

10 AUG 16 AM 8 05

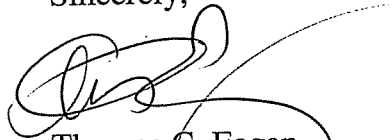
August 13, 2010

State of Rhode Island
Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, RI 02904

Dear Sir/Madame:

Enclosed please find affidavits prepared by the law firm of Partridge Snow & Hahn LLP in compliance with Chapter 17-27 of the General Laws of Rhode Island relating to Political Contributions by State Vendors. Once you have reviewed these documents, please do not hesitate to contact me should you have any questions.

Sincerely,



Thomas C. Eagan
Director of Finance
and Administration

Enclosures

1102686_1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401)222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

- 1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

- 2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 7/1/10 DATE

- 3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A DATE

- 4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

- 5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

- 6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation ___ Partnership X Sole Proprietorship ___ Other Business Entity ___

- 7. If "other business entity" is checked above, what is the nature of such business entity?

- 8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO ___

- 9. If yes, what is the name of state agency to which you are providing goods and/or services?

Narragansett Bay Commission

- 10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

- 11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party ___
(b) executive officer of contracting party ___

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
----------------------------------------------------------------------------------	-----------------------------	-------------------------------	----------------------------	------------------------------------------

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
---------------------	-------------------------	---------------------------	---------------	--------------

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: [Signature]
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

13 day of AUGUST, 2013

Rosa M Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths

My commission expires 8/25/13

Notary Public No. 32943

**NARRAGANSETT BAY COMMISSION
AGREEMENT
FOR LEGAL SERVICES
CONTRACT NUMBER 2011C**

This Agreement, is made this 1st day of July, 2010, by and between the Narragansett Bay Commission (hereinafter the "Commission") acting pursuant to the provisions of Title 46, Chapter 25 of the General Laws of Rhode Island and Partridge Snow & Hahn, LLP (hereinafter "PSH") and their successors and assigns.

The Commission and PHS in consideration of their mutual covenant herein and for other good and valuable consideration agree as follows:

1. SCOPE OF WORK

PSH, with Normand Benoit as Lead Counsel, may serve as bond counsel in connection with cash flow borrowing and the financing of Capital Projects, funded directly through proceeds from the issuance of long or short term revenue obligations at the Commission's request.

The Lead Counsel shall utilize and direct the resources of PSH including, but not limited to, attorneys, associate counsel and researchers to accomplish said legal functions at the discretion of the Executive Director or his/her designee in accordance with the Commission's By-Laws.

The parties shall maintain an attorney/client relationship throughout the term of this Agreement.

2. EXECUTION OF AGREEMENT AND MODIFICATIONS

This Agreement and any changes or modifications hereto shall be in writing and must be executed by both the Commission and PSH.

3. TERM

This Agreement and the terms herein shall be effective July 1, 2010 until June 30, 2011.

4. RESERVED

5. PAYMENT FOR SERVICES

From the date of July 1, 2010 through June 30, 2011, the Commission shall compensate PSH for legal services at the rates specified below:

- Hourly rate for Normand Benoit is \$375.00
- Hourly rate for Eugene Bernardo, II is \$295.00
- Hourly rate for other attorneys \$140.00 - \$375.00
- Hourly rate for legal assistants \$90.00 - \$135.00
- Partial Hours shall be billed on a pro rata basis

6. CHANGES/BUDGET ADJUSTMENT

The Commission may, at any time, by written order, make changes within the general scope of this Agreement, in the services or work to be performed. If such changes cause an increase or decrease in PSH's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Commission and PSH shall make an equitable adjustment and modify this Agreement in writing.

PSH must assert any claim for adjustment under this clause within thirty (30) days from the date it receives the Commission's notification of change, unless the Commission grants additional time before the date of final payment. No claim by PSH for an equitable adjustment shall be allowed if made after final payment under this Agreement.

No services for which PSH will charge any additional compensation shall be furnished without the prior written approval of the Commission.

7. EXTENT OF AGREEMENT

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Commission and PSH.

8. SUB-CONTRACTS

PSH warrants that they will not sub-contract any portion of the tasks or sub-tasks they are obligated to perform under this Agreement without the prior written consent of the Commission.

9. NOTICES

All notices required hereunder shall be in writing to the parties at the following:

COMMISSION:

Narragansett Bay Commission

One Service Road

Providence, RI 02905

ATTN: Laurie Horridge Bissonette, Esquire

Copy: Raymond J. Marshall, P.E.

Copy: Vincent J. Mesolella, Chairman

PS&H:

Partridge Snow & Hahn, LLP

180 South Main Street

Providence, RI 02903

ATTN: Normand Benoit, Esquire

10. CAPTIONS

Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereunder.

11. INTEGRATION

This Agreement represents the entire understanding of the Commission and PSH with regard to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

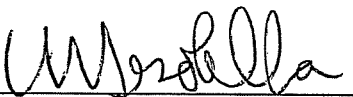
12. JURISDICTION

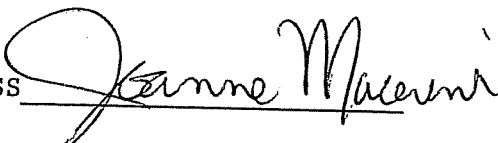
This Agreement shall be administered and interpreted under the laws of the State of Rhode Island. Jurisdiction of litigation arising from this Agreement shall be in

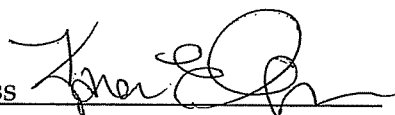
the State of Rhode Island. If any part of this Agreement is found to be in conflict with applicable laws, such parts shall be inoperative, null and void, insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force in effect.

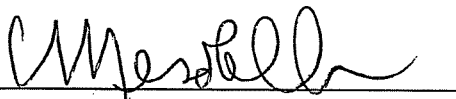
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this AGREEMENT in four (4) counterparts, each of which shall be deemed an original.

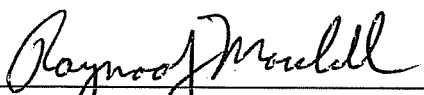
~~FOR THE COMMISSION:~~

Witness 

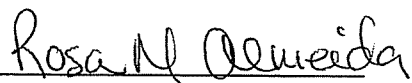
WITNESS 

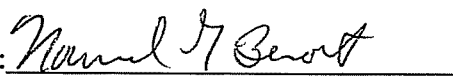
Witness 

By: 
Vincent J. Mesolella,
Chairman

By: 
Raymond J. Marshall,
Executive Director

FOR PARTRIDGE SNOW & HAHN, LLP:

Witness 

By: 
Normand Benoit, Esquire
Attorney at Law

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF.** If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 5/20/10
DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?
Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?
University of Rhode Island

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

- (a) 10% or greater ownership interest in contracting party (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer
(b) executive officer of contracting party

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by _____
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this _____ day of _____, 2013

Rosa M Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths

My commission expires 8/25/13

Notary Public No. 32943

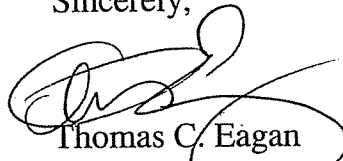
May 20, 2010

Louis J. Saccoccio, Esq.
General Counsel
The University of Rhode Island
Green Hall
35 Campus Avenue
Kingston, RI -02881

Dear Mr. Saccoccio:

Enclosed you will find an updated engagement letter, as requested. Please don't hesitate to contact me should you have any questions or need any further information.

Sincerely,



Thomas C. Eagan
Director of Finance
and Administration

Enclosure

1055167_1

May 20, 2010

Louis J. Saccoccio Esq.
General Counsel
University of Rhode Island
Office of the General Counsel
Green Hall
35 Campus Avenue
Kingston, RI 02881-0819

**RE: Engagement for Legal Services for Fiscal Year
Ending June 30, 2011**

Dear Lou:

This letter sets forth the terms upon which we will provide legal representation to the University of Rhode Island ("URI") and the Board of Governors for the Higher Education ("Board of Governors") for the period through June 30, 2011.

Scope of Work

We will provide legal representation to URI and the Board of Governors as requested with respect to all aspects regarding tax and ERISA issues, including deferred compensation and cafeteria plans, as well as other issues related to compliance with federal, state and local tort law, regulations or ordinances.

Termination of Legal Representation

You may terminate our representation at any time, with or without cause, by written notification. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

Partridge Snow & Hahn LLP may withdraw from representing you if anything occurs which would impair the effective continuation of our relationship, including significant disagreement concerning the proper handling of your matter.

Payment for Services

The rate of compensation provided herein will not exceed the rate of compensation charged by this firm to its preferred public or private clients. Eugene G. Bernardo II will be the principal lawyer and supervising counsel. His hourly billing rate will be \$310. Mr. Bernardo will be assisted primarily by David C. Morganelli (\$290 per hour); Kimberly McCarthy (\$310 per hour); Normand G. Benoit (\$385 per hour); and James H. Hahn (\$375 per hour). Legal assistants will be billed at \$115 per hour. These fees are exclusive of any customary disbursements and out-of-pocket expenses we may incur.

We also hereby certify that all attorneys who are used by the firm who perform legal services hereunder will have the appropriate professional licensing, will be competent to perform such services as reflected by formal training, education, and experience in providing the required services, and that we will have the ability to perform the services as reflected by workload and availability of adequate personnel, equipment and facilities to perform the services expeditiously.

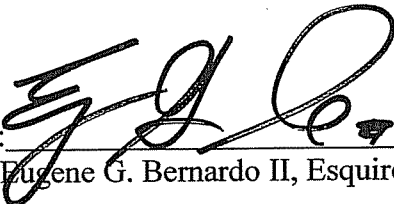
Monthly invoices for both fees and disbursements will be rendered with a breakdown by attorney and legal assistant time, a description of the specific service performed along with a daily log of hours billed. Our monthly invoice will also include normal and customary out-of-pocket costs relating to this matter. Payment for services will be due within thirty (30) days of invoicing, although we may mutually agree to extend that period if a bond closing is forthcoming and our fees are to be paid out of the closing proceeds.

E-Verify Compliance

We certify that we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. We understand and agree that we are required to continue to utilize the services of the E-Verify program for as long as we continue to do business with the State of Rhode Island. We further understand that our failure to continue to utilize the services of the E-Verify program will adversely affect our ability to continue to do business with the State of Rhode Island and our ability to do business with the State of Rhode Island in the future.

If the foregoing terms of this engagement are acceptable to you, please so indicate by signing and returning the enclosed additional copy of this letter, retaining an original for your files.

PARTRIDGE SNOW & HAHN LLP

By: 
Eugene G. Bernardo II, Esquire

Louis J. Saccoccio, Esq.
May 20, 2010
Page 3

ACCEPTED AND APPROVED:

University of Rhode Island

By: _____ Date: _____
Name:
Title:

Rhode Island Board of Governors for Higher Education

By: _____ Date: _____
Name:
Title:

cc: Ronald Cavallaro, Esq.

994255_3

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF.** If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 7/29/10
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Choose One:) Corporation Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?

RI Department of Education

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party
(b) executive officer of contracting party

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____
Address _____
State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.
Name Address Relationship to Contracting Party

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP
by: _____
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____
Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 13 day of AUGUST, 2010

Rosa M. Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths
My commission expires 8/25/13

Notary Public No. 32943

July 29, 2010

Robert G. Flanders, Esq.
Chairman
Rhode Island Board of Regents
RI Department of Education
The Shepard Building
255 Westminster Street
Providence, RI 02903

RE: Engagement for Legal Services

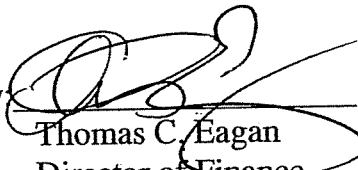
Dear Mr. Flanders:

Partridge Snow & Hahn LLP welcomes this opportunity to serve you. As a new client of the firm, we are providing you with a copy of our Standard Conditions Regarding Legal Representation and Fee Arrangement. These Standard Conditions outline the nature and scope of our relationship, our method of determining fees, and our procedures for billing and payment.

We ask that you review this letter carefully and contact us promptly with any questions you may have about the Standard Conditions. Unless otherwise mutually agreed in writing, the Standard Conditions will govern our obligations to one another. If the Standard Conditions are acceptable to you, please acknowledge your acceptance on the last page of this engagement letter and return a signed copy. Thank you for engaging Partridge Snow & Hahn LLP to handle your legal matter.

Very truly yours,

Partridge Snow & Hahn LLP

By 
Thomas C. Eagan
Director of Finance
and Administration

Enclosure

1238870_1

cc: David C. Morganelli, Esq.

PARTRIDGE SNOW & HAHN LLP
STANDARD CONDITIONS REGARDING LEGAL REPRESENTATION
AND FEE ARRANGEMENT

I. Nature and Scope of Legal Representation.

A. Scope of Work and Communications. You have engaged us to provide legal counsel on matters of labor relations and employment, including advisory opinions, tax issues, litigation, and other legal services that may be required by the Department of Education. The scope of our representation, along with any limitations upon those services, shall be determined pursuant to discussions and correspondence with you throughout our association. Any expression on our part concerning the outcome of your legal matter is an expression of our professional judgment, but is not a guarantee. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

The extent of work necessary to satisfactorily resolve your matter may vary significantly from our original expectations, and therefore, we will attempt to maintain open lines of communication to keep you apprised about the status of your matter. Furthermore, as a matter of course, we will send you copies of all pertinent correspondence, documents, and other materials prepared or received by us in the course of our representation. You are also encouraged to contact us whenever you have any questions or comments regarding the status of your matter, or whenever any new facts or developments come to your attention.

B. Attorney Assignment. Customarily, each client has a principal attorney who will have supervisory responsibility for legal matters involving the client. The principal attorney assigned to your matter is David C. Morganelli. You are free to request a change of principal attorney at any time, for any reason. Subject to the role of the principal attorney, your work or parts of it may be performed by the principal attorney, other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise or skill in a particular area or to promote efficiency and cost effectiveness in the handling of your work.

C. Termination. You may terminate our representation at any time. Your termination of our services will not affect your responsibility for payment of legal services rendered and expenses incurred both before termination and in connection with an orderly transition of the matter to another attorney.

We are subject to the Codes of Professional Responsibility, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client: misrepresentation or failure to disclose material facts to us, action(s) contrary to our advice, conflict of interest with another client, or nonpayment of fees or costs. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our

intention to withdraw. In the event of withdrawal, we will cooperate with your new attorney to provide a smooth transition.

II. Fee Arrangement.

A. Fee Determination. It is often impossible to determine the full nature and extent of the legal services which your matter may ultimately require, because, throughout our representation, the facts and circumstances as known to us pertaining to your matter may change. For this reason, we are generally unable to charge a fixed amount for our services. Rather, our fee is based upon the time actually expended by attorneys and legal assistants. Charges are made for time spent on items such as conference and telephone calls with you and other individuals involved in your legal affairs, legal research and analysis, court appearances, consultations with other attorneys, review of documentary materials, preparation and drafting of legal documents, correspondence and memoranda, and travel time.

Our hourly rates for our professionals vary depending upon the experience of the professionals and the nature and complexity of the matter or issues involved. David C. Morganelli's rate is \$290 per hour, and we certify that this rate does not exceed the rate of compensation charged by this firm for Mr. Morganelli's services to its preferred public or private clients.

We will keep accurate records of the time we devote to your work, and will provide you with detailed time records as a normal component of each invoice we render. The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually to reflect current levels of legal experience, and other factors. Adjustments to our hourly rates normally occur in the summer, however, we will not adjust Mr. Morganelli's hourly rate without your prior consent.

B. Expenses. We typically incur and pay on behalf of our clients a variety of costs in connection with our legal representation. Whenever such costs are incurred, we will carefully itemize and bill these charges. Typical costs include: long distance telephone calls, photocopying, express delivery services, facsimiles, electronic database services, travel and extraordinary secretarial overtime which may be required by the circumstances, fees for stenographers, process servers, (investigators, special counsel, expert witnesses, consultants, accountants and appraisers) and other costs incurred on your behalf. The firm reserves the right to send you vendor invoices for expenses incurred on your behalf which exceed \$1,000, with a request that you pay such invoices directly.

C. Retainer and Trust Deposits. New clients of the firm are commonly required to deposit a retainer with the firm. Typically, the retainer is equal to the fees and costs likely to be incurred during an initial period. Often the retainer will be charged for fees and disbursements as our legal services are provided; and regular statements will be furnished to keep you apprised

of the status of the retainer. At the conclusion of our legal representation or at such time as the retainer is unnecessary, the remaining balance will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account with other trust deposits unless you request a segregated account. If a segregated account is requested, we will require you to provide us with your federal tax identification number. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be included in your taxable income.

D. Billing Arrangements. We will bill you on a monthly basis for both fees and disbursements. You agree to make payment within thirty (30) days of our invoice date. If our invoices are not paid within thirty (30) days of the invoice date, we reserve the right to accrue and collect interest on the outstanding balance of your account at the rate of 1% per month (12% per annum).

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account current upon request. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from your representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including expenses and reasonable attorneys' fees.

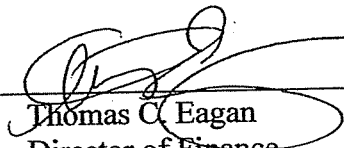
E. Your Right to Arbitrate. If you disagree with the amount of our fee or are unhappy with any services rendered, please contact your principal attorney to discuss your concerns. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the State Bar Association, and we agree to participate fully in the process.

III. E-Verify

A. E-Verify Compliance. We certify that we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. We understand and agree that we are required to continue to utilize the services of the E-Verify program for as long as we continue to do business with the State of Rhode Island. We further understand that our failure to continue to utilize the services of the E-Verify program will adversely affect our ability to continue to do business with the State of Rhode Island and our ability to do business with the State of Rhode Island in the future.

Mr. Robert G. Flanders, Chairman
Rhode Island Board of Regents
July 29, 2010
Page 5

PARTRIDGE SNOW & HAHN LLP

By: 
Thomas C. Eagan
Director of Finance
and Administration

ACCEPTED AND APPROVED:

Rhode Island Board of Regents
RI Department of Education

By: _____
Robert G. Flanders, Chairman

Date: _____

cc: David C. Morganelli, Esq.
Mr. Clark Greene, Chief of Staff/Policy Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF.** If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 7/16/10
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Rhode Island Housing and Mortgage Finance Corporation

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party _____
(b) executive officer of contracting party _____
(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer _____

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.
Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 ('Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
----------------------------------------------------------------------------------	-----------------------------	-------------------------------	----------------------------	------------------------------------------

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
---------------------	-------------------------	---------------------------	---------------	--------------

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: _____
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

13 day of AUGUST, 2010

Rosa M Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths

My commission expires 8/25/13

Notary Public No. 32943

Patricia Antonelli
(401) 861-8213
pa@psh.com

July 16, 2010

Michael V. Milito, Esq.
Deputy Assistant Director Law
and Human Resources
Rhode Island Housing and Mortgage Finance
Corporation
44 Washington Street
Providence, RI 02903-7120

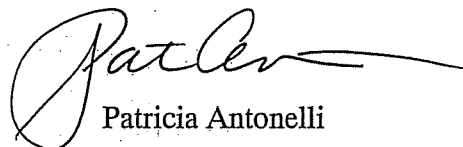
Re: Partridge Snow & Hahn LLP as Foreclosure/Bankruptcy Counsel -
Engagement Letter

Dear Mike:

Enclosed is the revised and executed Engagement Letter for Partridge Snow & Hahn LLP. I have marked it up as instructed to include the provision for a \$100.00 continuance fee in the event Rhode Island Housing requests we continue (postpone) a foreclosure sale that has been noticed and legal advertisements have been placed. This change is found on page two (2) of the engagement letter.

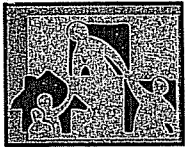
If you have any questions, please let me know. We look forward to our continued relationship.

Sincerely,



Patricia Antonelli

PA:amz
Enclosure



Rhode Island Housing
working together to bring you home

10 177110111

February 1, 2010

James H. Hahn, Esq.
Partridge Snow & Hahn LLP
180 South Main Street
Providence, Rhode Island 02903

Re: Foreclosure/Bankruptcy Counsel
Engagement Letter

Dear Mr. Hahn:

PARTRIDGE

This letter shall serve to summarize our understanding with regard to the engagement of the law firm of PARTRIDGE SNOW & HAHN LLP ("Counsel") for the provision of legal services to Rhode Island Housing and Mortgage Finance Corporation ("Rhode Island Housing").

The engagement will involve representation of Rhode Island Housing on an as requested basis with regard to Homeownership program loans held by Rhode Island Housing that have defaulted. The terms of the engagement will be for one year commencing December 1, 2009 and ending November 30, 2010. Rhode Island Housing may renew this agreement for an additional one year term subject to funding availability.

Our agreement with respect to the engagement is as follows:

Foreclosures: Foreclosure representation shall include, but not be limited to: representation of the Corporation in the foreclosure of defaulted mortgages held by Rhode Island Housing; drafting of correspondence and notices as required by law or requested by Rhode Island Housing; coordination of advertisements and auctioneer services as required by law or requested by Rhode Island Housing; attendance at foreclosure sales; preparation of sales documents and deed; along with such other services as are necessary or desirable to accomplish the objectives of Rhode Island Housing.

Bankruptcy Representation: Bankruptcy representation shall include, but not be limited to: representation of Rhode Island Housing in the bankruptcy proceedings of mortgagors; attention to and completion of the following as necessary or advisable: 1) entry of appearance and filing of claims, 2) responses to notices, 3) attendance at debtor's §341 hearing, and 4) the filing of petitions for relief from stay; along with such other representation as may be necessary or advisable.

Fees: Fees charged by Counsel shall be in compliance with those set forth by Fannie Mae in Announcement 08-19, dated August 6, 2008, and attached hereto as Exhibit A (as it may be amended from time to time).

Additionally the following fee schedule is provided for certain other services:

Evictions:	\$500.00
Auctioneers Fee:	\$150.00
Auctioneers Continuance Fee:	\$100.00

PSM
~~Counsel hereby agrees that it will not charge a continuance fee if the continuation request is timely.~~ Counsel's continuance fee \$100.00 (will be charged only when foreclosure notices have been mailed and advertisement (legal) has been placed.

In the event that representation in any particular matter results in an extraordinary expenditure of time, Counsel may, with the prior written consent of Rhode Island Housing, charge for additional work at the rate \$150.00 per hour for attorneys, and \$60 per hour for paralegals. Counsel represents that the rate of compensation charged to Rhode Island Housing does not exceed the rate of compensation charged by Counsel to its preferred public or private clients.

Reimbursables: Counsel shall invoice at cost for reimbursable costs, included, but not limited to: copying, fax, long distance telephone, auctioneer charges not paid for by third parties, advertisements and mailing charges incurred in the provision of legal services to Rhode Island Housing.

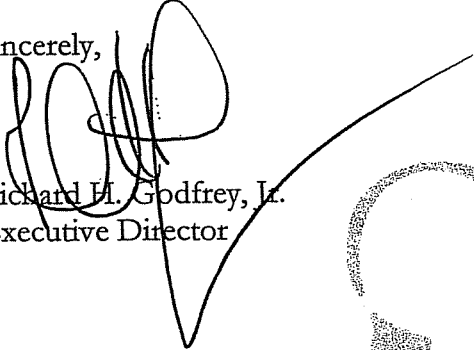
E-Verify: In accordance with Executive Order 08-01 (available at www.governor.ri.gov), Counsel certifies that it has registered and uses the federal E-Verify program established by the Department of Homeland Security in partnership with the Social Security Administration to verify and confirm that all new hires are authorized to work in the United States. Counsel agrees that it shall provide such documentation of its registration with and use of E-Verify as Rhode Island Housing may reasonably require.

Major State Decision-Maker: Except as set forth in an attachment to this agreement, Counsel represents and warrants that no "Major State Decision-maker", as defined in R.I.G.L. Section 42-6-1, nor the spouse or dependent child of such person, holds (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in the firm. Counsel agrees promptly to notify Rhode Island Housing in the event that a Major State Decision-maker, or the spouse or dependent child of such person, acquires an interest as set forth above, and to deliver a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission.

Other terms: This agreement shall be construed in accordance with the laws of the State of Rhode Island. This agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, legal representative, successors and assigns.

Once executed, this agreement constitutes the entire agreement of the parties with respect to matters involving the engagement of Counsel, the payment of fees in connection therewith, and supersedes any prior understanding or oral agreements between the parties respecting the engagement and may only be modified by written agreement of the parties.

Sincerely,


Richard H. Godfrey, Jr.
Executive Director

Agreed and Accepted this 15th day of ^{July}~~February~~, 2010
By Patricia Antonelli
PATRICIA ANTONELLI, Partner
(Name Printed), (Title) Partridge, Snow & HAHN LLP

206180
12-Aug-10

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
July 1, 2008 to June 30, 2010

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
William Murphy	9/08	PR	\$125	James H. Hahn
Joseph Fernandez	10/08	PR	\$100	Melissa E. Darigan
Amy Rice	8/08	PR	\$100	Patricia Antonelli
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09	PR	\$500	Eugene G. Bernardo
Joseph Fernandez	12/09	PR	\$250	Melissa E. Darigan
Daniel DaPonte	10/09	PR	\$100	James H. Hahn
John Loughlin	10/09	PR	\$50	Charles A. Lovell
Mark Zaccaria	5/09	PR	\$50	Charles A. Lovell
Frank Caprio	3/09	PR	\$250	Charles A. Lovell
Joseph Fernandez	12/09	PR	\$100	James W. Ryan
Stephen Archambolt	12/09	PR	\$100	James W. Ryan
Patrick Lynch	12/09	PR	\$150	James W. Ryan
Elizabeth Roberts	10/09	PR	\$100	Robert K. Taylor
Lincoln Chafee	9/09	PR	\$500	Robert K. Taylor
Frank Caprio	3/10		\$100	Patricia Antonelli
Gina Raimondo	6/10		\$125	Patricia Antonelli
Joseph Fernandez	5/10		\$100	Patricia Antonelli
Douglas Gablinske	4/10		\$100	Patricia Antonelli
Elizabeth Roberts	3/10		\$250	Tracy Baran
Frank Caprio	3/10		\$50	Tracy Baran
Erik Wallin	6/10		\$65	Tracy Baran
Joseph Fernandez	6/10		\$250	Normand G. Benoit
Joseph Fernandez	3/10		\$250	Normand G. Benoit
Gina Raimondo	3/10		\$200	Normand G. Benoit
Gina Raimondo	6/10		\$800	Normand G. Benoit
Frank Caprio	3/10		\$1,000	Normand G. Benoit
Douglas Gablinske	4/10		\$100	Normand G. Benoit
Frank Caprio	3/10		\$500	Eugene G. Bernardo
Gina Raimondo	3/10		\$200	Eugene G. Bernardo

206180
12-Aug-10

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
July 1, 2008 to June 30, 2010

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution	Amount of Contribution	Name of Contributor
Gina Raimondo	6/10	\$125	Eugene G. Bernardo
Frank Caprio	3/10	\$50	Christopher C. Cassara
Frank Caprio	3/10	\$100	Jennifer Cervenka
Gina Raimondo	6/10	\$250	Jennifer Cervenka
Elizabeth Roberts	3/10	\$350	Jennifer Cervenka
Elizabeth Roberts	6/10	\$250	Jennifer Cervenka
Erik Wallin	6/10	\$65	Jennifer Cervenka
Joseph Fernandez	1/10	\$250	Melissa E. Darigan
Joseph Fernandez	6/10	\$200	Melissa E. Darigan
Lincoln Chafee	1/10	\$250	Melissa E. Darigan
Elizabeth Roberts	3/10	\$50	Melissa E. Darigan
Frank Caprio	3/10	\$250	Melissa E. Darigan
Gina Raimondo	7/10	\$200	Melissa E. Darigan
David Bates	5/10	\$100	Melissa E. Darigan
Bill Sao Bento	5/10	\$100	Melissa E. Darigan
Frank Caprio	3/10	\$50	Deborah DiNardo
Douglas Gablinske	4/10	\$50	Deborah DiNardo
Erik Wallin	4/10	\$50	Deborah DiNardo
Gina Raimondo	6/10	\$125	Deborah DiNardo
Chris Little	6/10	\$50	Deborah DiNardo
Frank Caprio	3/10	\$250	Michael A. Gamboli
Gina Raimondo	6/10	\$125	Michael A. Gamboli
Gina Raimondo	6/10	\$125	David M. Gilden
Lincoln Chafee	4/10	\$500	David M. Gilden
Lincoln Chafee	1/10	\$300	David M. Gilden
Gina Raimondo	6/10	\$250	James H. Hahn
John Robitaille	5/10	\$500	James H. Hahn
Douglas Gablinske	4/10	\$100	James H. Hahn
Frank Caprio	3/10	\$250	James H. Hahn
John Robitaille	3/10	\$500	James H. Hahn
Erik Wallin	3/10	\$100	James H. Hahn
Gina Raimondo	3/10	\$500	James H. Hahn
Elizabeth Roberts	3/10	\$50	Theodore B. Howell
Frank Caprio	3/10	\$250	Charles A. Lovell
Gina Raimondo	3/10	\$200	Kathleen A. Ryan
Stephen Archambolt	6/10	\$100	James W. Ryan
Joseph Fernandez	6/10	\$100	James W. Ryan
Gina Raimondo	6/10	\$125	James W. Ryan
Lincoln Chafee	1/10	\$150	Robert K. Taylor
Joseph Fernandez	2/10	\$75	Robert K. Taylor
Gina Raimondo	3/10	\$150	Robert K. Taylor
Gina Raimondo	6/10	\$125	Robert K. Taylor
Erik Wallin	6/10	\$200	Robert K. Taylor
Gina Raimondo	6/10	\$125	Jeffrey H. Gladstone
Joseph Fernandez	1/10	\$250	Jeffrey H. Gladstone
Joseph Fernandez	5/10	\$125	Jeffrey H. Gladstone

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
RI Health and Educational Building Corp	7/08	Depends upon work required.
University of RI/Board of Governors for Higher Education	7/08	Depends upon work required.
RI Public Utilities Commission	9/08	Depends upon work required.
State of RI General Treasurer	10/08	Depends upon work required.
RI Public Finance Management Board	12/08	Depends upon work required.
Narragansett Bay Commission	7/09	Depends upon work required.
State of RI General Treasurer	1/09	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/09	Depends upon work required.
State of RI General Treasurer	12/09	Depends upon work required.
RI Public Finance Management Board	12/09	Depends upon work required.
Narragansett Bay Commission	7/10	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/10	Depends upon work required.
Rhode Island Housing and Mortgage Finance Corp.	7/10	Depends upon work required.
RI Department of Education	7/10	Depends upon work required.

January 20, 2010

State of Rhode Island
Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, RI 02904

RHODE ISLAND
BOARD OF ELECTIONS

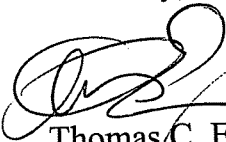
10 JAN 22 AM 9:36

Dear Sir/Madame:

Enclosed please find affidavits prepared by the law firm of Partridge Snow & Hahn LLP in compliance with Chapter 17-27 of the General Laws of Rhode Island relating to Political Contributions by State Vendors. Also enclosed you will find a Notice and Certification of State Vendor from Relief from Multiple Filings, since we anticipate multiple filing requirements for 2010.

Please do not hesitate to contact me should you have any questions.

Sincerely,


Thomas C. Eagan
Director of Finance
and Administration

Enclosures

1069752_1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401)277-2056 [TDD: 277-2239]

RHODE ISLAND
BOARD OF ELECTIONS
10 JAN 22 AM 9:37

NOTICE AND CERTIFICATION OF STATE VENDOR
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 200 2010, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

Partridge, Snow & Hahn LLP

by: State Vendor
[Signature] DWB BGM

1/19/10

Date

NOTE:

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 12/21/09
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Public Finance Management Business

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party
(b) executive officer of contracting party

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
----------------------------------------------------------------------------------	-----------------------------	-------------------------------	----------------------------	------------------------------------------

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
---------------------	-------------------------	---------------------------	---------------	--------------

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by [Signature]
Signature of Person Making the Affidavit
Director of Finance and Administration

State of Rhode Island
County of Providence

21st day of January, 2010
Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

Rosa M. Almeida, Notary Public
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida, No. 32943
Printed Name of Notary or Other Person Authorized to Administer Oaths
My commission expires 8/15/13

206180
19-Jan-10

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2008 to December 31, 2009

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Elizabeth Roberts	6/08	PR	\$100	Patricia Antonelli
Elizabeth Roberts	6/08	PR	\$100	James W. Ryan
Elizabeth Roberts	6/08	PR	\$100	Jeffrey H. Gladstone
Frank Caprio	3/08	PR	\$150	Jeffrey H. Gladstone
Elizabeth Roberts	6/08	PR	\$100	James H. Hahn
Frank Caprio	3/08	PR	\$250	James H. Hahn
Elizabeth Roberts	6/08	PR	\$350	Tracy C. Baran
Elizabeth Roberts	6/08	PR	\$100	Normand G. Benoit
Frank Caprio	3/08	PR	\$1,000	Normand G. Benoit
Donald Carcieri	2/08	PR	\$500	Normand G. Benoit
Brian Newberry	5/08	PR	\$100	Normand G. Benoit
Frank Caprio	3/08	PR	\$500	Deborah DiNardo
Elizabeth Roberts	6/08	PR	\$100	Deborah DiNardo
Frank Caprio	3/08	PR	\$500	Eugene G. Bernardo
Elizabeth Roberts	6/08	PR	\$100	Kathleen A. Ryan
Frank Caprio	3/08	PR	\$250	Michael A. Gamboli
William Murphy	1/08	PR	\$250	David M. Gilden
Elizabeth Roberts	6/08	PR	\$100	David M. Gilden
Elizabeth Roberts	6/08	PR	\$100	Melissa E. Darigan
Frank Caprio	3/08	PR	\$250	Melissa E. Darigan
David Bates	5/08	PR	\$250	Melissa E. Darigan
William Murphy	9/08	PR	\$125	James H. Hahn
Joseph Fernandez	10/08	PR	\$100	Melissa E. Darigan
Amy Rice	8/08	PR	\$100	Patricia Antonelli
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09		\$500	Eugene G. Bernardo
Joseph Fernandez	12/09		\$250	Melissa E. Darigan
Daniel DaPonte	10/09		\$100	James H. Hahn
John Loughlin	10/09		\$50	Charles A. Lovell
Mark Zaccaria	5/09		\$50	Charles A. Lovell
Frank Caprio	3/09		\$250	Charles A. Lovell
Joseph Fernandez	12/09		\$100	James W. Ryan
Stephen Archambolt	12/09		\$100	James W. Ryan
Patrick Lynch	12/09		\$150	James W. Ryan
Elizabeth Roberts	10/09		\$100	Robert K. Taylor
Lincoln Chafee	9/09		\$500	Robert K. Taylor

206180
19-Jan-10

Partridge Snow & Hahn LLP
CONTRACTS WITH THE STATE OF RHODE ISLAND
January 1, 2008 - December 31, 2009

Exhibit II

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
RI Health and Educational Building Corp	7/08	Depends upon work required.
University of RI/Board of Governors for Higher Education	7/08	Depends upon work required.
RI Public Utilities Commission	9/08	Depends upon work required.
State of RI General Treasurer	10/08	Depends upon work required.
RI Public Finance Management Board	12/08	Depends upon work required.
Narragansett Bay Comission	7/09	Depends upon work required.
State of RI General Treasurer	1/09	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/09	Depends upon work required.
State of RI General Treasurer	12/09	Depends upon work required.
RI Public Finance Management Board	12/09	Depends upon work required.



State of Rhode Island and Providence Plantations
General Treasurer
State House - 102
Providence, Rhode Island 02903

Frank T. Caprio
General Treasurer

Normand G. Benoit, Esquire
PARTRIDGE SNOW & HAHN, LLP
180 South Main Street
Providence, RI 02903

December 17, 2009

Re: Public Finance Management Board – Contract Extension

Dear Attorney Benoit:

Pursuant to an affirmative vote of the Rhode Island Public Finance Management Board, this letter will confirm the extension of the Agreement dated September 1, 2005 for Partridge Snow & Hahn, LLP (the "Firm") to provide legal services to the Rhode Island Public Finance Management Board (the "Board"). The scope of such services and the terms on which the Firm will perform remain the same as in the original engagement; a copy of the September 1, 2005 agreement has been enclosed for your convenience. Please carefully review this letter and if it meets with your approval, sign and return the enclosed copy to me. This extension is for a one-year period ending August 11, 2010.

Sincerely,

Mark A. Dingley
Chief of Staff – Chief Legal Counsel

ACCEPTED AND AGREED
Partridge, Snow & Hahn, LLP

By: Normand G. Benoit, partner

Dated: 12/21/09

www.treasury.ri.gov
(401) 222-2397 / Fax (401) 222-6140





State of Rhode Island and Providence Plantations
Office of the General Treasurer
Room 102 State House
Providence, Rhode Island 02903

Paul J. Tavares
General Treasurer

September 1, 2005

Normand G. Benoit, Esquire
PARTRIDGE SNOW & HAHN LLP
180 South Main Street
Providence, RI 02903

Re: Engagement Letter – Public Finance Management Board

Dear Attorney Benoit,

Pursuant to an affirmative vote of the Rhode Island Public Finance Management Board at its August 10, 2005 meeting, this letter will confirm the engagement of Partridge Snow & Hahn LLP (the "Firm") to provide legal services to the Rhode Island Public Finance Management Board (the "Board"). This letter shall also detail the scope of such services and the terms on which the Firm will perform them. Please carefully review this letter and if it meets with your approval, sign and return the enclosed copy to me. This engagement is for the period of two (2) years commencing on August 11, 2005 and renewable for one (1) year terms thereafter at the discretion of the Board.

Scope of Engagement.

The Firm has agreed to represent the Board in connection with the Board's purposes and responsibilities pursuant to Rhode Island General Laws §42-10.1-1 et seq. and pursuant to the Rules and Regulations of the Board. The Firm shall be required to attend quarterly board meetings and all other duly called meetings and shall serve as a liaison between the Board and issuers, issuers counsel and regulatory authorities. The Firm shall also be responsible for all governmental filing requirements and recommending revisions to the Rules and Regulations of the Board and to the existing general laws.

(401) 222 - 2397 / Fax 222 - 6140

In addition, the Firm understands that it may be called on to participate in any "ad hoc" projects that the Board determines to be within its statutory mandates.

Primary Responsibility/Staffing.

Normand Benoit and Eugene Bernardo will be the attorneys responsible for representing the Board. From time to time, they may ask other Firm attorneys and paralegals to assist them as necessary to meet their agreed upon objectives, or to take advantage of special expertise. If, at any time, the Board or staff has questions, concerns, or criticism concerning the Firm's staffing or performance, the Board or staff will contact Normand Benoit or Eugene Bernardo at once to discuss the same. The Firm will determine which attorneys or paralegals to assign to various tasks so that each attorney's and paralegal's expertise and experience will be at the level most appropriate for the particular task.

Fees and Expenses.

Fees for the Firm's services will be based on the time expended by each attorney on this matter, multiplied by an agreed-upon fixed hourly rate of the lesser of (i) \$200.00 per hour for all legal work performed by Eugene Bernardo and \$350.00 per hour for all legal work performed by Normand Benoit, or (ii) a blended hourly rate of \$260.00 per hour. Time expended by paralegals, if any, will be billed at their standard hourly rates. The Board will also be responsible for payment of expenses incurred on its behalf and disbursement charges made during the course of representation.

Fees for the Firm's services relating to any "ad hoc" project will be mutually agreed upon by the Firm and the Board or its staff prior to the commencement of any such project.

The Firm's bills to the Board will generally be prepared and mailed during the month following the month in which services are rendered.

Most Favored Nation

You have certified to us that the rate of compensation does not exceed the rate of compensation charged to your firm's preferred public and private clients for matters of the same kind.

Conflicts of Interest

By accepting this engagement as Legal Counsel to the Public Finance Management Board, the Firm acknowledges that it is acting as counsel for the entire State. As such, during the term of this engagement, the firm agrees not to represent another client in any manner in which the client's interests are significantly adverse to the interests of the State (defined as any instrumentality or department of state government, any quasi-public entity formed by the

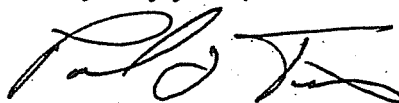
General Assembly or any state bureau, commission, agency, board or entity) in which the State is a party. The Board Chairperson shall determine whether the Firm's proposed representation of a client in a particular matter would be "significantly adverse" to the State.

Termination

The Board or the Firm may terminate this engagement at any time by providing thirty (30) days written notice to the other party. At the termination of this engagement, the Firm shall deliver to the Board all original files within thirty (30) days of the date of termination.

If the foregoing is acceptable to Partridge Snow & Hahn LLP please sign, date and return to me the enclosed copy of this letter.

Very truly yours,



Paul J. Tavares
General Treasurer
Chair, Public Finance Management Board

ACCEPTED AND AGREED
Partridge, Snow & Hahn, LLP

By: Howard J. Bennett

Partner

Dated: 9/1/05

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401)222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan

NAME OF PERSON MAKING THIS AFFIDAVIT

180 South Main Street, Providence, RI 02903

ADDRESS

(401) 861-8200

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

12/21/09

DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

N/A

DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP

FEIN # 05-0436543

(Check One:) Corporation ___

Partnership X

Sole Proprietorship ___

Other Business Entity ___

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO ___

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Office of General Treasurer

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party ___
(b) executive officer of contracting party ___

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship to Contracting Party

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (' Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: [Signature]
Signature of Person Making the Affidavit
Director of Finance and Administration

State of Rhode Island
County of Providence

21st day of January, 2010 Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

Rosa M. Almeida, Notary Public
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida, No. 32943
Printed Name of Notary or Other Person Authorized to Administer Oaths
My commission expires 8/15/13.

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2008 to December 31, 2009

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Elizabeth Roberts	6/08	PR	\$100	Patricia Antonelli
Elizabeth Roberts	6/08	PR	\$100	James W. Ryan
Elizabeth Roberts	6/08	PR	\$100	Jeffrey H. Gladstone
Frank Caprio	3/08	PR	\$150	Jeffrey H. Gladstone
Elizabeth Roberts	6/08	PR	\$100	James H. Hahn
Frank Caprio	3/08	PR	\$250	James H. Hahn
Elizabeth Roberts	6/08	PR	\$350	Tracy C. Baran
Elizabeth Roberts	6/08	PR	\$100	Normand G. Benoit
Frank Caprio	3/08	PR	\$1,000	Normand G. Benoit
Donald Carcieri	2/08	PR	\$500	Normand G. Benoit
Brian Newberry	5/08	PR	\$100	Normand G. Benoit
Frank Caprio	3/08	PR	\$500	Deborah DiNardo
Elizabeth Roberts	6/08	PR	\$100	Deborah DiNardo
Frank Caprio	3/08	PR	\$500	Eugene G. Bernardo
Elizabeth Roberts	6/08	PR	\$100	Kathleen A. Ryan
Frank Caprio	3/08	PR	\$250	Michael A. Gamboli
William Murphy	1/08	PR	\$250	David M. Gilden
Elizabeth Roberts	6/08	PR	\$100	David M. Gilden
Elizabeth Roberts	6/08	PR	\$100	Melissa E. Darigan
Frank Caprio	3/08	PR	\$250	Melissa E. Darigan
David Bates	5/08	PR	\$250	Melissa E. Darigan
William Murphy	9/08	PR	\$125	James H. Hahn
Joseph Fernandez	10/08	PR	\$100	Melissa E. Darigan
Amy Rice	8/08	PR	\$100	Patricia Antonelli
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09		\$500	Eugene G. Bernardo
Joseph Fernandez	12/09		\$250	Melissa E. Darigan
Daniel DaPonte	10/09		\$100	James H. Hahn
John Loughlin	10/09		\$50	Charles A. Lovell
Mark Zaccaria	5/09		\$50	Charles A. Lovell
Frank Caprio	3/09		\$250	Charles A. Lovell
Joseph Fernandez	12/09		\$100	James W. Ryan
Stephen Archambolt	12/09		\$100	James W. Ryan
Patrick Lynch	12/09		\$150	James W. Ryan
Elizabeth Roberts	10/09		\$100	Robert K. Taylor
Lincoln Chafee	9/09		\$500	Robert K. Taylor

Partridge Snow & Hahn LLP
CONTRACTS WITH THE STATE OF RHODE ISLAND
January 1, 2008 - December 31, 2009

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
RI Health and Educational Building Corp	7/08	Depends upon work required.
University of RI/Board of Governors for Higher Education	7/08	Depends upon work required.
RI Public Utilities Commission	9/08	Depends upon work required.
State of RI General Treasurer	10/08	Depends upon work required.
RI Public Finance Management Board	12/08	Depends upon work required.
Narragansett Bay Comission	7/09	Depends upon work required.
State of RI General Treasurer	1/09	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/09	Depends upon work required.
State of RI General Treasurer	12/09	Depends upon work required.
RI Public Finance Management Board	12/09	Depends upon work required.



State of Rhode Island and Providence Plantations
General Treasurer
State House - 102
Providence, Rhode Island 02903

Frank T. Caprio
General Treasurer

Normand G. Benoit, Esquire
PARTRIDGE SNOW & HAHN, LLP
180 South Main Street
Providence, RI 02903

December 17, 2009

Re: Bond Counsel Contract Extension

Dear Attorney Benoit:

In accordance with the State of Rhode Island's right to extend the engagement of Partridge Snow & Hahn, LLP (the "Firm") as bond counsel, this letter will confirm the extension of the agreement dated February 17, 2009. The scope of such services and the terms on which the Firm will perform remain the same as in the original engagement; a copy of the February 17, 2009 agreement has been enclosed for your convenience. Please carefully review this letter and if it meets with your approval, sign and return the enclosed copy to me. This extension is for a one-year period ending December 31, 2010.

Sincerely,

Mark A. Dingley
Chief of Staff - Chief Legal Counsel

ACCEPTED AND AGREED
Partridge Snow & Hahn, LLP

By: Normand G. Benoit, Partner

Dated: 12/21/09





State of Rhode Island and Providence Plantations

General Treasurer
State House - 102
Providence, Rhode Island 02903

Frank T. Caprio
General Treasurer

February 17, 2009

Normand G. Benoit, Esquire
PARTRIDGE SNOW & HAHN, LLP
180 South Main Street
Providence, RI 02903

Dear Mr. Benoit:

This will confirm the engagement of Partridge-Snow & Hahn, LLP (the "Firm") to serve as bond counsel ("Bond Counsel") to the State of Rhode Island (the "State") for a one-year period primarily consisting of the calendar year ending December 31, 2009 (the "Period of Engagement"). The State of Rhode Island shall have the option to extend this engagement for an additional one-year period under the same terms and conditions contained in this engagement by providing the Firm with prior written notice of the extension.

Scope

The scope of services to be performed by your Firm as Bond Counsel is set forth in our Request for Proposals to serve as Bond and Disclosure to the State (the "RFP") and your response thereto dated November 14, 2008.

The State has committed to utilizing the Firm and certain other firm(s) as Bond Counsel on its bond issues for the Period of the Engagement. However, the State has reserved the right to retain other Bond Counsel in the event this Firm and the other Bond Counsel have conflicts. This does not mean that this Firm is entitled to represent the State on any particular bond issue. Rather, your Firm acknowledges that the State reserves the right to adjust the rotation of Bond Counsel to reflect conflicts with one of the other Bond Counsel firms or to distribute Bond Counsel work equitably in the discretion of the State. In short, your Firm agrees that the selection of Bond Counsel for any particular bond issue will remain in the sole discretion of the State.

The Firm further agrees to refrain from representing any other party on bond issues for which it is Bond Counsel. However, on those bond issues in which it is not Bond Counsel, the Firm may serve as counsel for any other party who requests the Firm's representation, provided there is not a conflict with the State's interests.

www.treasury.ri.gov
(401) 222-2397 / Fax (401) 222-6140



Fees for Services

You have agreed to bill on an hourly basis with a per financing transaction cap. The hourly rates of attorneys and legal assistants, as agreed to in your RFP, are outlined below:

Mr. Benoit will be billed at an hourly rate of \$375 per hour

Mr. Bernardo will be billed at an hourly rate of \$295 per hour

Legal assistants will be billed between \$90 and \$135 per hour

Other attorneys will be billed between \$140 and \$375 per hour

Additionally, you have agreed to a cap on your fees as Bond Counsel at the maximums listed below, even if your time exceeds the cap at your normal hourly rates:

<u>Type of Transaction</u>	<u>Lesser of Hourly Rates or the Fee Cap Listed Below</u>
Certificates of Participation Issue	\$50,000
General Obligation Bonds	\$50,000
Tax Anticipation Notes	\$30,000

You have further agreed that for any potential bond issues contemplated in our Request for Proposals the most analogous fee cap for that issue would apply. The engagement shall include representing the State, collaborating with the State Budget Office and with the State's Disclosure Counsel to prepare the State's official statement, providing tax advice, issuing opinions of Bond Counsel and otherwise serving in the capacity as the State's Bond Counsel, including without limitation handling all aspects of the closing of the sales of the State's general obligation bonds, certificates of participation and its short-term securities issued in anticipation of tax or other revenues. Fees shall include all out-of-pocket expenses associated with this engagement except preparation of closing binders.

General Advice

The Firm will provide general advice to the State as needed and will not seek additional compensation. However, for work substantially beyond the scope of work contemplated in the RFP, as mutually determined by the State and Bond Counsel, the Firm will bill at the Firm's most favorable cost. Fees for these services will be based upon an hourly basis, unless a fixed fee option is selected by the State. The State and Bond Counsel agree to execute a separate written agreement for any work substantially beyond the scope of work contemplated in the RFP. No additional fees shall be paid by the State unless such writing is executed by the parties hereto.

Extended Term

If any of the transactions are scheduled to close, but do not close by December 31, 2009 for any reason, then the term of this engagement shall be extended at no extra cost to the State through the closing of such transaction or transactions, provided, however, if by March 31, 2010, such transaction or transactions has not closed, then any further terms for extension shall be agreed upon by both parties.

Most Favored Rates

You have certified to us that all rates of compensation set forth herein do not exceed the rates of compensation charged by your Firm to its preferred public or private clients.

Billings

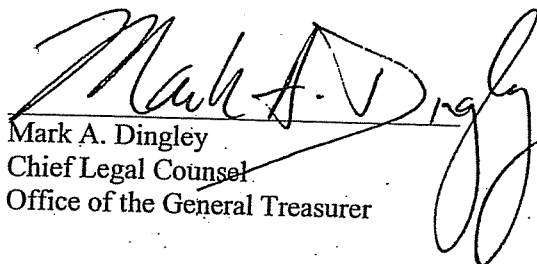
You will provide this office with statements for services rendered. Disbursements shall be a reasonable rate and detailed records shall accompany each bill. When billed in connection with financings, your fees will be paid at the time of closing.

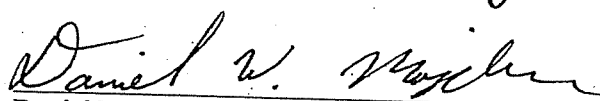
Conflicts of Interest

By accepting this engagement as Bond Counsel, the firm acknowledges that it is acting as bond counsel for the State of Rhode Island. The Firm acknowledges that Rule 1.7 of the Rules of Professional Conduct sets forth the standard and the method of resolving any conflict of interest. If consent of the client is required pursuant to Rule 1.7 of the Rules of Professional Conduct, the Firm agrees that such consent must be received from both the Governor and the Treasurer or their designees. Notwithstanding anything herein to the contrary, the conflict of interest provision set forth above is not intended to prohibit the Firm from representing, or requiring the Firm to represent, any client before or against any instrumentality or department of government, quasi-public entity formed by the General Assembly or state bureau, commission, agency, board or entity of the State, including, without limitation, in any hearing or litigation.

If the foregoing is an accurate confirmation of the terms of your engagement, please indicate your agreement by signing and returning to me a duplicate of this letter.

Sincerely,


Mark A. Dingley
Chief Legal Counsel
Office of the General Treasurer


Daniel Majcher
Governor's Executive Counsel
Office of the Governor

Accepted and Agreed:

Partridge Snow & Hahn, LLP

By: Wendy G. Zervet
Partner

11 JAN 21 AM 10: 01

January 20, 2011

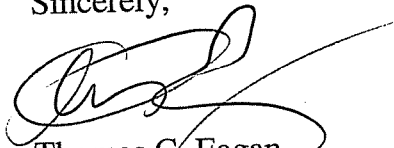
State of Rhode Island
Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, RI 02904.

Dear Sir/Madame:

Enclosed please find affidavits prepared by the law firm of Partridge Snow & Hahn LLP in compliance with Chapter 17-27 of the General Laws of Rhode Island relating to Political Contributions by State Vendors. Also enclosed you will find a Notice and Certification of State Vendor from Relief from Multiple Filings, since we anticipate multiple filing requirements for 2011.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Thomas C. Eagan
Director of Finance
and Administration

Enclosures

1246391_1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401)277-2056 [TDD: 277-2239]

RHODE ISLAND
BOARD OF ELECTIONS

11 JAN 21 AM 10: 01

NOTICE AND CERTIFICATION OF STATE VENDOR
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 20 11, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

Partridge, Snow & Hahn LLP

State Vendor

by: 
Alicia B. Hahn

Date 1/14/2011

NOTE:

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND BOARD OF ELECTIONS 11 JAN 21 AM 10: 01

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 9/23/2010
DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?
Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation ___ Partnership X Sole Proprietorship ___ Other Business Entity ___

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?
RI Public Finance Management Board

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?
(a) 10% or greater ownership interest in contracting party ___
(b) executive officer of contracting party ___
(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: _____
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 20th day of January, 2011

Rosa M Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths
My commission expires 8/25/13

Notary Public No. 32943



State of Rhode Island and Providence Plantations
Office of the General Treasurer
Room 102 State House
Providence, Rhode Island 02903

Frank T. Caprio
General Treasurer

Normand G. Benoit, Esquire
PARTRIDGE SNOW & HAHN, LLP
180 South Main Street
Providence, RI 02903

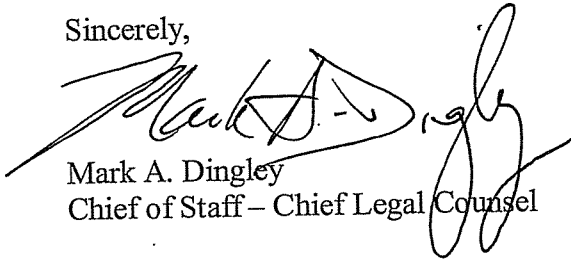
September 23, 2010

Re: Public Finance Management Board – Contract Extension

Dear Attorney Benoit:

Pursuant to an affirmative vote of the Rhode Island Public Finance Management Board, this letter will confirm the extension of the Agreement dated September 1, 2005 for Partridge Snow & Hahn, LLP (the "Firm") to provide legal services to the Rhode Island Public Finance Management Board (the "Board"). The scope of such services and the terms on which the Firm will perform remain the same as in the original engagement; a copy of the September 1, 2005 agreement has been enclosed for your convenience. Please carefully review this letter and if it meets with your approval, sign and return the enclosed copy to me. This extension is for a one-year period ending August 11, 2011.

Sincerely,



Mark A. Dingley
Chief of Staff – Chief Legal Counsel

ACCEPTED AND AGREED
Partridge, Snow & Hahn, LLP

By: Normand G. Benoit, Partner

Dated: 9/27/10

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09	PR	\$500	Eugene G. Bernardo
Joseph Fernandez	12/09	PR	\$250	Melissa E. Darigan
Daniel DaPonte	10/09	PR	\$100	James H. Hahn
John Loughlin	10/09	PR	\$50	Charles A. Lovell
Mark Zaccaria	5/09	PR	\$50	Charles A. Lovell
Frank Caprio	3/09	PR	\$250	Charles A. Lovell
Joseph Fernandez	12/09	PR	\$100	James W. Ryan
Stephen Archambolt	12/09	PR	\$100	James W. Ryan
Patrick Lynch	12/09	PR	\$150	James W. Ryan
Elizabeth Roberts	10/09	PR	\$100	Robert K. Taylor
Lincoln Chafee	9/09	PR	\$500	Robert K. Taylor
Frank Caprio	3/10	PR	\$100	Patricia Antonelli
Gina Raimondo	6/10	PR	\$125	Patricia Antonelli
Joseph Fernandez	5/10	PR	\$100	Patricia Antonelli
Douglas Gablinske	4/10	PR	\$100	Patricia Antonelli
Elizabeth Roberts	3/10	PR	\$250	Tracy Baran
Frank Caprio	3/10	PR	\$50	Tracy Baran
Erik Wallin	6/10	PR	\$65	Tracy Baran
Joseph Fernandez	6/10	PR	\$250	Normand G. Benoit
Joseph Fernandez	3/10	PR	\$250	Normand G. Benoit
Gina Raimondo	3/10	PR	\$200	Normand G. Benoit
Gina Raimondo	6/10	PR	\$800	Normand G. Benoit
Frank Caprio	3/10	PR	\$1,000	Normand G. Benoit
Douglas Gablinske	4/10	PR	\$100	Normand G. Benoit
Frank Caprio	3/10	PR	\$500	Eugene G. Bernardo
Gina Raimondo	3/10	PR	\$200	Eugene G. Bernardo
Gina Raimondo	6/10	PR	\$125	Eugene G. Bernardo
Frank Caprio	3/10	PR	\$50	Christopher C. Cassara
Frank Caprio	3/10	PR	\$100	Jennifer Cervenka
Gina Raimondo	6/10	PR	\$250	Jennifer Cervenka
Elizabeth Roberts	3/10	PR	\$350	Jennifer Cervenka
Elizabeth Roberts	6/10	PR	\$250	Jennifer Cervenka
Erik Wallin	6/10	PR	\$65	Jennifer Cervenka
Joseph Fernandez	1/10	PR	\$250	Melissa E. Darigan
Joseph Fernandez	6/10	PR	\$200	Melissa E. Darigan

206180
19-Jan-11

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Lincoln Chafee	1/10	PR	\$250	Melissa E. Darigan
Elizabeth Roberts	3/10	PR	\$50	Melissa E. Darigan
Frank Caprio	3/10	PR	\$250	Melissa E. Darigan
Gina Raimondo	7/10	PR	\$200	Melissa E. Darigan
David Bates	5/10	PR	\$100	Melissa E. Darigan
Bill Sao Bento	5/10	PR	\$100	Melissa E. Darigan
Frank Caprio	3/10	PR	\$50	Deborah DiNardo
Douglas Gablinske	4/10	PR	\$50	Deborah DiNardo
Erik Wallin	4/10	PR	\$50	Deborah DiNardo
Gina Raimondo	6/10	PR	\$125	Deborah DiNardo
Chris Little	6/10	PR	\$50	Deborah DiNardo
Frank Caprio	3/10	PR	\$250	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	David M. Gilden
Lincoln Chafee	4/10	PR	\$500	David M. Gilden
Lincoln Chafee	1/10	PR	\$300	David M. Gilden
Gina Raimondo	6/10	PR	\$250	James H. Hahn
John Robitaille	5/10	PR	\$500	James H. Hahn
Douglas Gablinske	4/10	PR	\$100	James H. Hahn
Frank Caprio	3/10	PR	\$250	James H. Hahn
John Robitaille	3/10	PR	\$500	James H. Hahn
Erik Wallin	3/10	PR	\$100	James H. Hahn
Gina Raimondo	3/10	PR	\$500	James H. Hahn
Elizabeth Roberts	3/10	PR	\$50	Theodore B. Howell
Frank Caprio	3/10	PR	\$250	Charles A. Lovell
Gina Raimondo	3/10	PR	\$200	Kathleen A. Ryan
Stephen Archambolt	6/10	PR	\$100	James W. Ryan
Joseph Fernandez	6/10	PR	\$100	James W. Ryan
Gina Raimondo	6/10	PR	\$125	James W. Ryan
Lincoln Chafee	1/10	PR	\$150	Robert K. Taylor
Joseph Fernandez	2/10	PR	\$75	Robert K. Taylor
Gina Raimondo	3/10	PR	\$150	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Robert K. Taylor
Erik Wallin	6/10	PR	\$200	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Jeffrey H. Gladstone
Joseph Fernandez	1/10	PR	\$250	Jeffrey H. Gladstone
Joseph Fernandez	5/10	PR	\$125	Jeffrey H. Gladstone
Jeremy Kapstein	7/10		\$100	Patricia Antonelli
Gina Raimondo	8/10		\$100	Patricia Antonelli
Stephen Costantino	9/10		\$100	Patricia Antonelli
Catherine Taylor	10/10		\$100	Patricia Antonelli
Jeremy Kapstein	7/10		\$75	Normand G. Benoit
Christopher Little	10/10		\$200	Normand G. Benoit
Elizabeth Roberts	10/10		\$200	Normand G. Benoit
Catherine Taylor	10/10		\$200	Normand G. Benoit
Lincoln Chafee	12/10		\$250	Normand G. Benoit
Gina Raimondo	8/10		\$500	Eugene G. Bernardo
Catherine Taylor	10/10		\$150	Eugene G. Bernardo
Stephen Costantino	9/10		\$50	Eugene G. Bernardo
Elizabeth Roberts	9/10		\$250	Jennifer Cervenka
Elizabeth Roberts	10/10		\$150	Jennifer Cervenka
Stephen Costantino	9/10		\$250	Jennifer Cervenka
Lincoln Chafee	9/10		\$200	Jennifer Cervenka
Catherine Taylor	10/10		\$250	Jennifer Cervenka
Gina Raimondo	7/10		\$200	Melissa E. Darigan

206180
19-Jan-11

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution	Amount of Contribution	Name of Contributor
Jeremy Kapstein	7/10	\$75	Melissa E. Darigan
Gina Raimondo	8/10	\$250	Melissa E. Darigan
Lincoln Chafee	9/10	\$200	Melissa E. Darigan
Catherine Taylor	10/10	\$150	Melissa E. Darigan
Erik Wallin	10/10	\$250	Melissa E. Darigan
Lincoln Chafee	12/10	\$250	Melissa E. Darigan
Catherine Taylor	8/10	\$200	Deborah DiNardo
Catherine Taylor	10/10	\$50	Deborah DiNardo
Lincoln Chafee	8/10	\$200	Deborah DiNardo
John Robitaille	9/10	\$150	Deborah DiNardo
Stephen Costantino	8/10	\$50	Deborah DiNardo
Stephen Costantino	9/10	\$100	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	David M. Gilden
Stephen Costantino	9/10	\$50	David M. Gilden
Lincoln Chafee	9/10	\$100	Jeffrey H. Gladstone
John Robitaille	10/10	\$150	Jeffrey H. Gladstone
Catherine Taylor	10/10	\$150	Jeffrey H. Gladstone
Stephen Costantino	9/10	\$200	Jeffrey H. Gladstone
Catherine Taylor	8/10	\$200	Jeffrey H. Gladstone
Jeremy Kapstein	7/10	\$200	James H. Hahn
Stephen Costantino	8/10	\$200	James H. Hahn
Kevin O'Neill	9/10	\$100	James H. Hahn
Dawson Hodgson	9/10	\$100	James H. Hahn
Christoher Otti	9/10	\$100	James H. Hahn
Doug Gablinske	9/10	\$100	James H. Hahn
Michael Marcello	9/10	\$100	James H. Hahn
John Robitaille	10/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$250	James H. Hahn
Lincoln Chafee	12/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$100	Charles A. Lovell
John Robitaille	10/10	\$100	Charles A. Lovell
Kerry King	8/10	\$250	Charles A. Lovell
Stephen Costantino	9/10	\$100	Charles A. Lovell
Lincoln Chafee	9/10	\$250	Howard Merten
Lincoln Chafee	7/10	\$100	David Morganelli
Frank Caprio	8/10	\$200	David Morganelli
Catherine Taylor	11/10	\$100	David Morganelli
Stephen Costantino	10/10	\$100	David Morganelli
Catherine Taylor	10/10	\$100	James W. Ryan
Stephen Costantino	9/10	\$100	James W. Ryan
Jeremy Kapstein	7/10	\$250	Kathleen A. Ryan
John Robitaille	9/10	\$100	Kathleen A. Ryan
Lincoln Chafee	9/10	\$100	Kathleen A. Ryan
Catherine Taylor	9/10	\$890	Kathleen A. Ryan
Stephen Costantino	9/10	\$50	Kathleen A. Ryan
Jeremy Kapstein	7/10	\$100	Steven E. Snow
Kerry King	9/10	\$100	Steven E. Snow
Catherine Taylor	11/10	\$200	Steven E. Snow
Lincoln Chafee	9/10	\$100	Robert K. Taylor
Erik Wallin	7/10	\$200	Robert K. Taylor
John Robitaille	10/10	\$250	Robert K. Taylor
Stephen Costantino	9/10	\$100	Robert K. Taylor

Partridge Snow & Hahn LLP
CONTRACTS WITH THE STATE OF RHODE ISLAND
January 1, 2009 - December 31, 2010

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
Narragansett Bay Comission	7/09	Depends upon work required.
State of RI General Treasurer	1/09	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/09	Depends upon work required.
State of RI General Treasurer	12/09	Depends upon work required.
RI Public Finance Management Board	12/09	Depends upon work required.
Narragansett Bay Comission	7/10	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/10	Depends upon work required.
Rhode Island Housing and Mortgage Finance Corp.	7/10	Depends upon work required.
RI Department of Education	7/10	Depends upon work required.
RI Public Finance Management Board	8/10	Depends upon work required.
RI Department of Admin/RI DOT	12/10	Depends upon work required.
RI Attorney General's Office	12/10	Depends upon work required.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RHODE ISLAND BOARD OF ELECTIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

11 JAN 21 AM 10:01

TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

- 1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
NAME OF PERSON MAKING THIS AFFIDAVIT
180 South Main Street, Providence, RI 02903
ADDRESS
(401) 861-8200
TELEPHONE NUMBER

- 2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 12/22/2010 DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

- 5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

- 6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
(Check One:) Corporation ___ Partnership X Sole Proprietorship ___ Other Business Entity ___

- 7. If "other business entity" is checked above, what is the nature of such business entity?

- 8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO ___

- 9. If yes, what is the name of state agency to which you are providing goods and/or services? RI Attorney General

- 10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

- 11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party ___ (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___
(b) executive officer of contracting party ___

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency, or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (' Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: _____
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 20th day of January, 2011

Rosa M Almeida
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida
Printed Name of Notary or Other Person Authorized to Administer Oaths
My commission expires 8/25/13

December 22, 2010

Patrick C. Lynch
Attorney General
150 S. Main St.
Providence, RI 02903

Re: ENGAGEMENT LETTER IN CONNECTION WITH
REPRESENTATION OF THE STATE OF RHODE
ISLAND IN THE PENDING TOBACCO MSA
ARBITRATION AND RELATED PROCEEDINGS

Dear Attorney General Lynch:

This Engagement Letter sets forth the terms and conditions under which Partridge, Snow & Hahn LLP (hereinafter "Law Firm"), including its lawyers, employees, and agents will assist the State of Rhode Island in the pending tobacco MSA arbitration and related proceedings. The Law Firm hereby commits to the following:

Scope of Work

The Department of the Attorney General has determined that it is necessary to have outside representation of the State of Rhode Island in the pending MSA proceeding as described above. The Department has also determined that said representation requires the assistance of qualified, professionals and has selected the Law Firm to conduct and/or assist in said arbitration.

The Law Firm shall be available to discuss its defense with the designated personnel from the Department if requested to do so by the Department on any matter arising out of its work hereunder. It is understood that the above-referenced services are not all-inclusive and that the Department may call upon the Law Firm to render such other services in connection with this arbitration as the Department may, from time to time, in its discretion, deem appropriate.

Confidentiality

The Law Firm recognizes that in the performance of its work hereunder, the Law Firm will acquire or have access to records and information that are confidential pursuant to R.I. Gen. Laws and common law privileges. The Law Firm agrees to take reasonable

steps to ensure the physical security of such data under its control. The Law Firm shall not discuss said information with persons other than those specifically designated by the Department. The Law Firm shall promptly notify the Department of any inquiries, requests or demand concerning and confidential information, including any subpoenas.

Conflict of Interest

The Law Firm agrees that it will not engage in any conduct that violates or induces others to violate the provisions of Rhode Island law regarding the conduct of state employees. The Law Firm hereby certifies that it is in compliance with the provisions of said laws and will remain in compliance therewith throughout its work on this project.

Obligation to Pay

The State of Rhode Island will bear the costs of the work specified herein, including the cost of the services of the Law Firm, its employees and agents. The Law Firm, its employees and agents understand that the State's obligation to pay those costs is imposed by law, that all recourse by the Law Firm, its employees and agents for payment is to the State.

Rate of Pay

All fees and expenses charged by the Law Firm under this agreement will be in accordance with Exhibit A attached to this letter. Any proposed increases in those rates shall be submitted to the Department for approval at least thirty days before implementation. These rates specifically include all costs relating to the performance of the project, other than "out-of-pocket expenses," such as travel and overnight delivery costs, which will be billed separately and in addition. I certify in accordance with the provisions of RIGL 37-2-70(b) that the rate of compensation set forth in Exhibit A does not exceed the rate of compensation charged by us to our preferred public or private clients.

We also hereby certify that all attorneys who are used by the firm who perform legal services hereunder will have the appropriate professional licensing, will be competent to perform such services as reflected by formal training, education, and experience in providing the required services, and that we will have the ability to perform the services as reflected by workload and availability of adequate personnel, equipment and facilities to perform the services expeditiously.

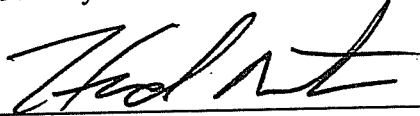
Law Firm is unable at this time to estimate the cost of this engagement based upon the scope and uncertainty of the arbitration and related proceedings. Law Firm will submit a monthly detailed bill to the Department.

Choice of Law

This Engagement Letter shall be construed under and governed by the laws of the State of Rhode Island. The Law Firm, its employees and agents agree that any legal proceeding concerning or implicating this Engagement Letter or the work done thereunder shall be brought in a court of competent jurisdiction within the State of Rhode Island and the Law Firm hereby submits to the jurisdiction of the state courts of the State of Rhode Island for that purpose.

E-Verify

The Law Firm hereby certifies that it has registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. The Law Firm understands and agrees that it is required to continue to utilize the services of the E-Verify program for as long as it continues to do business with the State of Rhode Island. The consultant further understand that its failure to continue to utilize the E-Verify program will adversely affect its ability to continue to do business with the State of Rhode Island.



Howard Merten, Esq.
Partner, Partridge Snow & Hahn LLP, 180 South
Main Street, Providence, Rhode Island 02903 and
Duly Authorized Agent of the Law Firm and all
agents and employees of Law Firm

Assented to:

State of Rhode Island

By: _____
Authorized Representative

Response to Request for Statement of Qualifications
To Serve as Legal Counsel
to the
State of Rhode Island
in the 2003 NPM Adjustment Proceedings before an
arbitration panel pursuant to Section XI(c) of the
Tobacco Master Settlement Agreement

December 17, 2010

Partridge Snow & Hahn LLP is pleased to submit this proposal to provide legal services as counsel to the State of Rhode Island ("State") in the above-described adjustment proceeding (the "Arbitration") with respect to Part II – Costs.

Part II. COSTS.

2.1 through 2.4.

Partridge Snow & Hahn LLP will provide the State a 10% discount from our normal hourly rates. The rates, which went into effect on July 1, 2010, are listed below. These rates will remain in effect until July 1, 2011. Thereafter, our rates will be at a 10% discount from our normal hourly rates that will become effective on July 1, 2011.

Attorney	Rate	Discount	Effective Rate
Howard Merten, Partner	\$370	10%	\$333.00
James Ryan, Partner	\$330	10%	\$297.00
Steven E. Snow, Partner	\$375	10%	\$337.50
Brian P. Gallogly, of Counsel	\$425	10%	\$382.50
Paul Kessimian, Associate	\$200	10%	\$180.00
Alicia J. Samolis, Associates	\$185	10%	\$166.50

Our paralegals hourly rates vary from \$125 to \$135, and we will reduce these rates by a 10% discount.

It is the goal of Partridge Snow & Hahn LLP to render cost-effective and responsive professional services of the highest quality. We do our best to understand our clients' needs and concerns in the context of any business matters given to our care and proceed accordingly. In particular, we provide legal services as efficiently as possible, assigning only the appropriate number of professionals, including well-trained paralegals, to handle a matter. As reflected in our mission statement, we believe that we have an absolute obligation to provide the highest quality service to our clients at reasonable and competitive costs, and we have dedicated ourselves to that mission. Due to confidentiality requirements, we are unable to provide you with examples of fees charged in recent matters. We are open to working with other law firms representing other states in the nationwide arbitration to coordinate research, filings and arguments to deliver cost-effective service to the State. We are also willing to discuss with the State the setting of a blended rate for work performed by attorneys at the firm.

2.5 Partridge Snow & Hahn LLP does not add on any surcharges to expenses incurred, and will comply with all State requirements related to the reimbursement of expenses. Typically, we submit reimbursements for expenses on a monthly basis.

Respectfully submitted,
Partridge Snow & Hahn LLP

By: _____
Brian Gallogly

206180
20-Jan-11

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Exhibit I

RHODE ISLAND
BOARD OF ELECTIONS
11 JAN 21 AM 10:02

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09	PR	\$500	Eugene G. Bernardo
Joseph Fernandez	12/09	PR	\$250	Melissa E. Darigan
Daniel DaPonte	10/09	PR	\$100	James H. Hahn
John Loughlin	10/09	PR	\$50	Charles A. Lovell
Mark Zaccaria	5/09	PR	\$50	Charles A. Lovell
Frank Caprio	3/09	PR	\$250	Charles A. Lovell
Joseph Fernandez	12/09	PR	\$100	James W. Ryan
Stephen Archambolt	12/09	PR	\$100	James W. Ryan
Patrick Lynch	12/09	PR	\$150	James W. Ryan
Elizabeth Roberts	10/09	PR	\$100	Robert K. Taylor
Lincoln Chafee	9/09	PR	\$500	Robert K. Taylor
Frank Caprio	3/10	PR	\$100	Patricia Antonelli
Gina Raimondo	6/10	PR	\$125	Patricia Antonelli
Joseph Fernandez	5/10	PR	\$100	Patricia Antonelli
Douglas Gablinske	4/10	PR	\$100	Patricia Antonelli
Elizabeth Roberts	3/10	PR	\$250	Tracy Baran
Frank Caprio	3/10	PR	\$50	Tracy Baran
Erik Wallin	6/10	PR	\$65	Tracy Baran
Joseph Fernandez	6/10	PR	\$250	Normand G. Benoit
Joseph Fernandez	3/10	PR	\$250	Normand G. Benoit
Gina Raimondo	3/10	PR	\$200	Normand G. Benoit
Gina Raimondo	6/10	PR	\$800	Normand G. Benoit
Frank Caprio	3/10	PR	\$1,000	Normand G. Benoit
Douglas Gablinske	4/10	PR	\$100	Normand G. Benoit
Frank Caprio	3/10	PR	\$500	Eugene G. Bernardo
Gina Raimondo	3/10	PR	\$200	Eugene G. Bernardo
Gina Raimondo	6/10	PR	\$125	Eugene G. Bernardo
Frank Caprio	3/10	PR	\$50	Christopher C. Cassara
Frank Caprio	3/10	PR	\$100	Jennifer Cervenka
Gina Raimondo	6/10	PR	\$250	Jennifer Cervenka
Elizabeth Roberts	3/10	PR	\$350	Jennifer Cervenka
Elizabeth Roberts	6/10	PR	\$250	Jennifer Cervenka
Erik Wallin	6/10	PR	\$65	Jennifer Cervenka
Joseph Fernandez	1/10	PR	\$250	Melissa E. Darigan
Joseph Fernandez	6/10	PR	\$200	Melissa E. Darigan

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Lincoln Chafee	1/10	PR	\$250	Melissa E. Darigan
Elizabeth Roberts	3/10	PR	\$50	Melissa E. Darigan
Frank Caprio	3/10	PR	\$250	Melissa E. Darigan
Gina Raimondo	7/10	PR	\$200	Melissa E. Darigan
David Bates	5/10	PR	\$100	Melissa E. Darigan
Bill Sao Bento	5/10	PR	\$100	Melissa E. Darigan
Frank Caprio	3/10	PR	\$50	Deborah DiNardo
Douglas Gablinske	4/10	PR	\$50	Deborah DiNardo
Erik Wallin	4/10	PR	\$50	Deborah DiNardo
Gina Raimondo	6/10	PR	\$125	Deborah DiNardo
Chris Little	6/10	PR	\$50	Deborah DiNardo
Frank Caprio	3/10	PR	\$250	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	David M. Gilden
Lincoln Chafee	4/10	PR	\$500	David M. Gilden
Lincoln Chafee	1/10	PR	\$300	David M. Gilden
Gina Raimondo	6/10	PR	\$250	James H. Hahn
John Robitaille	5/10	PR	\$500	James H. Hahn
Douglas Gablinske	4/10	PR	\$100	James H. Hahn
Frank Caprio	3/10	PR	\$250	James H. Hahn
John Robitaille	3/10	PR	\$500	James H. Hahn
Erik Wallin	3/10	PR	\$100	James H. Hahn
Gina Raimondo	3/10	PR	\$500	James H. Hahn
Elizabeth Roberts	3/10	PR	\$50	Theodore B. Howell
Frank Caprio	3/10	PR	\$250	Charles A. Lovell
Gina Raimondo	3/10	PR	\$200	Kathleen A. Ryan
Stephen Archambolt	6/10	PR	\$100	James W. Ryan
Joseph Fernandez	6/10	PR	\$100	James W. Ryan
Gina Raimondo	6/10	PR	\$125	James W. Ryan
Lincoln Chafee	1/10	PR	\$150	Robert K. Taylor
Joseph Fernandez	2/10	PR	\$75	Robert K. Taylor
Gina Raimondo	3/10	PR	\$150	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Robert K. Taylor
Erik Wallin	6/10	PR	\$200	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Jeffrey H. Gladstone
Joseph Fernandez	1/10	PR	\$250	Jeffrey H. Gladstone
Joseph Fernandez	5/10	PR	\$125	Jeffrey H. Gladstone
Jeremy Kapstein	7/10		\$100	Patricia Antonelli
Gina Raimondo	8/10		\$100	Patricia Antonelli
Stephen Costantino	9/10		\$100	Patricia Antonelli
Catherine Taylor	10/10		\$100	Patricia Antonelli
Jeremy Kapstein	7/10		\$75	Normand G. Benoit
Christopher Little	10/10		\$200	Normand G. Benoit
Elizabeth Roberts	10/10		\$200	Normand G. Benoit
Catherine Taylor	10/10		\$200	Normand G. Benoit
Lincoln Chafee	12/10		\$250	Normand G. Benoit
Gina Raimondo	8/10		\$500	Eugene G. Bernardo
Catherine Taylor	10/10		\$150	Eugene G. Bernardo
Stephen Costantino	9/10		\$50	Eugene G. Bernardo
Elizabeth Roberts	9/10		\$250	Jennifer Cervenka
Elizabeth Roberts	10/10		\$150	Jennifer Cervenka
Stephen Costantino	9/10		\$250	Jennifer Cervenka
Lincoln Chafee	9/10		\$200	Jennifer Cervenka
Catherine Taylor	10/10		\$250	Jennifer Cervenka
Gina Raimondo	7/10		\$200	Melissa E. Darigan

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution	Amount of Contribution	Name of Contributor
Jeremy Kapstein	7/10	\$75	Melissa E. Darigan
Gina Raimondo	8/10	\$250	Melissa E. Darigan
Lincoln Chafee	9/10	\$200	Melissa E. Darigan
Catherine Taylor	10/10	\$150	Melissa E. Darigan
Erik Wallin	10/10	\$250	Melissa E. Darigan
Lincoln Chafee	12/10	\$250	Melissa E. Darigan
Catherine Taylor	8/10	\$200	Deborah DiNardo
Catherine Taylor	10/10	\$50	Deborah DiNardo
Lincoln Chafee	8/10	\$200	Deborah DiNardo
John Robitaille	9/10	\$150	Deborah DiNardo
Stephen Costantino	8/10	\$50	Deborah DiNardo
Stephen Costantino	9/10	\$100	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	David M. Gilden
Stephen Costantino	9/10	\$50	David M. Gilden
Lincoln Chafee	9/10	\$100	Jeffrey H. Gladstone
John Robitaille	10/10	\$150	Jeffrey H. Gladstone
Catherine Taylor	10/10	\$150	Jeffrey H. Gladstone
Stephen Costantino	9/10	\$200	Jeffrey H. Gladstone
Catherine Taylor	8/10	\$200	Jeffrey H. Gladstone
Jeremy Kapstein	7/10	\$200	James H. Hahn
Stephen Costantino	8/10	\$200	James H. Hahn
Kevin O'Neill	9/10	\$100	James H. Hahn
Dawson Hodgson	9/10	\$100	James H. Hahn
Christoher Otti	9/10	\$100	James H. Hahn
Doug Gablinske	9/10	\$100	James H. Hahn
Michael Marcello	9/10	\$100	James H. Hahn
John Robitaille	10/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$250	James H. Hahn
Lincoln Chafee	12/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$100	Charles A. Lovell
John Robitaille	10/10	\$100	Charles A. Lovell
Kerry King	8/10	\$250	Charles A. Lovell
Stephen Costantino	9/10	\$100	Charles A. Lovell
Lincoln Chafee	9/10	\$250	Howard Merten
Lincoln Chafee	7/10	\$100	David Morganelli
Frank Caprio	8/10	\$200	David Morganelli
Catherine Taylor	11/10	\$100	David Morganelli
Stephen Costantino	10/10	\$100	David Morganelli
Catherine Taylor	10/10	\$100	James W. Ryan
Stephen Costantino	9/10	\$100	James W. Ryan
Jeremy Kapstein	7/10	\$250	Kathleen A. Ryan
John Robitaille	9/10	\$100	Kathleen A. Ryan
Lincoln Chafee	9/10	\$100	Kathleen A. Ryan
Catherine Taylor	9/10	\$890	Kathleen A. Ryan
Stephen Costantino	9/10	\$50	Kathleen A. Ryan
Jeremy Kapstein	7/10	\$100	Steven E. Snow
Kerry King	9/10	\$100	Steven E. Snow
Catherine Taylor	11/10	\$200	Steven E. Snow
Lincoln Chafee	9/10	\$100	Robert K. Taylor
Erik Wallin	7/10	\$200	Robert K. Taylor
John Robitaille	10/10	\$250	Robert K. Taylor
Stephen Costantino	9/10	\$100	Robert K. Taylor

STATE OF RHODE ISLAND AND PROVIDENCE PLANNING AND ZONING BOARD OF ELECTIONS
 BOARD OF ELECTIONS
 CAMPAIGN FINANCE DIVISION 11
 50 Branch Avenue, Providence, Rhode Island 02904
 TEL. (401) 222-2056 [TDD: 222-2239]

JAN 21 AM 10:02

**AFFIDAVIT OF STATE VENDOR
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND**

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF.** If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Thomas C. Eagan
 NAME OF PERSON MAKING THIS AFFIDAVIT
 180 South Main Street, Providence, RI 02903
 ADDRESS
 (401) 861-8200
 TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 11/1/2010
 DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
 DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?
 Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543
 (Check One:) Corporation Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?
RI Department of Transportation

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party _____
 (b) executive officer of contracting party _____
 (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer _____

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____

Address _____

State Agency _____

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO _____

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES _____ NO _____

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name _____ Address _____ Relationship to Contracting Party _____

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO _____

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
----------------------------------------------------------------------------------	-----------------------------	-------------------------------	----------------------------	------------------------------------------

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
---------------------	-------------------------	---------------------------	---------------	--------------

See Exhibit II

TOTAL GROSS AMOUNT: \$ _____

Partridge Snow & Hahn LLP

by: [Signature]
Signature of Person Making the Affidavit
Director of Finance and Administration

State of _____
County of _____

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 20 day of January, 2011

[Signature]
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida

Printed Name of Notary or Other Person Authorized to Administer Oaths

My commission expires 8/25/13

Notary Public Comm No. 32943

November 1, 2010

Lisa M. Martinelli, Esq.
Executive Legal Counsel
RI Department Of Transportation

Executive Counsel
Two Capitol Hill
Providence, RI 02903

Dear Lisa:

Partridge Snow & Hahn LLP welcomes this opportunity to serve you. We are providing you with a copy of our Standard Conditions Regarding Legal Representation and Fee Arrangement and, per your request, a Scope of Services for this engagement. The Standard Conditions outline the nature and scope of our relationship, our method of determining fees, and our procedures for billing and payment.

We ask that you review this letter carefully and contact us promptly with any questions you may have about the Standard Conditions. Unless otherwise mutually agreed in writing, the Standard Conditions will govern our obligations to one another. We also suggest that you maintain a copy of this engagement letter for your files and we thank you for engaging Partridge Snow & Hahn LLP to handle your legal matter.

Very truly yours,

Partridge Snow & Hahn LLP


Michael A. Gamboli

MAG/ejk
Enclosure
cc: Mr. Thomas C. Eagan

PARTRIDGE SNOW & HAHN LLP
STANDARD CONDITIONS REGARDING LEGAL REPRESENTATION
AND FEE ARRANGEMENT

I. Nature and Scope of Legal Representation.

A. Scope of Work and Communications. You have engaged us to provide legal services relating to various legal matters that may arise from time to time. The scope of our representation, along with any limitations upon those services, shall be determined pursuant to discussions and correspondence with you throughout our association. Any expression on our part concerning the outcome of your legal matter is an expression of our professional judgment, but is not a guarantee. Such opinions are ~~necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are~~ expressed.

The extent of work necessary to satisfactorily resolve your matter may vary significantly from our original expectations, and therefore, we will attempt to maintain open lines of communication to keep you apprised about the status of your matter. Furthermore, as a matter of course, we will send you copies of all pertinent correspondence, documents, and other materials prepared or received by us in the course of our representation. You are also encouraged to contact us whenever you have any questions or comments regarding the status of your matter, or whenever any new facts or developments come to your attention.

B. Attorney Assignment. Customarily, each client has a principal attorney who will have supervisory responsibility for legal matters involving the client. You are free to request a change of principal attorney at any time, for any reason. Subject to the role of the principal attorney, your work or parts of it may be performed by the principal attorney, other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise or skill in a particular area or to promote efficiency and cost effectiveness in the handling of your work.

C. Termination. You may terminate our representation at any time. Your termination of our services will not affect your responsibility for payment of legal services rendered and expenses incurred both before termination and in connection with an orderly transition of the matter to another attorney.

We are subject to the Codes of Professional Responsibility, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client: misrepresentation or failure to disclose material facts to us, action(s) contrary to our advice, conflict of interest with another client, or nonpayment of fees or costs. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our intention to withdraw. In the event of withdrawal, we will cooperate with your new attorney to provide a smooth transition.

II. Fee Arrangement.

A. Fee Determination. It is often impossible to determine the full nature and extent of the legal services which your matter may ultimately require, because, throughout our representation, the facts and circumstances as known to us pertaining to your matter may change. For this reason, we are generally unable to charge a fixed amount for our services. Rather, our fee is based upon our

determination of the value of our services, as well as the time we devote to your matter. In most cases, fees will be based upon the time actually expended by attorneys and legal assistants. Charges are made for time spent on items such as conference and telephone calls with you and other individuals involved in your legal affairs, legal research and analysis, court appearances, consultations with other attorneys, review of documentary materials, preparation and drafting of legal documents, correspondence and memoranda, and travel time.

Our hourly rates for our professionals vary depending upon the experience of the professionals and the nature and complexity of the matter or issues involved. Because the hourly rate is not always an accurate gauge of the value of services rendered to you, we reserve the right to adjust your bill either upward or downward to arrive at a reasonable fee. Bills may be adjusted downward in situations where the time expended on a matter seems inordinately high. In addition, bills may be adjusted upward depending upon such factors as:

- The novelty and/or complexity of the issues presented, and the skill required to perform the legal services promptly.
- The fees customarily charged in the community for similar services and the value of the services to you.
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other work.

Among these factors, the time and effort required by your matter are typically weighted most heavily. We will keep accurate records of the time we devote to your work, and will provide you with detailed time records as a normal component of each invoice we render.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually to reflect current levels of legal experience, and other factors. Adjustments to our hourly rates normally occur in the summer.

B. Expenses. We typically incur and pay on behalf of our clients a variety of costs in connection with our legal representation. Whenever such costs are incurred, we will carefully itemize and bill these charges. Typical costs include: long distance telephone calls, photocopying, express delivery services, facsimiles, electronic database services, travel and extraordinary secretarial overtime which may be required by the circumstances, fees for stenographers, process servers, (investigators, special counsel, expert witnesses, consultants, accountants and appraisers) and other costs incurred on your behalf. The firm reserves the right to send you vendor invoices for expenses incurred on your behalf which exceed \$1,000, with a request that you pay such invoices directly.

C. Billing Arrangements. We will bill you on a monthly basis for both fees and disbursements. You agree to make payment within thirty (30) days of our invoice date. If our invoices are not paid within thirty (30) days of the invoice date, we reserve the right to accrue and collect interest on the outstanding balance of your account at the rate of 1% per month (12% per annum).

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account current upon request. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from your representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including expenses and reasonable attorneys' fees.

D. Your Right to Arbitrate. If you disagree with the amount of our fee or are unhappy with any services rendered, please contact your principal attorney to discuss your concerns. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the State Bar Association, and we agree to participate fully in the process.

1277412_1

Scope of Services

Per the Department of Transportation's request, this document shall constitute our estimated scope of services with respect to this office's engagement to represent the Department of Transportation ("DOT") in litigation brought by the Shire Corporation against the Rhode Island Department of Administration, Civil Action No. 10-6288, in which action the DOT has intervened.

The scope of services is an estimate provided at this early stage of the project. Actual cost will depend on the amount of time necessary to effectively represent the DOT with respect to this litigation and does not include any cost incurred with respect to any other litigation which may be pending between the above-referenced parties.

Services will be performed by Jeffrey Gladstone and Michael Gamboli at a rate of \$300 per hour and Thomas Enright at a rate of \$200 per hour. Biographies of the attorneys are available at www.psh.com.

Service Deliverables

Estimated Number of Hours

Review of pending pleadings, companion pleadings, pertinent regulations and specifications, developing and understanding the project, the nature of the claims and need for testimony with respect to the Plaintiff's request for injunctive relief.	12 (TJE) 18 (JHG) 2 (MAG)
Prepare for and defend the DOT at the preliminary injunction hearing, including preparation of examinations and cross examinations of witnesses, research of legal arguments for purposes of evidentiary issues and full representations of the DOT through the preliminary injunction proceeding.	18 (JHG) 18 (TJE)
Research of relevant statutes, case law including supreme court decisions regarding procurement issues, and preparation of memorandum of law to the Court with respect to same.	33 (TJE) 30 (JHG)

Telephone conferences, meetings with client, discussions with opposing counsel, meetings and/or discussions with counsel in companion cases throughout the preliminary injunction stage.

10 (JHG)
4 (TJE)

It is unclear at this stage where or how the matter will proceed after the preliminary injunction phase has concluded. This office will, upon request, provide an updated scope of services at the appropriate time.

1276720_1/MTBA-MAG

Michael A. Gamboli
mag@psh.com

November 22, 2010

Lisa M. Martinelli, Esq.
Executive Legal Counsel
RI Department Of Transportation
Two Capitol Hill
Providence RI 02903

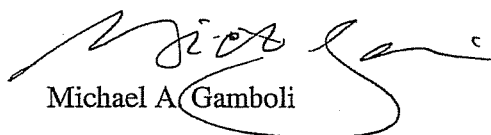
Re: Rhode Island Department of Transportation/Shire Corporation

Dear Lisa:

Per your request, enclosed is a Second Scope of Services. If you have any questions, please do not hesitate to contact me.

Thank you.

Very truly yours,



Michael A. Gamboli

MAG:ejk
Enclosure
cc: Jeffrey H. Gladstone, Esq.

1296729_1/10266-1

Second Scope of Services

Per the Department of Transportation's request, this office previously submitted an estimated scope of services with respect to our engagement to represent the Department of Transportation ("DOT") in litigation brought by the Shire Corporation against the Rhode Island Department of Administration, Civil Action No. 10-6288 (Shire II), in which action the DOT has intervened. As indicated at that time, the scope of services was an estimate and did not include any cost incurred with respect to the other litigation pending between the DOT and Shire (Shire I) nor did it include cost relating to an evaluation and revisions to certain regulations relating to DOT's procurement authority. This office has resolved Shire II as it relates to claims involving the Child Street project and has obtained a stay of other issues relating to the Blue Book and applicable regulations.

The DOT has now requested that we enter appearances on DOT's behalf in ongoing matters involving the above parties (Shire I) which implicate the same issues involved in Shire II. The DOT has also requested that this office work with the DOT in order to revise the pending regulatory documents regarding purchasing as same relate to DOT. The following is a Scope of Services for this additional engagement.

Services will be performed by Jeffrey Gladstone, Michael Gamboli and Robert Taylor at a rate of \$300 per hour and Thomas Enright at a rate of \$200 per hour. Biographies of the attorneys are available at www.psh.com.

Service Deliverables

Estimated Number of Hours

Review of pending pleadings, companion pleadings, pertinent regulations and specifications, developing and understanding the project, pertinent cases meetings with opposing counsel and court on litigation.	100 (JHG) 100 (TJE)
Mediation – including preparation and presentation of pending litigation arguments for	40 (JHG)

purposes of evidentiary issues and full representations of the DOT.

Draft motion for summary judgment relating to Declaratory Judgment/challenges to Blue Book and revise entire summary judgment.	20 (JHG) 40 (RKT) 75 (TJE)
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------

Litigation of pending matter with Shire which will likely move to trial within the next eight (8) months.

1. Written discovery and related motions. 40 (JHG)
75 (TJE)
20 (RKT)
 2. Depositions and related preparation. 150 (JHG)
75 (TJE)
50 (RKT)
 3. Preparation of motions and related legal research (motion in limine). 75 (JHG)
100 (TJE)
50 (RKT)
 4. Trial preparation and trial. 250 (JHG)
250 (TJE)
150 (RKT)
- Revisions to purchasing regulations. 50 (MAG)
50 (JHG)

Jeffrey H. Gladstone
JHG@psh.com

December 15, 2010

Lisa M. Martinelli, Esq.
Executive Legal Counsel
RI Department Of Transportation
Two Capitol Hill
Providence RI 02903

Re: Supplement to Engagement Letters dated November 1, 2010 and
November 22, 2010

Dear Lisa:

This letter sets forth the additional terms regarding Partridge Snow & Hahn LLP's provision of legal services to the Rhode Island Department of Transportation ("DOT") and the State of Rhode Island with regard to litigation brought by Shire Corporation against the Rhode Island Department of Administration et al., C.A. No. 10-6288 and related litigation, as well as issues arising out of and relating to the State of Rhode Island Procurement Regulations and the Department of Transportation Standard Specifications for Road and Bridge Construction.

This letter shall constitute a certification that the rate of compensation provided herein will not exceed the rate of compensation charged by this firm to its preferred public or private clients. Moreover, this shall constitute a certification that all attorneys who are used by the firm who perform legal services hereunder will have the appropriate professional licensing, will be competent to perform such services as reflected by formal training, education, and experience in providing the required services, and that we will have the ability to perform the services as reflected by workload and availability of adequate personnel, equipment and facilities to perform the services expeditiously.

E-Verify Compliance

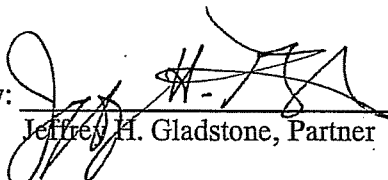
We certify that we have registered to utilize the E-Verify programs (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. We understand and agree that we are required to continue to utilize the services of the "E-Verify program for as long as we continue to do business with the State of Rhode Island. We further understand that our failure to continue to utilize the services of the E-Verify program will adversely affect our ability

Lisa M. Martinelli, Esq.
December 15, 2010
Page 2

to continue to do business with the State of Rhode Island and our ability to do business with the State of Rhode Island in the future.

If you need any additional information, please contact me at your earliest convenience.

Partridge Snow & Hahn LLP

By: 
Jeffrey H. Gladstone, Partner

JHG/as

1307049_1/10266-1

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Joseph Fernandez	3/09	PR	\$50	Patricia Antonelli
Frank Caprio	3/09	PR	\$250	Patricia Antonelli
Frank Caprio	3/09	PR	\$1,000	Normand G. Benoit
Frank Caprio	3/09	PR	\$500	Eugene G. Bernardo
David Bates	6/09	PR	\$100	Melissa E. Darigan
Frank Caprio	3/09	PR	\$250	Melissa E. Darigan
Frank Caprio	3/09	PR	\$100	Deborah DiNardo
Lincoln Chafee	6/09	PR	\$100	Deborah DiNardo
Frank Caprio	3/09	PR	\$250	Michael A. Gamboli
Lincoln Chafee	6/09	PR	\$150	Jeffrey H. Gladstone
William Murphy	2/09	PR	\$250	David M. Gilden
Lincoln Chafee	6/09	PR	\$200	David M. Gilden
Frank Caprio	3/09	PR	\$250	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	James H. Hahn
Lincoln Chafee	6/09	PR	\$150	Michael A. Kehoe
John Loughlin	6/09	PR	\$50	Charles A. Lovell
RI Republican Party	5/09	PR	\$50	Charles A. Lovell
Lincoln Chafee	6/09	PR	\$150	James W. Ryan
Frank Caprio	3/09	PR	\$250	Robert K. Taylor
Lincoln Chafee	6/09	PR	\$150	Robert K. Taylor
Frank Caprio	12/09	PR	\$500	Eugene G. Bernardo
Joseph Fernandez	12/09	PR	\$250	Melissa E. Darigan
Daniel DaPonte	10/09	PR	\$100	James H. Hahn
John Loughlin	10/09	PR	\$50	Charles A. Lovell
Mark Zaccaria	5/09	PR	\$50	Charles A. Lovell
Frank Caprio	3/09	PR	\$250	Charles A. Lovell
Joseph Fernandez	12/09	PR	\$100	James W. Ryan
Stephen Archambolt	12/09	PR	\$100	James W. Ryan
Patrick Lynch	12/09	PR	\$150	James W. Ryan
Elizabeth Roberts	10/09	PR	\$100	Robert K. Taylor
Lincoln Chafee	9/09	PR	\$500	Robert K. Taylor
Frank Caprio	3/10	PR	\$100	Patricia Antonelli
Gina Raimondo	6/10	PR	\$125	Patricia Antonelli
Joseph Fernandez	5/10	PR	\$100	Patricia Antonelli
Douglas Gablinske	4/10	PR	\$100	Patricia Antonelli
Elizabeth Roberts	3/10	PR	\$250	Tracy Baran
Frank Caprio	3/10	PR	\$50	Tracy Baran
Erik Wallin	6/10	PR	\$65	Tracy Baran
Joseph Fernandez	6/10	PR	\$250	Normand G. Benoit
Joseph Fernandez	3/10	PR	\$250	Normand G. Benoit
Gina Raimondo	3/10	PR	\$200	Normand G. Benoit
Gina Raimondo	6/10	PR	\$800	Normand G. Benoit
Frank Caprio	3/10	PR	\$1,000	Normand G. Benoit
Douglas Gablinske	4/10	PR	\$100	Normand G. Benoit
Frank Caprio	3/10	PR	\$500	Eugene G. Bernardo
Gina Raimondo	3/10	PR	\$200	Eugene G. Bernardo
Gina Raimondo	6/10	PR	\$125	Eugene G. Bernardo
Frank Caprio	3/10	PR	\$50	Christopher C. Cassara
Frank Caprio	3/10	PR	\$100	Jennifer Cervenka
Gina Raimondo	6/10	PR	\$250	Jennifer Cervenka
Elizabeth Roberts	3/10	PR	\$350	Jennifer Cervenka
Elizabeth Roberts	6/10	PR	\$250	Jennifer Cervenka
Erik Wallin	6/10	PR	\$65	Jennifer Cervenka
Joseph Fernandez	1/10	PR	\$250	Melissa E. Darigan
Joseph Fernandez	6/10	PR	\$200	Melissa E. Darigan

206180
20-Jan-11

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Lincoln Chafee	1/10	PR	\$250	Melissa E. Darigan
Elizabeth Roberts	3/10	PR	\$50	Melissa E. Darigan
Frank Caprio	3/10	PR	\$250	Melissa E. Darigan
Gina Raimondo	7/10	PR	\$200	Melissa E. Darigan
David Bates	5/10	PR	\$100	Melissa E. Darigan
Bill Sao Bento	5/10	PR	\$100	Melissa E. Darigan
Frank Caprio	3/10	PR	\$50	Deborah DiNardo
Douglas Gablinske	4/10	PR	\$50	Deborah DiNardo
Erik Wallin	4/10	PR	\$50	Deborah DiNardo
Gina Raimondo	6/10	PR	\$125	Deborah DiNardo
Chris Little	6/10	PR	\$50	Deborah DiNardo
Frank Caprio	3/10	PR	\$250	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	Michael A. Gamboli
Gina Raimondo	6/10	PR	\$125	David M. Gilden
Lincoln Chafee	4/10	PR	\$500	David M. Gilden
Lincoln Chafee	1/10	PR	\$300	David M. Gilden
Gina Raimondo	6/10	PR	\$250	James H. Hahn
John Robitaille	5/10	PR	\$500	James H. Hahn
Douglas Gablinske	4/10	PR	\$100	James H. Hahn
Frank Caprio	3/10	PR	\$250	James H. Hahn
John Robitaille	3/10	PR	\$500	James H. Hahn
Erik Wallin	3/10	PR	\$100	James H. Hahn
Gina Raimondo	3/10	PR	\$500	James H. Hahn
Elizabeth Roberts	3/10	PR	\$50	Theodore B. Howell
Frank Caprio	3/10	PR	\$250	Charles A. Lovell
Gina Raimondo	3/10	PR	\$200	Kathleen A. Ryan
Stephen Archambolt	6/10	PR	\$100	James W. Ryan
Joseph Fernandez	6/10	PR	\$100	James W. Ryan
Gina Raimondo	6/10	PR	\$125	James W. Ryan
Lincoln Chafee	1/10	PR	\$150	Robert K. Taylor
Joseph Fernandez	2/10	PR	\$75	Robert K. Taylor
Gina Raimondo	3/10	PR	\$150	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Robert K. Taylor
Erik Wallin	6/10	PR	\$200	Robert K. Taylor
Gina Raimondo	6/10	PR	\$125	Jeffrey H. Gladstone
Joseph Fernandez	1/10	PR	\$250	Jeffrey H. Gladstone
Joseph Fernandez	5/10	PR	\$125	Jeffrey H. Gladstone
Jeremy Kapstein	7/10		\$100	Patricia Antonelli
Gina Raimondo	8/10		\$100	Patricia Antonelli
Stephen Costantino	9/10		\$100	Patricia Antonelli
Catherine Taylor	10/10		\$100	Patricia Antonelli
Jeremy Kapstein	7/10		\$75	Normand G. Benoit
Christopher Little	10/10		\$200	Normand G. Benoit
Elizabeth Roberts	10/10		\$200	Normand G. Benoit
Catherine Taylor	10/10		\$200	Normand G. Benoit
Lincoln Chafee	12/10		\$250	Normand G. Benoit
Gina Raimondo	8/10		\$500	Eugene G. Bernardo
Catherine Taylor	10/10		\$150	Eugene G. Bernardo
Stephen Costantino	9/10		\$50	Eugene G. Bernardo
Elizabeth Roberts	9/10		\$250	Jennifer Cervenka
Elizabeth Roberts	10/10		\$150	Jennifer Cervenka
Stephen Costantino	9/10		\$250	Jennifer Cervenka
Lincoln Chafee	9/10		\$200	Jennifer Cervenka
Catherine Taylor	10/10		\$250	Jennifer Cervenka
Gina Raimondo	7/10		\$200	Melissa E. Darigan

Partridge Snow & Hahn LLP
POLITICAL CONTRIBUTION SUMMARY
January 1, 2009 to December 31, 2010

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution	Amount of Contribution	Name of Contributor
Jeremy Kapstein	7/10	\$75	Melissa E. Darigan
Gina Raimondo	8/10	\$250	Melissa E. Darigan
Lincoln Chafee	9/10	\$200	Melissa E. Darigan
Catherine Taylor	10/10	\$150	Melissa E. Darigan
Erik Wallin	10/10	\$250	Melissa E. Darigan
Lincoln Chafee	12/10	\$250	Melissa E. Darigan
Catherine Taylor	8/10	\$200	Deborah DiNardo
Catherine Taylor	10/10	\$50	Deborah DiNardo
Lincoln Chafee	8/10	\$200	Deborah DiNardo
John Robitaille	9/10	\$150	Deborah DiNardo
Stephen Costantino	8/10	\$50	Deborah DiNardo
Stephen Costantino	9/10	\$100	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	Michael A. Gamboli
Lincoln Chafee	9/10	\$200	David M. Gilden
Stephen Costantino	9/10	\$50	David M. Gilden
Lincoln Chafee	9/10	\$100	Jeffrey H. Gladstone
John Robitaille	10/10	\$150	Jeffrey H. Gladstone
Catherine Taylor	10/10	\$150	Jeffrey H. Gladstone
Stephen Costantino	9/10	\$200	Jeffrey H. Gladstone
Catherine Taylor	8/10	\$200	Jeffrey H. Gladstone
Jeremy Kapstein	7/10	\$200	James H. Hahn
Stephen Costantino	8/10	\$200	James H. Hahn
Kevin O'Neill	9/10	\$100	James H. Hahn
Dawson Hodgson	9/10	\$100	James H. Hahn
Christoher Otti	9/10	\$100	James H. Hahn
Doug Gablinske	9/10	\$100	James H. Hahn
Michael Marcello	9/10	\$100	James H. Hahn
John Robitaille	10/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$250	James H. Hahn
Lincoln Chafee	12/10	\$500	James H. Hahn
Catherine Taylor	10/10	\$100	Charles A. Lovell
John Robitaille	10/10	\$100	Charles A. Lovell
Kerry King	8/10	\$250	Charles A. Lovell
Stephen Costantino	9/10	\$100	Charles A. Lovell
Lincoln Chafee	9/10	\$250	Howard Merten
Lincoln Chafee	7/10	\$100	David Morganelli
Frank Caprio	8/10	\$200	David Morganelli
Catherine Taylor	11/10	\$100	David Morganelli
Stephen Costantino	10/10	\$100	David Morganelli
Catherine Taylor	10/10	\$100	James W. Ryan
Stephen Costantino	9/10	\$100	James W. Ryan
Jeremy Kapstein	7/10	\$250	Kathleen A. Ryan
John Robitaille	9/10	\$100	Kathleen A. Ryan
Lincoln Chafee	9/10	\$100	Kathleen A. Ryan
Catherine Taylor	9/10	\$890	Kathleen A. Ryan
Stephen Costantino	9/10	\$50	Kathleen A. Ryan
Jeremy Kapstein	7/10	\$100	Steven E. Snow
Kerry King	9/10	\$100	Steven E. Snow
Catherine Taylor	11/10	\$200	Steven E. Snow
Lincoln Chafee	9/10	\$100	Robert K. Taylor
Erik Wallin	7/10	\$200	Robert K. Taylor
John Robitaille	10/10	\$250	Robert K. Taylor
Stephen Costantino	9/10	\$100	Robert K. Taylor

206180
19-Jan-11

Partridge Snow & Hahn LLP
CONTRACTS WITH THE STATE OF RHODE ISLAND
January 1, 2009 - December 31, 2010

Exhibit II
RHODE ISLAND
BOARD OF ELECTIONS
11 JAN 21 AM

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
Narragansett Bay Commission	7/09	Depends upon work required.
State of RI General Treasurer	1/09	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/09	Depends upon work required.
State of RI General Treasurer	12/09	Depends upon work required.
RI Public Finance Management Board	12/09	Depends upon work required.
Narragansett Bay Commission	7/10	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/10	Depends upon work required.
Rhode Island Housing and Mortgage Finance Corp.	7/10	Depends upon work required.
RI Department of Education	7/10	Depends upon work required.
RI Public Finance Management Board	8/10	Depends upon work required.
RI Department of Admin/RI DOT	12/10	Depends upon work required.
RI Attorney General's Office	12/10	Depends upon work required.