

### **THIRD MODIFICATION OF CONTRACT FOR LEGAL SERVICES**

WHEREAS, on or about April 25, 2011, Kerry W. Kircher, in his capacity as General Counsel for the U.S. House of Representatives ("General Counsel"), and Bancroft PLLC ("Contractor"), entered into a Contract for Legal Services ("Agreement"), pursuant to which Contractor is providing certain legal services to the Bipartisan Legal Advisory Group of the U.S. House of Representatives; and

WHEREAS, on or about September 30, 2011, the parties executed a First Modification of Contract for Legal Services, pursuant to which they modified paragraph 2 of the Agreement; and

WHEREAS, on or about September 28, 2012, the parties executed a Second Modification of Contract for Legal Services, pursuant to which they again modified paragraph 2 of the Agreement; and

WHEREAS, the parties now desire to make further changes to paragraph 2 of the Agreement and changes to paragraph 8 of the Agreement;

NOW THEREFORE, General Counsel and Contractor covenant and agree that:

1. Paragraph 2 of the Agreement is modified to provide as follows:

"2. The General Counsel agrees to pay the Contractor for all services to be rendered pursuant to this Agreement a sum not to exceed \$2,750,000.00. It is further understood and agreed that, effective January 4, 2013, the aforementioned \$2,750,000.00 cap may be raised from time to time up to, but not exceeding, \$3,000,000.00, upon written notice of the General Counsel to the Contractor specifying that the General Counsel is legally liable under this Agreement for a specific amount. After September 30, 2011, the General Counsel shall not be legally obligated to pay the Contractor for any services provided by the Contractor pursuant to this Agreement unless and until the General Counsel provides the Contractor written notice that the General Counsel is legally liable under this Agreement up to a specific amount. In no event shall the cap exceed \$3,000,000.00 without a written agreement between the parties with the approval of the Chair of the Committee. It is further understood and agreed that should the cap be reached

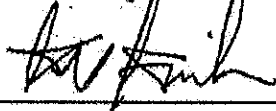
before the Litigation is complete, and if the cap has not been raised under the terms of this Agreement, Contractor shall not be obliged to continue providing legal services under this Agreement. It is further understood and agreed that the General Counsel's obligation under this Agreement is contingent upon the availability of appropriated funds from which payments pursuant to this Agreement can be made; that no legal liability on the part of the General Counsel shall arise until such appropriated funds are made available to the General Counsel; and that payment for services rendered pursuant to this Agreement may be paid on a partial basis from time to time and in such amounts as the General Counsel may approve."

2. Paragraph 8 of the Agreement is modified to provide as follows:

"8. This Agreement shall terminate when the Litigation is complete or at 12:00 noon on January 3, 2015, whichever occurs first, unless this Agreement shall have been terminated earlier or unless the term of this Agreement shall be extended by mutual written agreement of the parties with the approval of the Committee."

3. In all other respects, the Agreement shall remain unchanged.

General Counsel  
U.S. House of Representatives



Kerry W. Kircher

Date: January 3, 2013

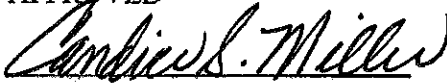
Bancroft PLLC



Paul D. Clement, Partner/Shareholder

Date: January 3, 2013

APPROVED



Candice S. Miller, Chairmanwoman  
Committee on House Administration  
U.S. House of Representatives

Date: January 4, 2013