

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is effective as of the 9th day of December, 2013 by and between Cozen O’Connor P.C. (“Cozen”) and Ifrah Law (“Ifrah”; together with Cozen, “Cozen/Ifrah”) and the Department of Finance (“Finance”) for the State of Delaware (“State”), with the approval of the Governor and the Attorney General.

WITNESSETH:

WHEREAS, on September 20, 2013, a Request for Proposal (“RFP”) was issued by Finance to engage a law firm to act as Special Internet Gaming Counsel (“Special Counsel”) to represent Finance; and

WHEREAS, Finance received and evaluated proposals from five law firms interested in acting as Special Counsel for the State pursuant to the RFP and interviewed the five firms; and,

WHEREAS, the proposal submitted by Cozen/Ifrah meets the needs of Finance, and was technically superior to those submitted by the other firms; and

WHEREAS, Finance has determined to engage Cozen/Ifrah to act as Special Counsel in this matter, and wishes to enter into this agreement with Cozen/Ifrah (the “Engagement”); and

WHEREAS, Cozen/Ifrah desires to accept the Engagement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cozen/Ifrah and Finance (collectively the “Parties”) hereto agree as follows:

1. Pursuant to 29 *Del. C.* §2507, Cozen/Ifrah is hereby appointed and employed as a Special Counsel with respect to the Engagement.
2. Cozen/Ifrah agrees to serve as Special Counsel with respect to the Engagement and to perform such legal duties as assigned by Finance during the duration of the Engagement. Cozen/Ifrah shall commence providing legal services on the date set forth above. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by Finance, with or without cause.
3. Cozen/Ifrah agrees that it will assign members of their firms listed below to perform the legal services under this Agreement. The billing rates for some of the professionals listed below represents a discount of 22% to 34% from such professionals’ regular billing rates:

Name	Firm	Hourly Rate
Thomas A. Decker	Cozen	\$595
Barry Boss	Cozen	\$595
Ira Gubernick	Cozen	\$550
F. Warren Jacoby	Cozen	\$595
Jennifer McHugh	Cozen	\$460
Camille Miller	Cozen	\$595
Jeffrey Nash	Cozen	\$595
A. Jeff Ifrah	Ifrah Law	\$595
David Deitch	Ifrah Law	\$595
Michelle Cohen	Ifrah Law	\$595
Rachel Hirsh	Ifrah Law	\$395
Sarah Coffey	Ifrah Law	\$295

Cozen/Ifrah agrees that the rate for any other professionals who work on this engagement shall be at comparable rates to those above, taking into account each professional's experience. The above fees are subject to adjustment on an annual basis after notice and agreement of the Parties.

4. Cozen/Ifrah shall bill Finance no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of Finance at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for Delaware legal billing for services rendered; however, Finance shall have the right to request reasonable alterations in the format of the billing, as it deems appropriate. Cozen/Ifrah agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy*, attached hereto as Exhibit A. Copies of the bill should be sent to the Deputy State Solicitor and Governor's Counsel. Bills shall be paid as provided by State law. In the event Finance, the State, the Delaware Department of Justice ("DOJ") or the Governor's Counsel questions the substance of any bill or any item of work performed, Cozen/Ifrah shall provide such additional information as may reasonably be requested, and Cozen/Ifrah shall not charge any additional amount for any discussion, extra documentation or additional information required to settle any dispute regarding any issue related thereto.

5. Cozen/Ifrah agrees that it shall perform legal services as directed by the State and that Finance, the State and the DOJ shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, to monitor, direct, and/or participate in the performance of legal services by Cozen/Ifrah under this Agreement.

6. Cozen/Ifrah agrees that all documents generated by it under this Agreement, including research and all legal work products belong to the State and the DOJ, and upon request such documents will be provided to same. The State and the DOJ shall have the right to use any such legal work product or documents as it deems in its interest, without additional compensation to Cozen/Ifrah apart from the compensation earned under this Agreement.

7. Cozen has provided the State a Certificate of Insurance from Frank Crystal & Co., Inc. dated April 29, 2013, indicating the amount and nature of Cozen's professional liability insurance coverage under policy no. PLP1000092P5. *See* Insurance Certificate, attached hereto as Exhibit B.

8. Ifrah has provided the State a Certificate of Insurance from Howard W. Phillips & Co. dated July 1, 2013, indicating the amount and nature of Ifrah's professional liability insurance coverage under policy no. BOP0000018099L. *See* Insurance Certificate, attached hereto as Exhibit C.

9. Cozen/Ifrah performed a comprehensive screening for potential conflicts of interest check for any potential or actual conflicts of interest it has or may have not only with the State, but with any agency thereof. Cozen/Ifrah has disclosed the results of its check with the State and the DOJ and has resolved any potential or perceived conflicts of interest. During the term of this Agreement, Cozen/Ifrah shall notify the State in writing of any actual or potential conflict that must be disclosed as required by the Delaware Lawyers' Rules of Professional Conduct and that arise subsequent to the execution of this Agreement and during the course of this Engagement. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified the State and the DOJ in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the Deputy State Solicitor and Counsel to the Governor, Cozen/Ifrah shall neither commence work on any new matter nor continue work on any matter that it has undertaken at the time at which the conflict or potential conflict arises. Cozen/Ifrah understands and acknowledges that should the State or the DOJ choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.

10. Cozen/Ifrah understands and acknowledges that Finance and the State will work with Cozen/Ifrah to perform the legal work covered by this Agreement. Nothing in this Agreement guarantees Cozen/Ifrah the right to perform any legal services, except those that Finance specifically requests Cozen/Ifrah to perform.

11. Cozen/Ifrah shall take no position on any legal matter in its representation of this matter without consultation with and approval by the State and the DOJ. No opinion rendered by Cozen/Ifrah may be represented as an opinion of the Attorney General.

12. Prior to incurring any costs to be charged to Finance, Cozen/Ifrah shall consult with the State and the DOJ and obtain their approval.

13. The validity of this Agreement and the determination of the rights and liabilities of the Parties hereunder shall be decided in accordance with the laws of the State of Delaware and no other, except to the extent that federal law be applicable. Any litigation which may be instituted between the State and Cozen/Ifrah regarding this Agreement shall be filed and litigated in the State of Delaware.

14. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

COZEN O'CONNOR

**DEPARTMENT OF FINANCE
STATE OF DELAWARE**

By: Original on File
Thomas A. Decker, Partner

By: Original on File
Thomas J. Cook, Secretary

IFRAH LAW

By: Original on File
A. Jeff Ifrah, Partner

APPROVED:

By: Original on File
Jack A. Markell
Governor
State of Delaware

By: Original on File
Joseph R. Biden, III
Attorney General
State of Delaware