

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services ("Agreement") is made as of the last date entered below by and between Kerry W. Kircher, in his capacity as General Counsel for the U.S. House of Representatives, Office of General Counsel, 219 Cannon House Office Building, Washington, D.C. 20515 ("General Counsel"), and Bancroft PLLC, 1919 M Street, N.W., Suite 470, Washington, D.C. 20036 ("Contractor"), subject to the approval of the Committee on House Administration of the U.S. House of Representatives ("Committee").

Pursuant to the authority conveyed to him by the March 9, 2011 vote of the Bipartisan Legal Advisory Group of the U.S. House of Representatives, and at the direction of the Bipartisan Legal Advisory Group, the General Counsel retains the Contractor to render the following services: to represent the Bipartisan Legal Advisory Group as a party or as an amicus in one or more civil actions in judicial fora, including, but not limited to U.S. Bankruptcy Courts, U.S. District Courts, U.S. Courts of Appeal, and/or the U.S. Supreme Court, as directed by the General Counsel, in order to litigate the constitutionality of Section III of the Defense of Marriage Act, Pub. L. No. 104-199 (Sept. 21, 1996), codified at 1 U.S.C. § 7 (the "Litigation").

1. The General Counsel shall have the right to terminate this Agreement at any time for any reason or no reason. In such case, payment shall be based upon work performed.
2. The General Counsel agrees to pay the Contractor for all contractual services rendered a sum not to exceed \$500,000.00. It is further agreed that payment for such contractual services may be paid on a partial basis from time to time and in such amounts as the General Counsel may approve. Furthermore, it is understood and agreed that should the \$500,000.00 cap be reached before the Litigation is complete, and if the cap has not then been raised by written

agreement between the parties with the approval of the Committee, Contractor shall not be obliged to continue providing legal services under this Agreement.

3. The General Counsel agrees to pay the Contractor at a blended rate of \$520.00 per hour for all reasonable attorney time expended in connection with the Litigation, and at 75 percent of the Contractor's usual and customary rates for all reasonable non-attorney time expended in connection with the Litigation, and to reimburse Contractor for all reasonable expenses incurred by the Contractor in connection with the Litigation, provided that the total charge for all reasonable attorney time shall not exceed the amount Contractor would have billed for such reasonable attorney time had it billed at its usual and customary rates for such reasonable attorney time. Contractor agrees to submit bills detailing all time and expenses incurred to the General Counsel on a monthly basis.

4. Contractor agrees and warrants:

a. That it has not employed any person to solicit or obtain this Agreement for any commission, percentage, brokerage, or contingent fee.

b. That it will hold the Government harmless from any liability in performance. This provision shall be construed to mean that the Contractor is an independent contractor, and is not a federal employee covered under the Federal Tort Claims Act or other federal statutes applicable to federal employees.

c. That it will release no information obtained in carrying out this Agreement without the prior consent of the General Counsel.

d. That it will not subcontract or assign elsewhere any of the work or service involved without the prior written consent of the General Counsel.

e. That it will not discriminate in its performance of this Agreement because of race, color, religion, sex, national origin, age, disability or any other prohibited basis, and shall comply with all applicable employment laws.

f. That all of its shareholders and employees who perform services pursuant to this Agreement will not engage in lobbying or advocacy for or against any legislation (i) that is pending before the U.S. House of Representatives or any committee thereof during the term of the Agreement, or (ii) that would alter or amend in any way the Defense of Marriage Act and is pending before either the U.S. House of Representatives or the U.S. Senate or any committee of either body during the term of the Agreement.

g. That all of its shareholders and employees who do not perform services pursuant to this Agreement will not engage in lobbying or advocacy for or against any legislation (i) that is pending before the Committee during the term of the Agreement, or (ii) that would alter or amend in any way the Defense of Marriage Act and is pending before either the U.S. House of Representatives or the U.S. Senate or any committee of either body during the term of the Agreement.

h. That it will take appropriate steps to prevent shareholders and employees who are permitted to, and do in fact, engage in lobbying or advocacy with respect to legislation pending in the U.S. House of Representatives or any committee thereof, from influencing, or participating in any way in, the Litigation.

5. It is understood and agreed that Paul D. Clement, Esq., a partner/shareholder in the law firm of Bancroft PLLC, will be principally responsible for conducting the Litigation on behalf of the Contractor, and that Mr. Clement, along with H. Christopher Bartolomucci, Esq.

and Conor B. Dugan, Esq., both attorneys in the law firm of Bancroft PLLC, will personally perform a substantial portion of the services contracted for in the Agreement.

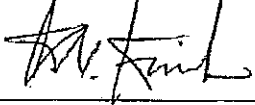
6. It is also understood and agreed that the Office of General Counsel may participate in the Litigation, for the purpose of reducing the overall cost of the Litigation, by performing such tasks as the General Counsel may assign to it.

7. Contractor agrees that it will retain no outside experts to assist in the conduct of the Litigation without the prior consent of the General Counsel.

8. This Agreement shall terminate when the Litigation is complete or at 12:00 noon on January 3, 2013, whichever occurs first, unless this Agreement shall have been terminated earlier or unless the term of this Agreement shall be extended by mutual written agreement of the parties with the approval of the Committee.

8. Other than as expressly provided herein, no Member of or Delegate or Resident Commissioner to the U.S. House of Representatives, and no employee of the U.S. House of Representatives, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

General Counsel
U.S. House of Representatives



Kerry W. Kircher

Date: April 25, 2011

Bancroft PLLC

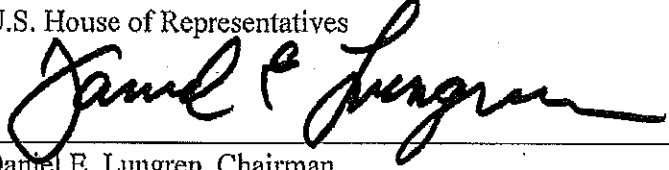


Paul D. Clement, Partner/Shareholder

Date: April 25, 2011

APPROVED

Committee on House Administration
U.S. House of Representatives



Daniel E. Lungren, Chairman

Date: April 25, 2011