



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER J. Christopher Williams
EXECUTIVE DIRECTOR Charles R. McIntyre

April 26, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Lottery Commission (Lottery) to exercise a contract amendment with McLane Middleton, P.A., Manchester, New Hampshire (VC #71891), in the amount of \$15,000, increasing the total contract amount from \$15,000 to \$30,000 for legal consulting services for the period of July 1, 2018 to June 30, 2020 upon Governor and Council approval. Governor and Council approved the original two-year contract on June 15, 2016, item #81. Effective upon Governor and Council approval through June 30, 2020. **100% Lottery Funds**

Funds are in the following New Hampshire Lottery Commission account for Fiscal Years 2019 and 2020 and upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

	<u>FY2019</u>	<u>FY2020</u>
06-083-083-830013-20280000		
Lottery Division		
046-500464 Consultants Class	\$7,500	\$7,500

EXPLANATION

The New Hampshire Lottery is seeking approval to extend the contract for legal services with McLane Middleton, P.A., Manchester, New Hampshire for two additional years commencing July 1, 2018 and ending June 30, 2020. McLane Middleton has provided ongoing service to the Lottery in the area of intellectual property law, concentrating on patents, copyright, and trademark matters for the agency since 2004. The firm, which has a thorough knowledge and understanding of the agency's unique needs, continually monitors Lottery's trademarks against infringement, and supervises the registration of the agency's website domain. The professional services the firm has provided and the relationship that has been built proves them an important partner to the agency, as they maintain and apply for patents and trademarks, and provide litigation support.

Respectfully submitted,

Charles R. McIntyre

CRM:cn



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

EXERCISE OF OPTION TO EXTEND CONTRACT DATED MAY 27, 2016

This Agreement, dated this 26 day of April, 2018, by and between the State of New Hampshire, New Hampshire Lottery Commission (hereinafter referred to as "Lottery") and McLane Middleton P.A. (herein after referred to as "McLane Middleton"), Vendor Number 71891, and jointly referred to as the "parties," is an Exercise of the Lottery's Option to Extend the Contract between the parties dated May 27, 2016.

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 15, 2016, Item #81, McLane Middleton agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Lottery of certain sums as specified therein;

WHEREAS, pursuant to the provision of Exhibit C of the Agreement, Agreement may be extended for a period of TWO additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council;

WHEREAS, pursuant to the provision of Section 18 of the Agreement, the Agreement may be modified or amended only by written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Contractor and the Commission have agreed to Exercise the Option to Extend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

1. Exercise of Option to Extend for Two Additional Years:

The Agreement is hereby amended as follows:

Amend **Section 1.7** of the General Provisions by extending the completion date from June 30, 2018 to June 30, 2020.

Amend **Section 1.8** of the General Provisions by increasing the Price Limitation by \$15,000 changing the total contract amount from \$15,000 to \$30,000.

Exhibit A: SCOPE OF SERVICES

Original Scope of Services remains unchanged.

Exhibit B: PAYMENT SCHEDULE

The contract price shall increase by \$7,500 for FY2019 and \$7,500 for FY2020. The contract shall total \$15,000 for the contract term.

2. Effective Date of Extension:

This Extension shall take effect on July 1, 2018 or upon Governor and Council approval, whichever is later.

3. Continuance of Renewal Agreement:

Except as specifically amended and modified by the terms and conditions of this Extension, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
New Hampshire Lottery Commission

By: [Signature]
Executive Director

By: [Signature]
(contract signatory), (signatory's title)

Mark A. Wright, Esq.

McLane, Middleton PA.

(legal name of Contractor)

Vice President

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On this 26 day of April, 2018, before me, Patricia A. Dollard
(name of notary)

the undersigned officer, Mark A. Wright personally appeared who acknowledged him/herself
(authorized signatory)

to be the Vice President of the McLane Middleton PA.
(signatory's title) (legal name of Contractor)

a corporation, and that he/she, as such Vice President, being authorized so to do,
(signatory's title)

executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation
by him/herself as Vice President of the McLane Middleton PA.
(signatory's title) (legal name of agency)

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public, Justice of the Peace

My Commission expires:
PATRICIA A. DOLLARD, Notary Public
My Commission Expires August 24, 2021

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 4/30/18

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCLANE MIDDLETON, PROFESSIONAL ASSOCIATION is a New Hampshire Professional Profit Corporation registered to transact business in New Hampshire on December 30, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 16197

Certificate Number: 0004050411



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



DAVID K. MOYNIHAN
Direct Dial: 781.904.2722
Email: david.moynihan@mcclane.com
Admitted in MA and NH
300 TradeCenter, Suite 7000
Woburn, MA 01801-7419
T 781.904.2700
F 781.904.2701

March 22, 2018

Maura McCann
Marketing Director
NH Lottery Commission
14 Integra Drive
Concord, NH 03301

Re: NH Lottery Contract

Dear Ms. McCann:

I, David K. Moynihan, am the Secretary of McLane Middleton, Professional Association. This letter is confirmation that Mark A. Wright is a Vice President and Director of McLane Middleton and that Mr. Wright's signature on a contract with the State of New Hampshire will have the effect of binding McLane Middleton on said contract.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "David K. Moynihan". The signature is fluid and cursive, with the first name "David" and last name "Moynihan" clearly legible.

David K. Moynihan

DKM:mda



AXIS PRO® LP LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS CLAIM EXPENSES. PLEASE READ THIS POLICY CAREFULLY.

COMPANY: AXIS Surplus Insurance Company		POLICY NUMBER: ENN 718541/01/2017		
Item 1. Firm: McLane Middleton, Professional Association 900 Elm Street Manchester, NH 03101		Item 2. Policy Period: (A) Inception Date July 1, 2017 (B) Expiration Date July 1, 2018 <i>Both dates at 12:01 a.m. at the address listed in Item 1.</i>		
Item 3. Limits of Liability (Inclusive of Claim Expenses): a. \$ <u>10,000,000</u> each Claim b. \$ <u>10,000,000</u> Aggregate				
Item 4. Retentions: \$ <u>150,000</u> each Claim				
Item 5. Premium:				
Item 6. Notices to Company: <table border="0"> <tr> <td> <u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 USClaimNoticeBH@axiscapital.com </td><td> <u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725 </td></tr> </table>			<u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 USClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725
<u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 USClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725			
Item 7. Endorsements Effective at Inception: AXIS 102 ASIC (04-15) Signature Page No. 1 LP 1110 201 (MANU) Controlled Enterprise Exclusion Amendatory Endorsement No. 2 LP 1110 202 (07-12) Prior Knowledge Exclusion Amendatory Endorsement No. 3 MANU Amend Definition of Professional Services Endorsement No. 4 SOS-CW (08-03) Service of Suit Clause				

The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the Commissioner of Insurance. If the company issuing this policy becomes insolvent, the New Hampshire Insurance Guaranty Fund shall not be liable for any claims made against the policy.

Item 1. Name & Mailing Address of the Insured

MCLANE MIDDLETON, PROFESSIONAL
ASSOCIATION
P.O. BOX 326 900 ELM ST
MANCHESTER NH 03105
SEE EXTENSION OF INFO PG-NAMED INSURED
FEIN 020325043
TEL#: # of EMP:
U#:

Insured is: CORP, LLC
Name & Address of the Producer
RICHARDS ROBINSON SHEPPARD INSURANCE, L
152 CONANT STREET
BEVERLY MA 01915
Producer Number 0-32767 000

Issued by CHUBB INDEMNITY INSURANCE COMPANY
a stock insurance company
incorporated in NEW YORK

N.C.C.I. Carrier Code 31720

Policy Number (18)7175-09-61

Previous Policy Number (17)7175-09-61

DIRECT BILL

OTHER WORK PLACES NOT SHOWN ABOVE - SEE ATTACHED EXTENSION OF INFORMATION PAGE

Item 2. POLICY PERIOD

12:01 A.M. standard time at the insured's mailing address FROM 05/01/17 TO 05/01/18

- Item 3. A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the states listed here: Refer To Extension of Information Page "Covered States"
- B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:
- | | | | |
|---------------------------|----|---------|---------------|
| Bodily Injury by Accident | \$ | 500,000 | each accident |
| Bodily Injury by Disease | \$ | 500,000 | policy limit |
| Bodily Injury by Disease | \$ | 500,000 | each employee |
- C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here: All States, Except states designated in Item 3.A and ND, OH, WA, WY,

D. Endorsements (Form No.) Refer To Extension of Information Page "List of Endorsements & Schedules"

- Item 4. The Premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**
Refer to Extension of Information Page

Minimum Premium: 300	Total Estimated Premium	\$	59,004
Minimum Premium State: NEW HAMPSHIRE	Total State Surcharges	\$	196
Expense Constant: MASSACHUSETTS (\$338 INCL)	Total Estimated Charge	\$	59,200
Premium Adjustment Period: AT EXPIRATION	Deposit Amount	\$	59,200

CHUBB GROUP OF INSURANCE COMPANIES:
ONE FINANCIAL CENTER
22ND FLOOR
BOSTON, MA 02111-2697


Authorized Representative and Date Signed

Issue Date 05/03/17 BOS CLD



Over \$1.7 billion to education

GOVERNOR Margaret Wood Hassan
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER David L. Gelinias
EXECUTIVE DIRECTOR Charles R. McIntyre

April 22, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

The New Hampshire Lottery Commission requests authorization to enter into a contract with McLane Middleton, P.A., Manchester, N.H. (Vendor Code #71891), at a cost not to exceed \$15,000, for legal consulting services, from Governor and Council approval to June 30, 2018, with the option to renew, with Governor and Council approval, for two additional years. 100% Lottery Funds

Funds are available in the following New Hampshire Lottery Commission, Lottery Division accounts for State Fiscal Year 2017 and are anticipated to be available in State Fiscal year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified :

	FY 17	FY 18
06-083-083-830013-10290000		
Consultants Class 046-500464	\$7,500	\$7,500

EXPLANATION

The trademark process is very complex and requires an experienced trademark and patent attorney to not only correctly apply for appropriate trademarks, but to also constantly monitor their use and provide guidance and litigation assistance. The NHLC retains the sole option to extend the contract, at its discretion, for one period of two (2) years at the same hourly price as the first two (2) years. This contract request is for the purpose of applying for, counseling and litigation support for the New Hampshire Lottery Commission products and provide assistance, counseling and litigation support pertaining to other intellectual property law related issues and matters including, but not limited to pending or threatened litigation, web site domain issue, and patent registration and infringement matters.



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New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

The New Hampshire Lottery Commission in partnership with the Department of Justice issued a Request for Proposal (RFP) for legal services on March 7, 2016. Legal notices announcing the availability of the RFP were posted on both the Lottery's website as well as the Division of Purchase and Property's website on March 7, 2016, in the Union Leader and Concord Monitor on March 9 and March 13, 2016 and in the March edition of the New Hampshire Bar Association's newsletter and their website. Written responses to the RFP were due on April 18, 2016.

A total of three proposals were submitted from the following law firms with the following price quotes:

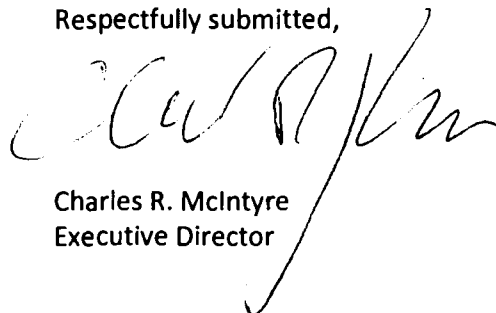
- McLane Middleton, PA, Manchester, NH quoted an hourly reduced rate: \$200
- PretiFlaherty, Boston, MA, quoted an hourly reduced rate: \$295
- Upton & Hatfield, LLP, Concord, NH, quoted an hourly reduced rate: \$200

The evaluation committee, consisting of Charles R. McIntyre, Executive Director and Maura McCann, Director of Marketing, reviewed the submitted written proposals. The committee determined that two of the three proposals met the requirements. The committee then evaluated the proposals based upon two criteria:

- The first included prior experience, knowledge and qualifications for the assigned attorney and supporting staff as well as previous government experience.
- The second criterion was cost.

The committee unanimously agreed that McLane Middleton should be awarded the contract based upon strength of their proposal, and price submitted. The Commission respectfully requests Governor and Executive Counsel approval of the two (2) year legal services contract with McLane Middleton. The contract allows for one period of two (2) years to renew.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. R. McIntyre', is written over the typed name and title.

Charles R. McIntyre
Executive Director

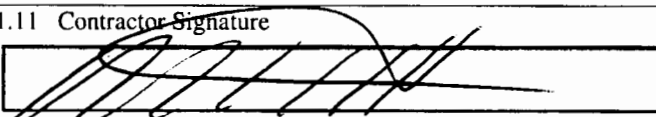
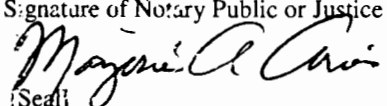

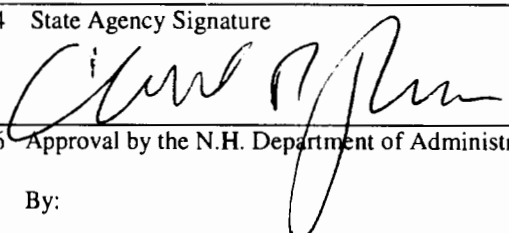
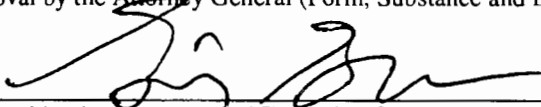
CM:mm
Attachment

Subject: Trademark and Legal Service **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name <u>New Hampshire Lottery Commission</u>		1.2 State Agency Address <u>14 Integra Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>McLane Middleton, P.A.</u>		1.4 Contractor Address <u>900 Elm Street, Manchester, NH 03105-0326</u>	
1.5 Contractor Phone Number <u>603-625-6464</u>	1.6 Account Number <u>AU 10290000 AC 500464</u>	1.7 Completion Date <u>June 30, 2018</u>	1.8 Price Limitation <u>\$15,000</u>
1.9 Contracting Officer for State Agency <u>Charles McIntyre, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-3391</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Mark A. Wright, Vice President & Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 22, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Marjorie A. Aronis</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Charles McIntyre, Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/27/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

- I. The scope of services is set forth in the following documents, which are hereby incorporated by reference into this Agreement:
 - A. The "Request for Proposal for Legal Consulting Services" (hereinafter "RFP") (hereinafter referred to as "NHLC") on March 7, 2016.
 - B. The Proposal, dated April 14, 2016, submitted by McLane Middleton, PA (hereinafter "Contractor") in response to the RFP. A copy of the Proposal is on file with the Commission.
- II. Contractor agrees to perform the following services for the Commission:
 - A. Perform an annual trademark watch service for federally registered service marks owned now or in the future by the Commission. The Contractor shall review all watch notices, provide the Commission with an analysis of any potential infringement and provide recommendations on proceeding.
 - B. Prepare and file any Powers of Attorney as needed to continue use and renewal of filings for service mark registrations.
 - C. To the extent the contract permits, provide assistance, counseling and litigation support pertaining to other intellectual property law related issues and matters including, but not limited to pending or threatened litigation, web site domain issues, and patent registration and infringement matters.

EXHIBIT B

PAYMENT SCHEDULE

- I. The maximum amount of the two year contract is \$15,000.
- II. All invoices are to be sent to the New Hampshire Lottery Commission, 14 Integra Drive, Concord, New Hampshire, 03301.

EXHIBIT C

SPECIAL PROVISIONS

- I. The Commission reserves the right to renew this contract for up to one period of two years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. The Commission shall notify the Contractor no later than February 26, 2018 whether or not the Commission intends to exercise the one two year option.

Contractor Initials mm
Date 5/27/16

- II. Both parties agree that the "Contractor" shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance: Appropriate levels of Professional Liability Insurance.

Contractor Initials mmw
Date 5/27/16

Legal Consultant Services RFP Response Opening

April 19, 2016 at 11:05 AM
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301

Present:

Charlie McIntyre, Executive Director
Maura McCann, Director of Marketing

Today's meeting was held to review the proposals submitted for the Legal Consultant Services RFP. Deadline for submission of proposal and pricing was Monday, April 18, 2016.

Three proposals were received and were opened in alphabetical order:

McLane Middleton, PA, Manchester, NH
PretiFlaherty, Boston, MA
Upton & Hatfield, LLP, Concord, NH

The following criteria were used to evaluate the three proposals:

Criteria 1: Prior Experience, Knowledge and Qualifications

The NHLC and the TSLC seek to engage a highly qualified Proposer with extensive experience in providing legal services to government entities, state or federal, in the area of intellectual property law including patents, copyright and trademark matters. The attorney(s) proposed to work on this engagement should have extensive work experience and educational background in the area of intellectual property law. Prior experience as general counsel or providing legal services under and engagement with state agencies strongly preferred. The NHLC and TSLC seek to engage Proposer with good client relations and excellent customer service record as evidenced by available references from current or former clients. These criteria will be evaluated based on the submitted information provided in the proposal in paragraph III, Section 1, 2 and 4.

Criteria 2: Cost

The NHLC and the TSLC seek to retain Proposer to perform the work at *competitive government rates*. Proposer is strongly encouraged to provide a significant government discount from normal commercial rates charges to its clients. The NHLC and the TSLC will not pay additional charges outside of the proposed rates, thus, all proposed rates must be fully loaded. Cost proposal shall be submitted in the form of (blended hourly rate and not to exceed cost for the contract).

Based upon the evaluation and scoring of proposals, it is the intention of the New Hampshire Lottery Commission to award the two-year contract with an option to extend another two years at the same price if parties agree to McLane Middleton, Manchester, NH.

McLane Middleton, PA, Manchester, NH

Given the extensive work done on behalf of the New Hampshire Lottery since 2004, McLane Middleton was awarded the maximum number of points for Knowledge Experience and Qualifications of 60.

Hourly Reduced Rate: \$200 (lowest cost = 40 points awarded)

PretiFlaherty, Boston, MA

Upon review of the proposal, the lead counsel for the engagement was stated as Gordon Moriarty. Although information was provided concerning the experience of the PretiFlaherty Intellectual Property Group, Attorney Moriarty's experience could not be ascertained as there was failure to include his resume in the response. Section 1a of the response directed the review committee to refer to his resume attached for additional information on his background, qualifications and experience. The response was deemed incomplete.

Hourly Reduced Rate: \$295

Upton & Hatfield, LLP, Concord, NH

Kimberly A. W. Peaslee, Ph. D. would be acting as lead counsel. Dr. Peaslee has attained an admirable education and her experience was extensive in the field of chemistry. It was noted that Dr. Peaslee has not represented any government clients in the capacity requested in the RFP. Points awarded 42.

Hourly Reduced Rate: \$200 (lowest cost = 40 points awarded)

Based upon the points awarded for knowledge experience and qualification combined with the cost score, the following points were awarded:

McLane Middleton PA: 100

PretiFlaherty: N/A

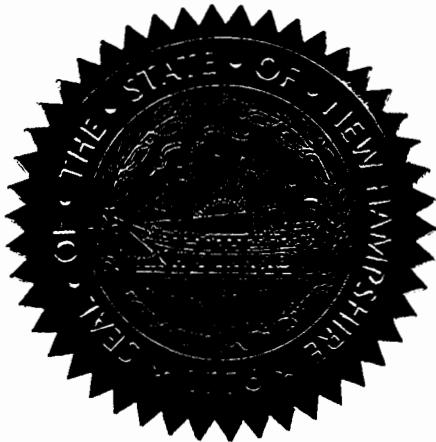
Upton & Hatfield, LLP: 82

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that McLane Middleton, Professional Association is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 30, 1975. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner
Secretary of State

MCLANE MIDDLETON

MICHAEL A. DELANEY
Direct Dial: 603.628.1248
Email: michael.delaney@mclane.com
Admitted in NH and MA
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326
T 603.625.6464
F 603.625.5650

April 28, 2016

Maura McCann
Marketing Director
NH Lottery Commission
14 Integra Drive
Concord, NH 03301

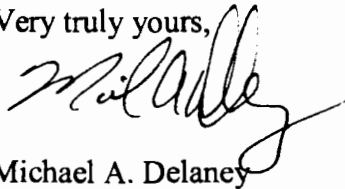
Re: NH Lottery Contract

Dear Ms. McCann:

I, Michael A. Delaney, am the Secretary of McLane Middleton, Professional Association. This letter is confirmation that Mark A. Wright is a Vice President and Director of McLane Middleton and that Mr. Wright's signature on a contract with the State of New Hampshire will have the effect of binding McLane Middleton on said contract.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Michael A. Delaney

MAD:afs

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AXIS PRO® LP LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

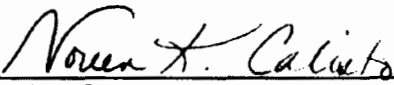
DECLARATIONS

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS CLAIM EXPENSES. PLEASE READ THIS POLICY CAREFULLY.

COMPANY: AXIS Surplus Insurance Company		POLICY NUMBER: ENN 718541/01/2015		
Item 1. Firm: McLane, Graf, Raulerson & Middleton, Professional Association 900 Elm Street Manchester, NH 03101		Item 2. Policy Period: (A) Inception Date July 1, 2015 (B) Expiration Date July 1, 2016 <i>Both dates at 12:01 a.m. at the address listed in Item 1.</i>		
Item 3. Limits of Liability (Inclusive of Claim Expenses): a. \$ <u>10,000,000</u> each Claim b. \$ <u>10,000,000</u> Aggregate				
Item 4. Retentions: \$ <u>150,000</u> each Claim				
Item 5. Premium: \$ <u>197,100</u>				
Item 6. Notices to Company: <table border="0"><tr><td><u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 <u>USClaimNoticeBH@axiscapital.com</u></td><td><u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725</td></tr></table>			<u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 <u>USClaimNoticeBH@axiscapital.com</u>	<u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725
<u>Notice of Claim(s) To Be Sent To:</u> AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 <u>USClaimNoticeBH@axiscapital.com</u>	<u>All Other Notices To Be Sent To:</u> AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Facsimile: (860) 707-1725			
Item 7. Endorsements Effective at Inception: No. 1 MANU Amend Definition of Professional Services Endorsement No. 2 LP 1110 201 (MANU) Controlled Enterprise Exclusion Amendatory Endorsement No. 3 LP 1110 202 (07-12) Prior Knowledge Exclusion Amendatory Endorsement No. 4 SOS-CW (08-03) Service of Suit Clause				

The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the Commissioner of Insurance. If the company issuing this policy becomes insolvent, the New Hampshire Insurance Guaranty Fund shall not be liable for any claims made against the policy.

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

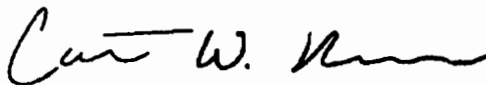

Authorized Representative

July 6, 2015
Date

IN WITNESS WHEREOF, the Company has caused the facsimile signatures of its President and Secretary to be affixed hereto.



Secretary
Andrew Weissert



President
Carlton W. Maner

New Hampshire Resident Surplus Lines Agent Identification Number: 388953

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richards Robinson Sheppard Ins., LLC 152 Conant Street Suite 304 Beverly, MA 01915	CONTACT NAME:	
	PHONE (A/C, No, Ext): 617 284-5260	FAX (A/C, No): 617-654-9044
INSURED McLane Middleton, Professional Association 900 Elm Street, P.O. Box 326 Manchester, NH 03105-1320	E-MAIL ADDRESS: certificates@rrsins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Chubb Indemnity Insurance Compa	NAIC # 12777
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	71750961	05/01/2016	05/01/2017	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N				E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$500,000
						E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Workers' Compensation Coverage

CERTIFICATE HOLDER New Hampshire Lottery Commission 14 Integra Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

MCLANE MIDDLETON

MARK A. WRIGHT
Direct Dial: 603-628-1311
Email: mark.wright@mclane.com
Admitted in NH and MA
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326
T 603.625.6464
F 603.625.5650

May 2, 2016

Maura McCann
Marketing Director
NH Lottery Commission
14 Integra Drive
Concord, NH 03301

Brian Buonamano, Esq.
State of New Hampshire
Attorney Generals Office
214 N. Main Street
P.O. Box 1415
Concord, NH 03301

**RE: New Hampshire Lottery Commission – Trademark Maintenance/Protection
Legal Services**

Dear Ms. McCann and Attorney Buonamano:

I am pleased that you have elected to continue using McLane Middleton, Professional Association, to represent the State of New Hampshire and the New Hampshire Lottery Commission ("NH Lottery Commission") with regards to trademark maintenance/protection services. Despite an increase in my hourly billable rate to \$425.00, we have agreed to continue providing the Commission with a discounted hourly rate of \$200/hour for all attorneys.

This letter will describe the basis on which our firm will provide legal services to you and how we will be compensated for those services. I will be the attorney responsible for your representation but I will utilize other attorneys and legal assistants in our firm as necessary to meet our agreed upon objectives. If, at any time, you have questions, concerns, or criticisms concerning these choices or our performance, please contact me at once.

The scope of services provided by McLane Middleton and the annual contract fees are set forth on Exhibit A and B of the State Contract P-37, a copy of which is attached hereto.

Maura McCann, Director of Marketing
NH Lottery Commission
Brian Buonamano, Assistant Attorney General
State of New Hampshire
May 2, 2016
Page 2

We will take into account many factors in billing for services rendered, and I will review all statements before they are issued to be sure the amount charged is appropriate. Generally, our statements for services are the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. The hourly rates we have discussed include the support services that the firm provides. We will, however, bill and expect payment for out-of-pocket expenses related to travel, filing fees, proprietary data base access, and any other costs which are not an ordinary part of our services to clients such as long-distance phone calls, FAX transmissions or printing costs. As discussed in my prior email, my hourly rate will be discounted to \$200/hour (my current rate is \$425/hour).

Our statements will generally be prepared and mailed during the month following the month in which services are rendered. We rely upon and expect our clients to pay their bills upon receipt, and we are not in the business of providing credit to our clients. If we have not received payment of our statement within 30 days, you will be contacted by a member of our accounting staff. If the matter cannot be resolved as a result of this contact, you should expect that it may impact our willingness to continue to serve your needs. Statements that are not paid within 30 days of the date on which they are mailed to you are subject to a monthly late charge of 1.5% on the unpaid balance. If a collection action is necessary to obtain payment, the Company will also be responsible for all costs of collection, including attorneys' fees.

We reserve the right to withdraw from the representation described in this letter at any time, but, barring unusual circumstances, we will discuss such withdrawal with you before doing so and expect to do so only if there are good reasons for such withdrawal, such as nonpayment of fees, significant differences between our professional judgment and your judgment, or concerns which may arise under the ethical rules by which we are bound. If the matters for which you have retained us have been completed, you should consider our representation to be ongoing or continuing only if we have had a specific discussion of that and it is confirmed in a letter or other writing.

Our firm can provide communications in various forms, depending upon your requirements. In addition to the telephone and fax numbers listed on the letterhead, each attorney has an electronic mail address, such as mine shown above, that may be accessed from mail accounts on Internet and other electronic networks. These communications services, including fax, are used with your understanding that while our firm will use appropriate measures to protect confidentiality, these mediums may be subject to security risks. Should you not wish our firm to use any or all of the above methods, you agree to immediately advise us of such in writing, and our firm will use the communication services you specify.

Maura McCann, Director of Marketing
NH Lottery Commission
Brian Buonamano, Assistant Attorney General
State of New Hampshire
May 2, 2016
Page 3

McLane Middleton very much appreciates the opportunity to represent the State of NH Lottery Commission with respect to trademark maintenance/protection issues. As I have explained, McLane Middleton could only represent the NH Lottery Commission if the NH Lottery Commission and the State of New Hampshire waive current and future conflicts of interest with respect to the various persons and entities that this firm represents, or may represent, who have or may have interests adverse to the NH Lottery Commission specifically or the State of New Hampshire, including any agency, body or department.

We now understand the following to be true: McLane Middleton, Professional Association has no current or anticipated conflicts of interest with the NH Lottery Commission. However, given the reduced rate agreed to herein, the State of New Hampshire and the NH Lottery Commission waive any current or future conflicts where this Firm represents a client with any interest that is or may be adverse to the State of New Hampshire or to any agency, board or department thereof except for matters related to the scope of this representation or which pertain directly to the NH Lottery Commission. McLane Middleton, Professional Association will obtain the consent of the State of New Hampshire and the NH Lottery Commission before representing clients who may have any such adverse legal interests to the NH Lottery Commission.

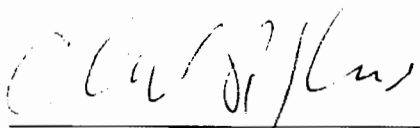
In order to memorialize the consent of the State of New Hampshire and the NH Lottery Commission to our representation in the terms outlined in this letter, I ask that both of you sign this letter and return it to me.

Please process the letters and send it back to me at your earliest convenience.

Sincerely yours,

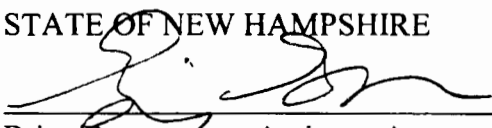

Mark A. Wright

ACCEPTED AND AGREED TO:


Charles McIntyre, Executive Director
on behalf of the New Hampshire Lottery
Commission

Date: 5/5, 2016

STATE OF NEW HAMPSHIRE


Brian Buonamano, Assistant Attorney General
On behalf of the State of New Hampshire

Date: 5/13, 2016

Maura McCann, Director of Marketing
NH Lottery Commission
Brian Buonamano, Assistant Attorney General
State of New Hampshire
May 2, 2016
Page 4

MAW:afs

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