowest-billed lawyer that is available.

Resume
Minturn Wright

Education

Yale University	B.S. (Biology)
University of Southern California	M.S. (Biology), Ph.D. (Biology), J.D.

Work History

May 2019 to present	Shannon & Wright LLP , 124 S. Royal Street, Alexandria, Virginia 571-620-1930 – Founding partner in law firm practicing in real estate transactions, real estate litigation, land use, business entities; taxation, estate planning, wills and trusts, and employment; negotiate and draft contracts, perform litigation through trial, counsel clients in litigation avoidance, undertake government relations efforts; teach classes in real estate title, transactions, real estate agency, etc.; serve on several non-profit and foundation boards.
June 2014 to April 2019	Rich Rosenthal Brincefield Manitta Dzubin & Kroeger, LLP , 201 N. Union Street, Suite 230, Alexandria, Virginia– Worked for diverse law firm concentrating in real estate transactions and litigation, principally in discovery review, research, and drafting; served as the firm’s liaison in the District of Columbia.
August 2010 to December 2012	McIntosh & Associates, LLP , 1230 31st Street, N.W., 2 nd Floor, Washington, D.C. 20007 – Served as general counsel to real estate tax consulting firm; in separate capacity, represented some of the firm’s clients in tax appeals and similar matters.
February 2004 to February 2010	Brincefield, Hartnett & Kahn, P.C. , Alexandria, Virginia – attorney, etc., at real estate firm. Handled and oversaw real estate transactions, entity formation and organization, and related matters, including considerable litigation; negotiated, drafted, and documented purchases, sales, mortgages, easements, licensing agreements, construction, etc.; formed, organized, and managed all types of business entities in multiple jurisdictions; prepared, pursued, and oversaw litigation in various courts, serving as firm’s principal presence in the District of Columbia; reviewed title, security, and many other real estate documents; negotiated mortgage/foreclosure/refinance workouts; drafted documents.
July 2000 to September 2002	USLaw.com, Inc. , and subsidiaries, Silver Spring, Maryland – Negotiated and drafted licensing agreements and other contracts, real estate transfers, financing, settlements, etc.; developed, researched, and compiled books summarizing legal information for the public; participated in the online attorney “chats” that were the unique feature of this interactive Internet legal information site.

<p>August 1998 to September 2000</p>	<p>Mayer, Brown & Platt, 1999 K Street, N.W., Washington, D.C. – Handled commercial real estate transactions on behalf of buyers, sellers, borrowers, lenders, loan servicers, landlords, tenants, builders, and REITs; analyzed and reported on purchase and sale contracts, loan and mortgage documents, assumptions, surveys, construction contracts, and leases; reviewed and criticized title reports, title commitments, and title policies; supervised foreclosure actions; acted with and directed local counsel; researched and drafted civil complaints; analyzed discovery and related documents, with concentration on evidentiary privileges; made court appearances; participated in defense of highly-publicized criminal espionage case.</p>
<p>January 1992 to November 1993, continuing on intermittent basis to August 2000</p>	<p>Law Firm of Roy Penuela, Sylmar, Pasadena, and Burbank, California – associate in high-intensity civil litigation firm concentrating in insurance defense (including personal injury, property damage, uninsured motorist, wrongful death, and ERISA) and governmental liability and civil rights litigation in state and federal courts; extensive discovery and law and motion practice; handled all aspects of cases from complaint to trial to state Supreme Court petition.</p>
<p>February 1992 to November 1993</p>	<p>Law Offices of Philip J. Halverson, Beverly Hills and San Francisco, California – associate attorney in office of civil litigation and real estate firm concentrating in plaintiffs’ cases, transactional fraud, contractual disputes, real estate transfers and title disputes, telecommunications, corporations, landlord-tenant, wrongful death, and equal employment opportunity matters. Lead attorney on multi-party real estate title trial.</p>
<p>January 1991 to present, intermittently</p>	<p>Minturn Wright, Attorney at Law – Run solo practice law firm; concentrating in real estate transactions and related matters, including litigation and tax matters. Negotiate and document purchases, sales, mortgages, easements, etc.; prepare lawsuits; examine title documents; represented important renter of shopping mall space; present and argue tax assessment and similar appeals. Perform a range of contract services for similar firms.</p>

SHANNON & WRIGHT LLP

October 6, 2022

By E-mail

[Client Name]

[If Client is Entity – Authorized Agent’s Name and Title]

[Client Address]

[Client City, State Zip Code]

[Client Email]

Re: *Legal Services Agreement* – **Brief Description**

Dear [Client]:

Thank you for your interest in working with our firm, Shannon & Wright LLP (the “**Firm**”). Upon execution, this letter confirms the Firm’s agreement to represent [Client] (the “**Client**”). Collectively, the Firm and the Client might be referred to as “We” or “Our.” The scope of the services the Firm will render, and other aspects of the representation are mutually agreed as follows (“**Agreement**”):

1.0 SERVICES TO BE PROVIDED. The Client has engaged the Firm to represent them in connection with [brief description]; otherwise, as further instructed by Client in writing and accepted by the Firm in writing. A separate engagement letter is required if you desire to retain us for a litigation matter. The Client directs the Firm to take all actions the Firm deems advisable on the Client’s behalf, providing that the Firm confers with the Client and obtain the Client’s consent as to any significant decisions when possible. The Firm agrees to notify the Client promptly of all significant developments.

1.1 SCOPE OF REPRESENTATION. The Firm is not responsible for any legal matter for which the Firm’s services or advice has not been specifically requested and confirmed by the Firm in writing.

The Client is engaging the Firm to provide legal services in connection with a specific legal matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on Client’s future rights and liabilities. Unless the Client engages the Firm after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments. Further, the fact that the Firm may inform the Client from time to time of developments in the law which may be of interest to the Client, by email or otherwise, should not be understood as and will not constitute a revival of an attorney-client relationship. Moreover, the Firm has no obligation to inform the Client of such developments in the law unless the Firm is engaged in writing to do so.

1.2 **ACCEPTANCE.** For the Firm to provide Client legal services, Client must first agree to the terms outlined in this Agreement. If Client does not accept these terms, then the Firm cannot begin to provide Client with legal services. Upon acceptance, an attorney-client relationship is formed between Client and the Firm.

1.3 **MODIFICATION OF TERMS.** After acceptance, any modification to this Agreement must be agreed to in writing by both Client and the Firm.

2.0 **FEES.** Client agrees to pay the Firm a fee on the terms and conditions below.

2.1 **DETERMINATION OF FEES FOR SERVICE.** [INSERT ATTORNEY NAME] will be the primary attorney working on the Client's representation, at a current hourly rate of [INSERT RATE]. The Firm's representation may require the use of staff and additional attorneys for the work the Firm does for the Client on their matter. Hourly rates for other Firm attorneys range from \$350 to \$600 for Partners, \$275 to \$475 for Counsel, \$175 to \$350 for Associates, \$200 to \$250 for Law Clerks, and \$100 to \$250 for Paralegals. The Firm reviews its hourly rates periodically and may increase its hourly rates annually with an effective date of January 1.

2.2 **CONTINUING DEPOSIT.** The Firm will require a continuing deposit of [XXXX] from which the Firm will bill its time against, prior to work beginning on the Client matter. When the balance of the continuing deposit goes below [XXXX], the Firm will require the continuing deposit to be replenished upon receipt of invoice. The Firm reserves the right to end its work on this matter and any other matters with the Client for which the Firm may be simultaneously engaged, and to withdraw from the representation on notice if the Firm does not receive payment in full. If the Firm enters an appearance on the Client's behalf in any mediation, arbitration, litigation, or administrative proceeding, the Firm may increase the amount of the continuing deposit to [XXXX].

2.3 **EXPENSES AND BILLING.** The Client shall be responsible for all expenses which the Firm incurs while representing the Client, *e.g.*, travel costs, copying costs, postage, consulting experts, expert witness fees, other professional vendor fees, messenger/courier and express delivery services, court reporters, surveyors, title abstractors, transcript fees; filing fees and administrative services for special projects such as protests, arbitrations or other litigation; and other costs which the Firm may incur in advance or on the Client's behalf in the course of its representation of the Client.

These expenses and the Firm's fees for legal services rendered will be itemized monthly and presented to the Client. **Invoices are sent electronically to Client's email address on file, and by regular mail upon Client's request.** Any disputes pertaining to the Firm's invoices submitted to the Client shall be directed to the Firm in writing within fifteen (15) days of the invoice date. If no written notice of a dispute is provided to the Firm within this fifteen (15) day period, the invoice shall be conclusively deemed correct. The invoiced balances are due upon receipt of invoice. If any part of an invoice remains unpaid after fifteen days (15) days of receipt,

the Firm may begin applying interest to that balance at a rate of twelve percent (12%) per annum, applying future payments first to interest.

2.4 OUTSOURCING. From time to time the Firm may hire contract attorneys and/or non-attorneys to do legal research, document preparation, or document review. These attorney and non-attorney contractors are not directly associated with the Firm. In those instances, the Firm will share the minimum amount of information necessary to efficiently and effectively provide Client's legal services. At all times, the contractors will be working under the direct supervision of The Firm's attorney in charge of the engagement, and at all times the Firm has taken appropriate measures to ensure that contractors abide by the duty of confidentiality. Rules of professional responsibility require that the Firm obtain your consent before using contract attorneys and non-attorneys not directly associated with the Firm to perform work on Client's matter. Client's signature at the end of this letter constitutes the Client's consent. If Client does not consent, please let the Firm know before signing this Agreement.

3.0 CLIENT COOPERATION. The Client will cooperate with the Firm fully and provide all the information the Firm needs in order to represent the Client. The Client will contact the Firm promptly concerning new or changed information that pertains to the matters for which the Firm has been engaged.

4.0 COMMUNICATIONS. Attorneys and clients often communicate with each other via facsimile, e-mail, text messaging and other electronic means. The confidentiality of electronic communications may be jeopardized in certain circumstances due, in part, to the risk that third parties may obtain access to the communications or the communications may become corrupted, lost or destroyed. Notwithstanding these risks, facsimile, e-mail, text messaging and other electronic means of communication have proved invaluable to the efficient operation of modern business. Accordingly, unless the Client instructs us otherwise in writing, by executing this Agreement the Client authorizes us to communicate with it via facsimile, e-mail, text messaging and other electronic means.

Client should not use an e-mail account, computer or other means of electronic communication for communications with the Firm if such e-mail account, computer or other means of electronic communication is owned or controlled by a third party, such as an employer, or for which a third party has a right of access.

5.0 TERMINATION BY CLIENT. If at any time Client becomes dissatisfied with the Firm's handling of this matter, Client should not hesitate to tell the Firm so that the Firm can resolve the problem and maintain a good relationship with Client. Client may terminate this agreement at any time and for any reason. If Client terminates this agreement, the Firm will stop providing legal services. Client will be responsible for paying the Firm's fees that have been earned through the date of termination. The date of termination is the date that Client tells the Firm, either orally or in writing, to stop working as Client's attorney.

5.1 **TERMINATION BY THE FIRM.** The Firm may terminate this Agreement (to the extent permitted by applicable ethical and court rules) at any time if Client breaches any material term of this Agreement or fails to cooperate or follow the Firm's advice on a material matter. The Firm may terminate this Agreement if a conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in the Firm's opinion, render the Firm's continuing representation unlawful, unethical, or otherwise inappropriate. If the Firm elects to terminate representation, Client will take all steps reasonably necessary and will cooperate as reasonably required to free the Firm of any further obligation to perform legal services, including the execution of any documents necessary to affect the Firm's withdrawal from representation. In such case, Client agrees to pay for all legal services performed and expenses incurred before the termination of the Firm's representation in accordance with the provisions of this Agreement.

5.2 **FEE DISPUTE RESOLUTION.** Although the Firm looks forward to a positive relationship with our clients, occasionally disputes can arise regarding the attorney-client relationship. To the extent that any dispute arises regarding the Firm's fees or expenses, the Client and Firm shall first attempt in good faith to resolve any such dispute between themselves. If the parties are not able to resolve their dispute, they shall submit the dispute to binding arbitration with the McCammon Group in the City of Alexandria, Virginia. The McCammon Group's fees and expenses shall be paid equally by the Client and the Firm. The Firm is entitled to recover its reasonable attorneys' fees and costs, including costs for expert witnesses, in any fee dispute with Client, including any attorneys' fees and costs expended by its own staff and attorneys' in those efforts.

6.0 **CONFIDENTIALITY.** All communications between Client and the Firm are confidential and will not be disclosed to anyone without Client's express written consent. Notwithstanding the above, Client waives its right to confidentiality and authorize the Firm to discuss Client's affairs and provide information and documentation to the following person(s): _____. However, the Firm may share confidential information with any of its vendors and third parties in furtherance of its representation of Client.

7.0 **OTHER REPRESENTATION.** It is understood and agreed that the Firm may accept the representation of other persons whose general business interest may, in unrelated matters, compete with Client's or be adverse to Client's as long as there is no actual or direct conflict of interest as defined by the Virginia Rules of Professional Conduct.

8.0 **WORK PAPERS.** All work papers and other materials created by the Firm during its representation of Client shall initially be considered the Firm's property. However, all of Client's documents or documents provided to the Firm on behalf of the Client that come into the Firm's possession will be provided to Client as soon as reasonably possible upon Client's request. Client will be billed for the costs of copying any such documents and Client agrees to pay the Firm for those costs. At the end of the Firm's representation of Client on this matter, **the Firm may keep all work papers and other materials created or received by the Firm on Client's behalf electronically for a period of (90) days, at which time the Firm reserves the right to destroy**

those documents. The Firm may keep copies of signed estate planning documents electronically for a period longer than (90) days, but the Firm reserves the right to destroy its copies at any time.

9.0 **OTHER TERMS.**

9.1 **Governing Law.** This Agreement is governed by the laws of Virginia.

9.2 **Entire Agreement.** This Agreement contains all the terms of our agreement.

9.3 **Applicable Rules of Professional Conduct for Lawyers.** This Agreement is subject to the Virginia, Maryland, and D.C. Rules of Professional Conduct (the Rules). The Firm cannot make an agreement with Client that violates these Rules. If part of this Agreement inadvertently violates the Rules, then the part that violates the Rules will be disregarded but the rest of the Agreement will remain in effect.

9.4 **Warranty.** The Firm's entitlement to the fees and reimbursements for disbursements described above is not contingent upon the final outcome of any particular matter that Client has requested the Firm to undertake. The Firm cannot and does not warrant or predict final developments or results of any matter.

9.5 **No Third-Party Beneficiary.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights upon any person or entity that does not also sign this Agreement and this engagement is not intended to create rights in persons or entities who are not the Client.

9.6 **Authority.** The individuals executing this Agreement on behalf of Client represent and warrant that he/she has full authority to represent and bind the Client on whose behalf they have executed this Agreement. The Firm is entering into this Agreement in consideration of and reliance upon such representation and warranty.

9.7 **Signatures.** Electronic and facsimile signatures are as binding and valid as pen and ink original signatures executed in the presence of all signatories.

Shannon & Wright LLP looks forward to providing you legal services under this Agreement. If you have any questions about this Agreement, please contact the Firm.

Sincerely,

Shannon & Wright LLP

Date

SEEN & AGREED:

I understand and accept the terms of this Agreement.

CLIENT

Date

[If entity]

Print Name of Entity Client

By:

Signature

Date

Print Title

Print Name