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A LIMITED LIABILITY  
PARTNERSHIP

August 3, 2020

Mr. William Rawson  
General Counsel  
The Washington NFL Member Club  
Inova Sports Performance Center  
Ashburn, VA 20147

**Subject:** Retention for Legal Services regarding internal investigation into alleged workplace harassment and culture at the Washington NFL Member Club

Dear Will:

This letter sets forth the terms on which Wilkinson Walsh LLP (“WW”) will provide legal services to You and constitutes a binding agreement between us. This letter amends the Engagement Letter executed on July 16, 2020 to clarify the Scope of Work. The original letter otherwise remains in force.

**Client(s):** The Washington NFL Member Club (“You”).

**Matter:** Internal investigation into workplace harassment and culture (the “Matter”).

**Scope of Work:** WW will conduct an independent investigation into allegations that have been lodged against You of hostile workplace culture, including but not limited to, allegations of sexual harassment and bullying and will provide legal advice and guidance to You in connection with that investigation. The scope of the investigation may expand as the investigation continues. As part of the investigation, WW will complete a written report of its findings and make recommendations regarding any remedial measures You should take. It is the shared understanding of WW and you that all material prepared and communications made by You and your representatives in the course of the review are in anticipation of litigation and are privileged work product.

For purposes of this Matter, WW will represent only You, and not any other individual or entity. Except as we otherwise specifically agree, WW’s representation of You does not extend to any other matter. As examples only, WW’s engagement does not include any insurance matters of any kind, securities disclosures of any kind, or tax matters of any kind.

**Staffing:** Beth Wilkinson and Moira Penza will lead this engagement for WW. Other WW attorneys may also be staffed on the Matter. In making attorney staffing decisions, WW will take your preferences into account and work in good faith with You to implement appropriate staffing decisions giving due regard both to your wishes and to other commitments WW and its attorneys may have.

**Fees:** WW's fees will be to secure WW's availability to provide services during agreed periods, and will not be calculated based on hours actually spent by WW's professionals or staff in providing those services, except to the extent that WW and You have explicitly agreed in writing. WW shall have no responsibility to record or to supply time records to You, your agents, your insurance carriers, or others, except to the extent of such an explicit agreement.

WW's fees with respect to this Matter [REDACTED]. Given the nature of this engagement we are unable to estimate how long it will take to complete the Matter.

**Changes in Scope of Work or Timing:** The parties agree that the agreed monthly fee will not change unless there is a significant change in the work required to be performed by WW due to a change in scope or timing that materially changes the nature of the engagement. In that event, the parties agree to negotiate in good faith a modification of the fees set forth herein to account for such changes.

**Invoices; Calculation and Timing of Fee Payments:** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Expenses:** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Availability of Personnel and Provision of Materials:** You agree to make your personnel available and to make available any documents or other material in your possession, custody or control for WW's review as reasonably necessary in WW's judgment to assist in completion of this Matter.

**Conflicts of Interest and Waiver:** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**File Retention:** We will retain Your records and files in compliance with our policy in effect from time to time. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Insurance:** [REDACTED]  
[REDACTED]

**No Guarantee of Success:** [REDACTED]  
[REDACTED]

**Media and Consent to Use of Information:** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Other Litigation:** You agree to pay us promptly for our reasonable fees, costs, and expenses incurred in responding to any subpoenas, testifying, or otherwise responding to claims or demands against us relating to or arising out of this Matter. We will notify You if we receive any such claim or demand.

**Conflict Checks:** You agree to cooperate with us and provide us with information we need to check conflicts. Please understand that a complete identification by You of all persons and entities that are involved in the Matter, or are related to the Matter, is necessary for an adequate conflicts analysis. You agree to notify us promptly in the event that You become aware of any other persons or entities who are may or become involved in the Matter.

**LLP:** Wilkinson Walsh LLP, doing business as “Wilkinson Walsh”, is a limited liability partnership organized under the laws of the District of Columbia. Pursuant to those laws, obligations incurred by the limited liability partnership are solely the obligation of the limited liability partnership, and individual partners of the firm are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment, or otherwise, for such obligation solely by reason of being or so acting as a member of the firm.

**Governing Law and Disputes:** The substantive laws of the District of Columbia governs our retention in this Matter, without regard to its conflict/choice of law rules. In the event of a dispute between the parties arising out of or in any way related to this agreement or the Matter, the parties agree to discuss and seek to resolve such a dispute in good faith. If such a resolution is not possible after reasonable efforts, the parties agree to arbitrate any remaining dispute.

**Termination:** Our retention may be terminated by You or by WW at any time by written notice. Our representation also will end, regardless of any written notice being sent, upon the constructive completion of our work. If our retention is terminated for any reason, it will be effective only to terminate our services prospectively; all other terms of this Agreement shall survive any such termination. If You elect to terminate WW’s representation of You in this Matter, any unpaid fees incurred up to the date of termination will be paid to WW.

Upon cessation of our active involvement in a particular matter (even if we continue active involvement in other matters on your behalf), WW will have no further duty to inform You of future developments or changes in law as may be relevant to such matter. Further, unless You and WW mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been retained.

**Miscellaneous:** This Agreement sets forth our entire agreement for rendering professional services in this Matter. It can be amended or modified only in a writing signed by the party to be bound by the amendment or modification, and not orally or by course of conduct. This Agreement may be signed in one or more counterparts and binds each party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. You agree that WW is not advising You with respect to

this Agreement, because we would have a conflict of interest in doing so. If You wish to receive such advice, You should consult other counsel.

Dated: August \_\_, 2020


**WILKINSON WALSH LLP**

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By: Beth A. Wilkinson, Partner

Dated: August 6, 2020

**The Washington NFL Member Club**



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By: William Rawson