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November 13, 2008

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Commissioner Joseph Fengler  
Chairman  
Advisory Neighborhood Commission 6A  
P.O. Box 75115  
Washington, DC 20013

Dear Commissioner Fengler:

This letter will confirm that Stephen Baskin and Richard Luna at Kilpatrick Stockton LLP have agreed to provide legal services to Advisory Neighborhood Commission 6A ("ANC 6A"). It is our policy to send an engagement letter summarizing the basis under which we will undertake your representation.

We will assist ANC 6A with the public space hearing and related zoning hearing to deny the use of public space for a gas station at 1400 Maryland Avenue, Northeast. Specifically, we will assist you with legal research and preparation for the administrative hearing before the District of Columbia Department of Transportation Public Space Committee and the hearing before the Board of Zoning Adjustment. We will also assist you in seeking a resolution to the case with the authorized representative of the applicant or authorized representative for that property, if appropriate. However, we will not represent ANC 6A in court proceedings, including appeals of administrative decisions related to this case, unless we agree to do so through a subsequent engagement letter.

We will provide legal services to you on a pro bono basis. We will not charge you for our time and will not charge you for routine office expenses. Depending on the nature of the representation, there may be expenses or costs that we will ask you to pay. We will discuss these with you and obtain your approval before incurring any such expense.

You will identify for us the name and title of the person or persons whom you designate to make decisions for your entity, and you will obtain necessary ANC resolutions for that designation and any others needed pursuant to District of Columbia law and your by-laws.

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Please note that the firm represents many other companies and people. It is possible that while we are representing you, some of our present or future clients will have disputes or business with you. You agree that we may continue to represent or may in the future represent current or new clients in any matter, including litigation, that is not related to our work for you. You agree that we can do this even if clients in those other matters are directly adverse or opposite to you. We agree, however, that if we have obtained confidential information of a nonpublic nature from you that would harm you in your case against that company or person, your waiver of the conflict is not presumed.

You understand that either you or Kilpatrick Stockton may terminate our relationship at any time. If you decide to terminate our services, you agree to give the firm prompt written notice of such termination. The firm may elect to withdraw for reasons which might include, but not be limited to, your failure to cooperate fully in your representation or failure to follow our advice on a material matter or any fact or circumstance that, in our view, renders our continuing representation unlawful or unethical.

If you agree, please sign your name at the bottom and enter the date and return this letter to us in the stamped envelope we have enclosed. We look forward to helping you.

Sincerely,




Stephen E. Baskin

Enclosure

Agreed to:

ADVISORY NEIGHBORHOOD COMMISSION 6A

  
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Joseph Fengler

Date November 24, 2008