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October 5, 2015

David H. Harper
Chair, Special Committee of the Board of Regents
Baylor University
1311 S 5th Street
Waco, TX 76706

Re: Engagement

Dear David:

We appreciate the confidence you have shown in retaining Pepper Hamilton LLP to conduct an independent and external review of Baylor University's institutional responses to Title IX and related compliance issues through the lens of specific cases.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. The purpose of this letter is to clarify and confirm the parties and scope of the engagement and the nature of the services we will render. It also describes our billing policies, procedures and rates. Should you retain Pepper Hamilton LLP ("Pepper") for subsequent matters, the specifics of this agreement will remain the same unless otherwise communicated in writing. The attachment to this letter, "Additional Terms of Engagement," contains other important aspects of the attorney-client relationship.

Scope of Engagement

Our engagement is to conduct an independent and external review of Baylor University's institutional responses to Title IX and related compliance issues through the lens of

Philadelphia	Boston	Washington, D.C.	Los Angeles	New York	Pittsburgh	
Detroit	Berwyn	Harrisburg	Orange County	Princeton	Silicon Valley	Wilmington

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specific cases. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described in this paragraph.

Attorneys Providing Services

Leslie Gomez and I will be the attorneys responsible for your representation. From time to time, I may ask other Pepper attorneys and paralegals to assist me in providing quality legal services in an efficient, economical manner and to take advantage of special expertise. We always attempt to have work done for clients by the person or persons with the most suitable legal experience and seniority level, and we will follow that principle in representing you in this engagement. If at any time you have questions regarding staffing or performance, please call me. It is important that you are satisfied with our services and responsiveness at all times.

Client Liaison

We understand that you will be our primary contact at Baylor University. Please advise us immediately if there is any change in your contact information or in the person who will be primarily responsible for this matter.

Fees

All work in this matter will be billed at our normal hourly rates, which we believe to be highly competitive. Leslie's current hourly rate is [REDACTED]. My current hourly rate is [REDACTED]. The current hourly rate range for our personnel is as follows: [REDACTED] We traditionally adjust these rates each January.

We are keenly aware of time expenditures and make every effort to achieve the most cost-effective mix of hours, rates and experience. Our bills will be reviewed by me before being sent to assure that we are delivering our services as efficiently as we can.

Disbursements

You also will be billed monthly for disbursements in this matter. These items, including telephone charges, copying and computerized legal research, are listed on the enclosed "Billing of Disbursements." Disbursements are not always available on a current basis, so they may be billed in subsequent statements.



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[REDACTED]

Billing Arrangement

Our monthly statements will provide a detailed listing of the services performed. We require payment of our statements within 30 days of the statement date. Any outstanding balance for which payment has not been received within 60 days of the statement date will begin to accrue interest charges [REDACTED]. If payment of any of our billings is not made within 60 days of the statement date, Pepper reserves the right to withdraw as counsel to Baylor University, and Baylor University agrees that it will not object to any motion that Pepper files to withdraw from its representation on that ground. Such a withdrawal or motion will not affect the obligation of Baylor University to pay Pepper the amounts set forth in billing statements that Pepper sends to them.

We do not anticipate having any disagreement with you about the quality, cost or appropriateness of our service. If, however, you have questions or concerns about these subjects, please notify us immediately. We want to answer your questions as soon as possible. In addition, Pepper commits with you to engage in good faith negotiations to attempt to resolve any and all billing issues quickly and fairly.

I encourage you to discuss with me any questions that you may have concerning any of these arrangements. We are most pleased that Baylor University has engaged us for this matter and we will make every reasonable effort to assist in achieving Baylor University's objectives.

I ask that you confirm Baylor University's agreement with the terms of retention set forth in this letter by counter-signing this letter as provided below and returning the signed letter to me. The terms of this letter will apply from the date we first began work on your behalf.

Pepper Hamilton LLP
Attorneys at Law

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Sincerely yours,



Gina Maisto Smith

Enclosures:
Additional Terms of Engagement
Billing of Disbursements

The undersigned acknowledges and agrees to the terms of representation by Pepper Hamilton LLP as set forth in this letter and the accompanying Additional Terms of Engagement.

BAYLOR UNIVERSITY

Dated: October 7, 2015

By: Charles D. Beckenhauer
Charles D. Beckenhauer
General Counsel

BAYLOR UNIVERSITY BOARD OF REGENTS

Dated: _____

By: _____
David H. Harper, Chair
Special Committee

Dated: _____

By: _____
Richard S Willis, Chair, Board of Regents