

EXHIBIT A
RIGHT TO USE AGREEMENT -
MARILYN MONROE

Modification #5 to Instant Ticket Games Contract #2013-01P

This Right to Use Agreement – Marilyn Monroe (“Agreement”) dated as of the ____ day of _____, 2017 (the “Effective Date”), is by and between Pollard Banknote Limited and Pollard (U.S.) Ltd., (collectively, “PBL”), and the Maryland State Lottery and Gaming Control Agency (“Customer”) and states the terms and conditions under which the Customer is authorized to use the (i) trademark rights in and to the “Marilyn Monroe” word mark and the character mark in the signature set forth under common law and other similar laws of the United States and Canada, to the extent recognized, and (ii) the image, likeness and persona of the late actress, Marilyn Monroe.

Summary and Defined Terms

As used in this Agreement, the following terms shall be defined as follows:

- Customer:** Maryland State Lottery and Gaming Control Agency
- Customer Address:** Montgomery Park Business Center
1800 Washington Boulevard - Suite 330
Baltimore, Maryland 21230
- Game:** Instant lottery ticket game entitled “Marilyn Monroe”
- Licensed Marks:** (i) trademark rights in and to the “Marilyn Monroe” word mark and the character mark in the signature set forth under common law and other similar laws of the Territory and the United States and any other applicable trademarks and other registered marks, to the extent recognized, and (ii) the image, likeness and persona of the late actress, Marilyn Monroe owned by the Licensor.
- Licensed Products:** Scratch-off instant win Lottery Tickets and digital versions of scratch-off instant win Lottery Tickets, one second chance game and 25 promotional giveaways, and related advertising and promotional materials (including on the Customer’s website, and any and all social media and other media).
- Estimated Launch Date:** March 26, 2018
- Licensed Mark Fee:** The Licensed Mark Fee payable for the Game is 2% of the Lottery Ticket Retail Selling Price (defined below) of lottery tickets bearing any of the Licensed Marks (“Lottery Ticket(s)”) referred to below multiplied by the number of Lottery Tickets printed for the Customer. The Estimated Licensed Mark Fee for this Game payable by the

Customer is \$124,800.00 being 3,120,000 Lottery Tickets x \$2.00 x 2%, with a Not to Exceed Amount of \$128,800 being 3,120,000 Lottery Tickets + 100,000 Lottery Tickets, i.e., 3,220,000 x \$2.00 x 2%.

Licensor: The Estate of Marilyn Monroe LLC

Lottery Ticket Maximum: 3,220,00 Lottery Tickets

Lottery Ticket Retail Selling Price: \$2.00

Marketing Support: See attached Exhibit A

Term: The term of this Agreement shall commence on the Effective Date and, unless earlier terminated, shall end on the day after the last day for claiming prizes under the Game as established by the Customer.

Territory: Maryland

Printing Contract: The Instant Ticket Games and Related Services Contract (Primary Contract # 2013-01P) dated August 23, 2013 between Pollard Banknote Limited and Customer, as amended by Modification #1 dated August 23, 2013, Modification #2 dated January 10, 2014, Modification #3 dated March 17, 2015, and Modification #4 dated July 26, 2017.

TERMS AND CONDITIONS

1. PBL represents and warrants that: it has obtained all rights to license to lotteries the Licensed Marks; that The Estate of Marilyn Monroe ("Licensor") owns all rights to the Licensed Marks and to license the Licensed Marks; that Licensor has the exclusive rights to grant all rights and licenses granted herein; and that Licensor has exclusively authorized PBL to authorize use of the Licensed Marks in conjunction with state instant lottery ticket games and related games and marketing. PBL further represents and warrants that use by Customer of the Licensed Marks in accordance with the provisions of this Agreement will not violate or infringe on any rights of any third party. Statements from Licensor shall be provided in the format as provided in Exhibit D.
2. PBL hereby grants to Customer rights to use the Licensed Marks as, on, and related to (i) an instant ticket game for the Lottery Ticket Maximum to be sold in the State of Maryland ("Territory") only, (ii) one related second chance game and 25 promotional giveaways, and (iii) related marketing and promotional materials (including on Customer's website and on social media such as Facebook, Twitter, YouTube, text messages, and others) and acknowledges that other lotteries and

lottery commissions in adjoining states may run similar or identical instant lottery ticket promotions under rights granted by PBL. PBL acknowledges that Customer will have a Marketing Campaign to help sell the instant ticket utilizing the Licensed Marks, i.e., the Lottery Ticket. The marketing campaign may include but will not be limited to, Television and Radio Commercials, social media such as Facebook, Twitter, YouTube, text messages, and others, and Customer website promotion, all of which could be viewed or heard outside the Territory; Customer will not be in breach of its Territorial restrictions because of any such broadcast(s). Customer is authorized to distribute advertising and marketing materials associated with the Licensed Marks during the sale of the Lottery Tickets.

3. For valuable consideration, and subject to the provisions of this Agreement, PBL grants to Customer non-exclusive, non-transferable, non-assignable rights to use the Licensed Marks, without the right on the part of the Customer to sub-license the Licensed Marks to any entities or persons not a party to this Agreement. Customer obtains the rights to use the Licensed Marks solely for the benefit of and use by Customer for one instant game for the Lottery Ticket Maximum, one second chance game and 25 promotional giveaways, and for related advertising and promotional materials (including on the Customer's website, and any and all social media and other media). The use of any of the Licensed Marks is at the sole discretion of the Customer subject to the terms and conditions of this Agreement. In addition, Customer shall be permitted to display the Licensed Marks solely on Lottery Tickets, in connection with the second chance game, the promotional giveaways, and on related advertising and promotional materials (including on Customer's website and on social media such as Facebook, Twitter, YouTube, text messages, and others), all as defined in this paragraph and in this Agreement in connection with the Game.
4. Customer hereby engages PBL as a sole source provider of the Licensed Marks for instant ticket lottery ticket games, second chance games, and related marketing and promotional materials. PBL agrees to provide the Licensed Marks upon the terms and conditions as stated in this Agreement. The scope of this Agreement encompasses all services and rights described in this Agreement including the name, images, and ticket art provided by PBL to Customer.
5. The rights granted by this Agreement authorize Customer to utilize the Licensed Marks to conduct one instant lottery game for the Lottery Ticket Maximum, one related second chance game and 25 promotional giveaways, and related marketing and promotional activities. Subject to any necessary approval of the Maryland Department of Budget and Management, the Board of Public Works, and any other necessary State officials, the term of this Agreement shall be for a term of approximately eighteen (18) months and shall commence on the Effective Date and expire as provided above in the Summary of Defined Terms "Term". Customer shall not produce, or have produced on its behalf, any additional Licensed Products without PBL's written approval.
6. PBL agrees to defend, indemnify, pay reasonable attorneys' fees and hold harmless the Maryland State Lottery and Gaming Control Commission, and any individual members thereof, the Customer, the State of Maryland ("State"), and their officials, employees, officers, retailers, and agents (all of whom are jointly referred to as, "Indemnified Parties") against any and all claims, demands, suits,

causes of action, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising from or out of any breach by, or action or omission of, PBL and/or Licensors related to the use of the Licensed Marks in accordance with the provisions of this Agreement or arising out of any breach of this Agreement, including, but not limited to, any claim of any infringement or violation of any software, trademark, service mark, copyright, patent, or proprietary right in and to the Licensed Marks or any portion thereof, copied or displayed pursuant to this Agreement, as well as any claim of deceptive advertising, unfair competition, and claims arising from use of the Licensed Marks, and/or PBL's and/or Licensor's products. Customer also shall have the right to provide additional legal counsel at Customer's own expense in addition to the defense to be provided by PBL.

7. All indemnification obligations shall survive the term, termination, or expiration of this Agreement with respect to claims and/or actions arising from or in relation to this Agreement, for the length of time necessary to cover applicable statutes of limitations.
8. The Indemnified Parties have no obligation for the payment of any judgments or the settlement of any claims against PBL or its subcontractors or the Licensor as a result of or relating to PBL's obligations under this Agreement or Customer's use of the Licensed Marks pursuant to this Agreement.
9. PBL shall immediately notify the Procurement Officer for this Agreement of any claim or suit made or filed against the Licensor if PBL or any portion of PBL is aware of it, or of any claim or suit made or filed against PBL or its subcontractors regarding any matter resulting from or relating to PBL's obligations under the Agreement, and will cooperate, assist, and consult with the Indemnified Parties in the defense or investigation of any claim, suit, or action made or filed against any of the Indemnified Parties as a result of or relating to PBL's performance under this Agreement or that may relate to or arise out of this Agreement.
10. PBL represents and warrants that it and the Licensor are duly organized under applicable law, and that PBL has the right and authority to enter into and perform this Agreement and to grant the rights granted hereunder. PBL represents and warrants that it is duly authorized to legally operate and conduct business in the State of Maryland. PBL represents and warrants that when executed this Agreement will be a valid and binding obligation of PBL. Customer shall owe no fee to any third parties.
11. PBL hereby guaranties that should PBL, for any reason whatsoever, lose the right to license the Licensed Marks during the term of the Agreement, Customer will retain all rights to use the Licensed Marks according to the terms of this Agreement. PBL guaranties that Licensors shall provide Customer a written guaranty in the format provided in Exhibit D, respectively which states that should PBL, for any reason whatsoever, lose the right to grant rights to use the Licensed Marks during the term of the Agreement, Customer will retain all rights to use the Licensed Marks according to the terms of this Agreement. However, if PBL terminates this Agreement upon notice to the Customer in the event that the License Agreement between PBL and the Licensor is terminated and if the Customer chooses to withdraw the game from retail sale, then PBL shall pay Customer for any losses, costs, and damages that Customer incurred, including

but not limited to payment of costs for printing and distribution of Lottery Tickets and printing and distribution of any material produced to market the instant Lottery Ticket game utilizing the Licensed Marks, including any second chance games and promotional giveaways.

12. The Customer recognizes that great value exists in the goodwill associated with the Licensed Marks and acknowledges that the Licensed Marks and all rights therein and the goodwill pertaining thereto belong exclusively to Licensor and that upon termination or expiration of this Agreement, Customer must discontinue any and all use of the Licensed Marks and the sale or distribution of any articles bearing the Licensed Marks except as otherwise provided herein. Licensed Products that have been manufactured and distributed pursuant to the Agreement during the Term may remain in distribution beyond the Term of this Agreement.
13. Customer shall only incorporate approved artwork in the promotional materials.
14. The design, graphics, prize structure, and advertising of the Game, the second chance game, the promotional giveaways, and the related marketing and promotional materials are the responsibility of Customer. Customer agrees to submit samples or mockups of all advertising, promotional material and Lottery Tickets and related games, contests, drawings, and activities using the Licensed Marks to PBL for approval in advance of production. Any reference on the Lottery Ticket and/or on any approved item to a trademark, copyright, and/or any other intellectual property ownership notation is the responsibility of PBL. Customer will not disseminate any Lottery Tickets, advertisement or promotion until it has obtained approval from PBL. PBL guarantees that Licensor will endeavor to review all submissions promptly. Failure of PBL to give a response to Customer within thirteen (13) business days after submission by Customer to PBL shall constitute acceptance of the material submitted. PBL shall indemnify, defend, and hold harmless the Indemnified Parties against any and all claims or suits that may arise from the Licensor regarding placement or lack of placement of trademark, copyright, and/or any other intellectual property ownership notation on each and any unit of artwork and regarding use of the Licensed Marks as approved pursuant to this paragraph.
15. Customer acknowledges that PBL is bound to Licensor to provide information, samples, specimens and mock ups concerning the production, marketing, distribution and sale of all Licensed Products, including any and all promotional materials prior to use, and hereby consents to PBL producing such information, samples, specimens, and mock ups relating to Licensed Product, licensed product and promotional materials for Customer.
16. The Estimated Licensed Mark Fee payable in respect of the Game by Customer for this Game, is calculated as follows:

Number of Lottery Tickets Printed	Price Point of Lottery Ticket	Fee Charged by PBL	Licensed Marks Fee
3,120,000 +/- 100,000	@\$2.00	@ 2%	\$124,800

					Max \$128,800
Total Estimated Licensed Mark Fee					\$124,800

- a. The total cost to the Customer of this Contract for rights to use the Licensed Marks, as well as any other trademarks, patents and copyrights necessary to perform this Contract, excluding any contract modifications, shall not exceed One Hundred Twenty-Eight Thousand Eight Hundred (\$128,800) Dollars (\$128,800) U.S.. PBL represents and warrants that as between PBL and the Customer, PBL shall pay and be solely liable for any third party or other fees payable in respect of this Contract for rights to use the Licensed Marks and PBL shall indemnify, defend and hold harmless the Indemnified Parties against any and all claims or suits that may arise regarding third party fees or other fees.
 - b. PBL is required to submit the standard proper invoice to Customer after execution of the working papers and delivery of Lottery Tickets to Customer in accordance with standard State of Maryland payment procedures. All invoices submitted shall include PBL's Federal Identification Number, which is 98-04-622-32.
 - c. All dollar amounts stated in this Agreement are stated and would be payable in United States currency.
18. No fee is due from Customer to Licensor. Customer shall not produce any additional Lottery Tickets without PBL's written approval.
19. This Agreement is personal to the parties and the parties shall not be entitled to assign or sub-license any of their rights or obligations under this Agreement to any third party unless that party has first obtained the written consent of the other party, which may be withheld for any reason. PBL acknowledges that certain State requirements must be met prior to any assignment or sub-license of any rights or obligations by PBL under this Agreement.
20. Notices, payment, and samples sent to PBL shall be addressed as follows:
- Pollard Banknote Limited
140 Otter Street
Winnipeg, Manitoba R3T 0M8
Attn: Sina Aiello
21. Notices sent to Customer shall be addressed as follows:
- Maryland State Lottery Agency
1800 Washington Boulevard
Suite 330
Baltimore, MD 21230
Attn: Robert Howells, Procurement Officer
And John Gorman, Chief Marketing Officer (CMO)

22. Customer agrees to conduct the sale of the subject Instant Lottery Tickets in accordance with all applicable law. This Agreement will become binding when all necessary State approvals are obtained and the Agreement is executed by all parties.
23. This document together with the attached Exhibits "B" (Marketing Support), "C" (Contract Affidavit), and "D" (letter in the format to be signed by the Licensor) govern the use of the Licensed Marks and the distribution and sale of the Licensed Products during the Term, including any extended Term, within the Territory and shall be the final agreement between the parties. The terms and conditions of the Printing Contract shall govern the production and printing of the Lottery Tickets for the Game. No other previous or contemporaneous agreements, oral or written shall apply.

The persons executing this Agreement expressly represent that they are authorized to execute this Agreement on behalf of and to bind the respective parties.

ACCEPTED AND AGREED TO BY:

Pollard Banknote Limited

Maryland State Lottery and Gaming Control Agency



 Signature

 Signature

Douglas E. Pollard, Co-Chief Executive Officer

Director

 Typed Name and TITLE

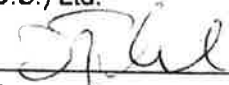
 Typed Name and TITLE

December 4, 2017

 DATE

 DATE

Pollard (U.S.) Ltd.



 Signature

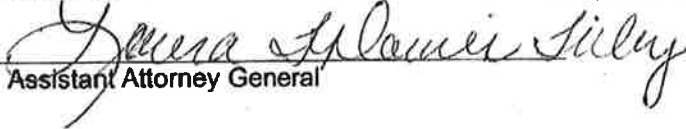
Douglas E. Pollard, Co-Chief Executive Officer

 Typed Name and TITLE

December 4, 2017

 DATE

Approved as to form and legal sufficiency this 2nd day of December, 2017.


Assistant Attorney General

APPROVAL OF MARYLAND STATE LOTTERY COMMISSION

I hereby affirm that on the _____ day of _____, 20____, at a stated monthly meeting on _____, 20____, the Maryland State Lottery and Gaming Control Commission gave its approval to the Right to Use Agreement – Marilyn Monroe Modification #5 to Instant Ticket Games Contract #2013-01P pursuant to State Government Article 9-111(a)(5), subject to any necessary approval of the Department of Budget and Management, Board of Public Works, and any other necessary State approvals.

Kimberly D. Robertson
Chair
Maryland State Lottery Commission

Date

EXHIBIT B
Modification #5 to Instant Ticket Games Contract #2013-01P
MARKETING SUPPORT – INSTANT LOTTERY TICKETS

POLLARD-FUNDED MARKETING SUPPORT:

1. Pollard (herein, "Pollard" shall be deemed to be the same as "PBL" in the Right to Use Agreement-Marilyn Monroe ("MM Agreement"); all other capitalized terms in this document that are not defined in this document shall be the same as defined in the MM Agreement) shall provide the Customer, at no cost to the Customer, with assistance in designing the Lottery Tickets for the Game, Promotional Materials and Pollard-produced Promotional Materials.
2. Pollard will provide at no cost to the Customer a communication program for the purpose of launching the Game. The communication program will include an animated advertisement for use on the Customer's website, social media channels, retailer terminal screens, LIMS, Racetrax and/or Keno monitors.
3. Pollard will purchase at no cost to the Customer the rights to a pre-produced video clip for marketing purposes. There will be no additional talent fees for the Marilyn Monroe rights in the clip, however should the clip feature additional talent, the Customer would be responsible for the fees associated with these third party rights if cost and production are pre-approved by the Customer. The video clip can be used for web advertising, out-of-home-uses (including in-store and point-of-purchases advertising), and TV broadcast, and cable. Restrictions may apply and will be determined when the video is selected, as agreed to by Customer.
4. The landing page for players to enter the drawing will be hosted by Customer or another vendor of Customer and drawings will be conducted by and entries stored with another vendor of Customer.
5. Pollard will provide, at no cost to the Customer, one (1) Grand Prize Trip package for one winner and guest to New York City to visit the Marilyn Monroe Spa (the "Grand Prize Trip"). The Grand Prize Trip includes:
 - Economy airfare or train for two (2) adults to New York City (arriving at LaGuardia, John F. Kennedy International, Newark Liberty International Airport, or Penn Train station; departing from any airport or train station as determined by the Winner)(maximum value of \$1,500)
 - Three (3) night accommodations in a standard room at the Hyatt Centric Times Square in New York
 - Roundtrip transfers from the above listed airport or train station to hotel and back to the airport/train station
 - One thousand dollars (\$1,000) spending money in the form of a check issued by Pollard at least two weeks in advance of the Grand Prize Trip departure date
 - One thousand dollars (\$1,000) Gift Card for the Marilyn Monroe Spa in New York to be issued by Pollard at least two weeks in advance of the Grand Prize Trip departure date
6. Grand Prize Trip Fulfillment: Customer shall provide the Winner's name and contact information to Pollard once the Winner's status is approved and verified following the second-chance drawing associated with the Game. Grand Prize Trip fulfillment provided

by Pollard shall include the scheduling and coordination of all travel arrangements as detailed below:

- i. The Customer will provide Pollard a prizewinner's (the "Winner") summary report which includes the Winner's name, address, phone number and email address (if available). Once Pollard receives the summary report, Pollard will contact the Winner within five (5) business days to begin making travel arrangements. Winner must book travel within sixty days (60) days of contact by Pollard; Pollard will advise Winner of this fact during Pollard's first contact with Winner. Winner must make the booking arrangements through Pollard; Pollard makes the reservations for and all other arrangements for the travel. Travel must be completed within one (1) year from the date listed on the trip information package sent by Pollard to Winner. There is no cash option.
 - ii. Concierge services (Pollard employee who will answer Winner's questions) through Pollard will assist with the travel arrangements for the fulfillment of the Grand Prize Trip. Pollard will provide a toll free number to handle these services. The toll free line will be in operation from 9am - 5:00pm CST Monday to Friday (which is 10am - 6:00pm EST). All document delivery will be via email or by registered mail service if email is not available.
 - iii. Winner and guest must travel together.
 - iv. Airlines retain the right to charge for additional baggage. If applicable, Winner will be responsible for these charges.
 - v. The following blackout (unavailable) dates apply to the booking: U.S. Christmas and New Year's (December 20- January 6), U.S. Thanksgiving (4 day period) and U.S. Spring Break (one week period ranging from March 17 - April 8 depending on departure city). Subject to availability at time of booking.
 - vi. Hotel may require credit card or cash deposit to cover incidentals.
 - vii. If Winner fails to show at designated time for any component of the Grand Prize Trip, that component shall be forfeited.
 - viii. All travel requests are based on availability.
 - ix. Travel insurance, health insurance, accident insurance and life insurance are the responsibility of Winner and guest.
 - x. The Grand Prize Trip is not transferable or assignable without the written consent of the Maryland Lottery.
 - xi. Pollard reserves the right to substitute any of the proposed Grand Prize Trip with a package of equal or higher value in the event that, for any reason out of Pollard's control, the originally proposed Grand Trip Prize becomes unavailable.
 - xii. The Customer shall pay the minimum State and Federal withholding tax for the Winner and shall provide a W-2G form to the Winner.
7. Pollard shall provide the Customer twenty-five (25) Marilyn Monroe-themed merchandise prize packs each valued at fifty dollars (\$50) to award as prize in the second chance drawing

or promotional giveaways related to the Instant Ticket Game, or to be used in any other manner determined by Customer and subject to Licensor approval. The merchandise will be delivered to the Maryland Lottery (Customer) at 1800 Washington Boulevard, Suite 330, Baltimore Maryland 21230. The Customer shall be responsible for all arrangements relating to the fulfillment of the merchandise prize packs.

8. Pollard will work with the Licensor to create messaging, approved by Customer, announcing the Game launch on the Marilyn Monroe Facebook page.

9. Subject to Licensor approval of the materials, Pollard shall design and print the following Promotional Materials (POS), which Pollard shall deliver to the Customer (Maryland Lottery) at 1800 Washington Boulevard, Suite 330, Baltimore Maryland 21230.

- Fifteen (15) single-sided 6' x 4' die cut standee's

10. Pollard shall provide the Customer with one (1) five hundred dollar (\$500) Visa Gift card to be award as prizing in a retailer incentive program related to the Instant Ticket Game.

EXHIBIT C
Right to Use Agreement – Marilyn Monroe
Modification #5 to Instant Ticket Games Contract #2013-01P
AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) Co-Chief Executive Officer and the duly authorized representative of (business) Pollard Banknote Limited (“Contractor”) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
2. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Lottery, in all sub-contracts.
3. As a condition of entering into this Contract, upon the Maryland Human Relations Commission’s request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to

any investigation that are requested by the State. The Contractor understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the

Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) – (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price bid of the bidder or bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14 -101 – 14 -108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of

these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under Section §K(2) (h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under Section §K(2) (h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2) (a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs of the abuse or drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Corporation Service Company

Address:

7 St. Paul Street, Suite 820, Baltimore, Maryland

21202

(If not applicable, then so state.)

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that business has not paid or agreed to pay, any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of the Contract; however, the business may owe a royalty fee to the licensors.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, documents shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) any other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: November 15, 2017

By:



(Authorized Representative and Affiant)

Printed Name: Douglas E. Pollard

Title: Co-Chief Executive Officer

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EXHIBIT D
Right to Use Agreement – Marilyn Monroe
Modification #5 to Instant Ticket Games Contract #2013-01P

Date: November 30, 2017

Maryland State Lottery and Gaming Control Agency
Montgomery Park Business Center
1800 Washington Blvd.
Suite 330
Baltimore, Maryland 21230

Re: MARILYN MONROE – Right to Use

Dear Maryland State Lottery and Gaming Control Agency:

1. The Estate of Marilyn Monroe LLC ("Licensor") acknowledges, represents, and warrants that (a) it owns the rights in and to: (i) the 'MARILYN MONROE' standard character mark in the United States of America with the United States Patent and Trademark Office Serial No. 87470538 and (ii) the trademark rights in and to the design mark in the 'Marilyn Monroe' signature set forth on Schedule A, attached hereto and incorporated herein by reference as protected under common law of the United States; and (b) it controls (i) the rights in and to the image, likeness and persona of Marilyn Monroe and (ii) the rights in and to the copyrights of the photographs of Marilyn Monroe set forth on Schedule A (collectively, "Licensed Mark"), licensed for use to the Maryland State Lottery and Gaming Control Agency ("Lottery") in the agreement titled Exhibit A - "Right to Use Agreement – Marilyn Monroe Modification #5 to Instant Ticket Games Contract #2013-01P" ("Agreement"); and (c) the grant of rights in and to the Licensed Mark from PBL (as hereinafter defined) to Lottery in the Agreement is valid and enforceable.

2. Licensor acknowledges, represents and warrants that (a) pursuant to a license agreement between Pollard Banknote Limited and Pollard (U.S.) Ltd., (collectively, "PBL") and Licensor dated as of March 1, 2017 (the "License"), Licensor has exclusively, subject to Licensor's Collaboration Rights (as defined in the License), authorized and granted the right to PBL to (i) use the Licensed Mark in conjunction with the manufacture and promotion of so-called "scratch-off", instant win Lottery tickets and so-called "pull-tab", instant win Lottery tickets bearing the Licensed Mark ("Licensed Tickets"); and (ii) to sell Licensed Tickets to Licensee's Customers (as defined in the License) who may then sell the Licensed Tickets to/through the Permitted Distribution Channels (as defined in the License); (b) as of the date hereof, the term of that designation, authorization and grant is long enough to accommodate the term of the Agreement; (c) the License is duly authorized by all necessary actions and is a binding contract of Licensor; and (d) the License does not violate any contract of Licensor. Licensor further represents and warrants that use by Lottery of the Licensed Mark in accordance with the provisions of the License will not violate or infringe on any rights of any third party and does not violate any contract of Licensor.

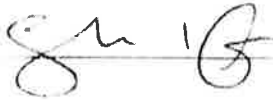
3. This letter is to evidence that Licensor confirms and acknowledges that Lottery has the right to

use the Licensed Mark on a so-called "scratch-off", instant win Lottery ticket and a so-called "pull-tab", instant win Lottery ticket, and to sell and advertise such instant lottery ticket games in Maryland for the full term of the Agreement, notwithstanding any expiration or termination of the License; and that Licensor confirms and acknowledges that should PBI, for any reason whatsoever, lose the right to grant rights to use the Licensed Mark during the term of the Agreement, Lottery will retain all rights to sell those Approved (as that term is defined in the License) instant win Lottery tickets bearing the Licensed Mark in its then-current inventory according to the terms of the Agreement and in the event Lottery wishes to continue to manufacture instant win Lottery tickets bearing the Licensed Mark after the expiration or early termination of the License but during the Term of the Agreement, Licensor and Lottery shall negotiate a direct license between Licensor and Lottery in good faith.

The persons executing this letter agreement expressly represent that they are authorized to execute this Agreement on behalf of the respective parties.

Witness:

The Estate of Marilyn Monroe LLC



SARAH I ABRAM
Printed Name

By: 

Jay Dubiner
Printed Name **Jay Dubiner**
 General Counsel

Title: _____

This *Schedule A* is attached to and made part of the Letter from The Estate of Marilyn Monroe L.L.C ("Licensor") to Maryland State Lottery and Gaming Control Agency ("Lottery") dated November 30, 2017.

Schedule A

Marilyn Monroe Signature:



Approved Marilyn Monroe Photographs:

Milton H. Greene Photographs:



Sam Shaw Photographs:

