

Exhibit C

Buchanan Ingersoll & Rooney PC
Attorneys & Government Relations Professionals

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March 14, 2014

Todd Hoffman
Town Manager
Town of Chevy Chase, Maryland
4301 Willow Lane
Chevy Chase, MD 20815

Re: Engagement Agreement

Dear Mr. Hoffman:

Buchanan Ingersoll & Rooney PC ("Buchanan Ingersoll & Rooney" or the "Firm") is pleased to accept your request to represent the Town of Chevy Chase (the "Town") in federal and Maryland state government relations matters ("Government Relations"). In accordance with the Rules of Professional Conduct and our Firm's procedures, this letter agreement (the "Agreement") confirms the terms on which Buchanan Ingersoll & Rooney will provide Government Relations services to the Town with respect to strategy development and implementation of the Town Government Relations initiatives. The terms and conditions contained in this Agreement as to compensation, confidentiality and conflicts of interest will be included in agreements with our subcontractors for this engagement: Chambers, Conlon & Hartwell, LLC and Alexander & Cleaver, P.A. (The "Subcontractors").

Billing Matters

The monthly retainer for our services is \$29,000 a month beginning February 24, 2014. While this engagement commences February 24, 2014, we will begin billing the Town on a monthly basis beginning March 1, 2014. This monthly retainer encompasses the fee for Government Relations services to be provided by the Subcontractors for this project. This Agreement may be terminated by either party upon 30 days written notice.

We will provide a monthly statement as well as reports on the representation either by memo or by telephone. Monthly billings will include expenses incurred in connection with each service matter. If you have questions concerning a statement, please call me at 202-452-7943.

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Payment of statements is due upon receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. The Firm also reserves the right to decline to continue to provide services to clients who do not pay within the guideline without making mutually acceptable arrangements for delayed payments. By signing this Agreement, the Town confirms its understanding of and agreement with the foregoing.

Compliance with Federal & Maryland Lobbying Disclosure Acts

In accordance with the Federal Lobbying Disclosure Act of 1995, as amended, the Firm will file an initial report registering as a lobbyist for the Town with the Secretary of the Senate of the United States and the Clerk of the United States House of Representatives. The registration form requires disclosure of the specific Federal issues lobbied, the House(s) of Congress and Federal agencies to be contacted, any affiliated companies that are contributing to payment for lobbying services, and foreign entities affiliated with the Town, if any, that have a direct interest in the outcome of the lobbying activity. The Firm will also be required to file quarterly reports with Congress to update the initial registration information and to disclose the total income accrued during the quarterly period from the Town for Federal lobbying activities. The reports filed by the Firm will be publicly available on websites maintained by the House and Senate. We will provide the Town with copies of our reports on request.

Maryland law requires the Town and the lobbyist to execute and file annual lobby registration statements with the Maryland Ethics Commission on November 1st of each year or as soon as retention has occurred. Alexander & Cleaver will prepare the required registration statement and renewal statements for the Town's signature and will file the same with the Ethics Commission. In accordance with Maryland Ethics laws, Alexander & Cleaver will file the required semi-annual lobby disclosure reports with the Ethics Commission. Maryland ethics laws require the Town to file a Public Disclosure Statement with the State Board of Elections if the Town makes political contributions and does business with the state. Alexander & Cleaver will assist the Town at no additional charge to determine whether this report is required, and, if so, with its filing.

Scope of Representation

The Town is the Firm's sole client with respect to this engagement, and the Firm's professional responsibilities are owed only to the Town. The Firm does not have a client relationship with any individuals and entities that are affiliated with the Town, unless the Firm otherwise agrees in writing. For example, the Firm's representation of the Town does not include representing its elected or appointed representatives, members, officers, directors,

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employees, political subdivisions or authorities, joint ventures, affiliated entities or successors-in-interest.

We will keep the Town informed on the status of our work. Individuals may express their views about the possible outcomes; however, these views are not a prediction or guarantee of a result and do not constitute a promise or assurance of success.

Advance Waiver - Conflicts of Interest

Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented policies and procedures to identify actual and potential conflicts at the outset of each engagement. From time to time, we may be asked to represent someone whose interests may differ from or even be adverse to the interests of the Town. We are accepting this engagement with the Town's understanding and express consent that our representation of the Town will not preclude us from accepting an engagement from a new or existing client that is adverse to the Town ("Adverse Representation"), except under the circumstances identified below. By granting this advance waiver, the Town is relinquishing its right to receive detailed information about a proposed Adverse Representation and to decide on a case-by-case basis whether or not to give its consent. An Adverse Representation could involve, for example, the Firm representing another client in any of the following: litigation adverse to the Town; a review, opinion, or challenge involving intellectual property held by the Town; a business, commercial or real estate transaction between the Town and the other client; or representing other businesses/government entities with interest the same as or similar to the Town in Government Relations, lobbying, and legislative/administrative/executive activities. However, the Firm will not accept an Adverse Representation that is substantially related to the matters in which we represent the Town. Also, we will not accept an Adverse Representation if, because of our representation of the Town, we obtained confidential Town information that is material to the Adverse Representation.

During the term of this Agreement, the Firm will notify you if it accepts an engagement from another client that is adverse to the Town, subject to applicable confidentiality rules that may limit the information the Firm is permitted to disclose.

Document Procedures

The Firm's policy is to deliver to the client, upon request, all documents and property the client has provided the Firm and documents and materials prepared as part of the representation. We may exclude from this our internal memoranda and records, attorney notes, drafts not intended for external distribution, and similar working materials. We may also elect to retain a copy of other portions of the file at our expense. The Firm will retain, in

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accordance with our records retention program, any files relating to client matters that the client does not ask to have returned. However, to avoid indefinite storage, the Firm reserves the right to dispose of any documents or other materials retained by us within a reasonable time after the completion of this engagement. If the client is in breach of the client's retainer agreement with the Firm, the Firm may choose to withhold certain portions of the client files consistent with our obligations under the Rules of Professional Conduct.

Public Information

The Firm sometimes identifies clients in various public communications including (but not limited to) press releases, the Buchanan Ingersoll & Rooney website and brochures used to describe the Firm and its capabilities. We ask that your signature on this letter also acknowledge your consent to including the Town's name in these communications.

This Agreement will govern the Government Relations services performed by the Firm on behalf of the Town commencing with the date the Firm first performed services. Even if this Agreement does not take effect, the Town will be obligated to pay the Firm the reasonable value of any Government Relations services the Firm may have performed for the Town. The Firm will have no obligation to provide Government Relations services until a signed copy of this Agreement is returned to us.

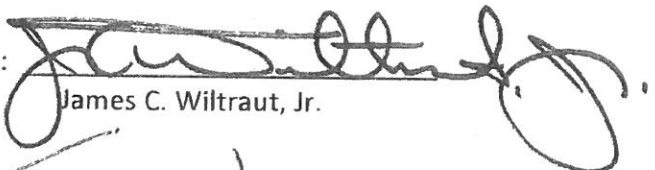
We at Buchanan Ingersoll & Rooney greatly appreciate your confidence in us, and look forward to having the Town among our clients.

Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing one of the enclosed copies of this letter in the space provided below and returning it to me and include payment for the past services along with your first monthly retainer.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC

By:



James C. Wiltraut, Jr.

By:



Terrence E. Heubert

Todd Hoffman
Town Manager
Town of Chevy Chase, Maryland
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Agreed and accepted this 17 day of March, 2014.

The undersigned confirms that he is duly authorized to enter into this Agreement on behalf of the Town and that the Firm may provide legal representation to a client in a matter directly adverse to the Town, including litigation, except where such matters are substantially related to the Firm's representation of the Town.

TOWN OF CHEVY CHASE

By:

Patricia Burk
Signature

PATRICIA BURK
Printed Name

Mayor, Town of Chevy Chase
Title