RETENTION AGREEMENT
FirstEnergy Securities Fraud Litigation

This Retention Agreement (hereinafter, this "**Retention Agreement**") is entered into by and between the Ohio Attorney General (the "**Attorney General**"), and Bleichmar Fonti & Auld LLP and Keating Muething & Klekamp PLL (together, the "**Outside Counsel**") effective as of September 21, 2020.

RECITALS

WHEREAS, the Attorney General is the chief law officer for the State of Ohio and, as such, is the legal representative of the State; and

WHEREAS, the Attorney General, pursuant to Ohio Revised Code Section 109.07, is empowered to appoint special counsel to represent the State of Ohio in civil actions, criminal prosecutions, or other proceedings in which the State is a party or directly interested; and

WHEREAS, the purpose of this Retention Agreement is to set forth the terms for the appointment and retention of Outside Counsel; and

WHEREAS, the Attorney General desires to engage Outside Counsel to provide legal representation to the State Teachers Retirement System of Ohio, and any class or putative class of which they are representatives (all collectively, the "**Client**"), with such representation including all preparation for, settlement of, and/or actual litigation arising from alleged improper or fraudulent practices or actions or statements or omissions or other wrongful conduct or inaction of FirstEnergy Corp., and/or its officers, directors, affiliates, or other related entities, as related to any actual or potential securities claims (hereinafter collectively referred to as the "**Litigation**").

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a "**Party**" and collectively the "**Parties**") hereby agree as follows:

Article I
TERM

The appointment of Outside Counsel and this Retention Agreement shall cover all past, present, and future legal services by Outside Counsel in connection with these matters and shall terminate on June 30, 2021 (the "**Term**"), unless earlier terminated by the Attorney General (the "**Termination Date**"). If the Litigation is not completed by June 30, 2021, the Attorney General may appoint Outside Counsel on the same terms and conditions for an additional term to be determined at that time, to begin July 1, 2021 (the "**Renewal Term**"). No services rendered by Outside Counsel after the Termination Date shall be

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authorized or payable without an additional written agreement with the Attorney General for a Renewal Term.

Article II
SERVICES

Section 1. Scope of Appointment

Outside Counsel shall provide counsel, advice, and consultation in a manner consistent with accepted standards of practice in the legal profession. In view of the personal nature of the services to be rendered under this appointment, the Attorney General shall be the sole judge of the adequacy of those services.

A. The Attorney General shall have final authority over all aspects of the Litigation. Moreover, the Attorney General has the unfettered right to appoint one or more designated assistants (the "**Designated Assistant**") to oversee the Litigation which appointment the Attorney General may modify at will. For the purposes of the Litigation, until further notice is given, the Designated Assistant shall be **Samuel Peppers III, Pension Counsel**. In the event that no Designated Assistant is named, all references herein to the Designated Assistant shall be deemed to refer to the Attorney General.

B. Outside Counsel shall provide counsel to the Client, subject to the approval of the Attorney General, for the purposes of seeking injunctive relief, monetary relief, and other relief against all entities in the Litigation for any and all alleged violations of law.

C. The Attorney General may provide attorneys and other staff members to guide and assist Outside Counsel with the Litigation. The identity and responsibilities of such personnel so assigned shall be determined solely by the Attorney General.

D. Outside Counsel shall coordinate the provision of counsel with the Designated Assistant and other personnel of the Attorney General, and such others as the Attorney General may appoint as outside counsel. All briefs and other material which may be filed with any court shall first be provided electronically to the Attorney General in draft form in a reasonable and timely manner for review and shall be approved by the Attorney General. The Attorney General shall retain veto power over any decisions made by Outside Counsel. Regular status meetings will be held as requested by Outside Counsel or the Attorney General.

E. Outside Counsel shall only communicate with the Client through the Attorney General or the Designated Assistant unless otherwise agreed to by the Attorney General.

F. Outside Counsel shall provide sufficient resources, including attorneys, paralegals and other professional resources, to prosecute the Litigation in accordance with the Ohio Rules of Professional Conduct and consistent with the requirements of complex national class action litigation.

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G. Counsel for any defendant subject to the Litigation may contact the Designated Assistant directly without first consulting Outside Counsel.

Section 2. Assignment and Delegation of Work

The two firms engaged by the Attorney General as Outside Counsel under this Retention Agreement shall enter into a written agreement between themselves delineating the expected division of responsibilities between the firms during the Term and any subsequent Renewal Terms. During the course of the Litigation, such agreement may be amended by Outside Counsel in accordance with the requirements of the Litigation with the written consent of all parties to the agreement. A copy of such agreement, and subsequent amended agreements, shall be provided to the Attorney General.

Outside Counsel may assign legal work to those individuals set forth in Outside Counsel's response to the Attorney General's 2019 Request for Qualifications for Special Counsel for Securities Fraud or any individual employed by Outside Counsel. Except as set forth above, Outside Counsel and may only delegate work to other attorneys, legal professionals or law firms with the advance written approval of the Attorney General.

In the event that Outside Counsel delegates work to other firms, the compensation of such firms shall be a matter beyond the scope of this Retention Agreement to be negotiated in writing between Outside Counsel and those firms prior to the commencement of any work by such firms, and shall be paid entirely by Outside Counsel. A copy of such compensation agreement shall be provided electronically to the Attorney General. The Attorney General may appoint additional firms to serve as Outside Counsel in the Litigation. Such appointment shall be at the sole discretion of the Attorney General. In the event the Attorney General makes or has made such additional appointment, the compensation of such firms shall be a matter beyond the scope of this Retention Agreement to be negotiated in writing between Outside Counsel and those firms prior to the commencement of any work by such firms, and shall be paid entirely by Outside Counsel. A copy of such compensation agreement shall be provided to the Attorney General. Neither the Client nor the Attorney General shall be liable for any fees, compensation or expenses to be paid to other firms retained by Outside Counsel or appointed by the Attorney General to serve as co-counsel with Outside Counsel. Outside Counsel agrees to indemnify, defend, and hold harmless the Attorney General, the State of Ohio and the Client against any claim for reimbursement of fees, costs or expenses asserted by any firm retained by Outside Counsel.

All firms to whom Outside Counsel may delegate work under this Section must have qualifications and experience necessary to perform the work requested and shall work under the supervision and control of Outside Counsel. Although delegation may be permitted as provided herein, delegation shall not relieve Outside Counsel of any responsibility or liability for the work performed hereunder. No provision of this Section shall be construed to allow Outside Counsel to subcontract with, hire, or retain any law

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firm for the performance of work under this Retention Agreement without the prior written consent of the Attorney General.

Section 3. Attorney-Client Relationship and Relationship of the Parties

Outside Counsel shall render services pursuant to this Retention Agreement as an independent contractor. Outside Counsel, whether for purposes of applications of ORC Chapter 102, Section 9.86 or Section 9.87, or for any other purpose, shall not be regarded as "in the employment of," or as an employee of, the Attorney General or the Client. It is fully understood and agreed that Outside Counsel is an independent contractor and neither Outside Counsel nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Attorney General, the State of Ohio, or the Client for the purpose of Ohio Public Employees Retirement System benefits.

An attorney-client relationship shall exist between Outside Counsel, the Attorney General and the Client. Outside Counsel shall follow the direction, guidance, rules and policies of the Attorney General in performing legal services under this Retention Agreement. In all pleadings, notices and/or correspondences created pursuant to the work performed hereunder, Outside Counsel shall indicate that such document is prepared by Outside Counsel in its position as Outside Counsel for the Attorney General.

During the term of this appointment, Outside Counsel shall be engaged by the Attorney General solely on an independent contractor basis, and Outside Counsel shall therefore be responsible for all of Outside Counsel's business expenses, including, but not limited to, employee wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for workers' compensation and unemployment compensation coverage, if any.

Article III
CASE MANAGEMENT

Section 1. Reporting to the Attorney General

A. Status, Lodestar and Expense Reports

The Designated Assistant requires status, lodestar and/or expense reports, as well as significant case updates from Outside Counsel regarding any aspect of the Litigation. Outside Counsel shall electronically send monthly status reports and updates to the Designated Assistant and the Attorney General's Director of Outside Counsel, or such more frequent reports and updates as developments in the Litigation may suggest. Outside Counsel shall electronically send quarterly lodestar and expense reports to the Designated Assistant and the Director of Outside Counsel. Failure to timely provide such reports and updates may result in forfeiture of Outside Counsel's compensation pursuant to Article IV.

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At a minimum, significant case updates must include a description of the current status of the Litigation, any significant events that have occurred since the previous update, and a prospective analysis of any significant future events.

B. Communication with the Designated Assistant and Director of Outside Counsel

Outside Counsel agrees to consult, by telephone or email, with the Designated Assistant and Director of Outside Counsel as soon as possible on all matters that may be of substantial legal significance, controversial, high profile, or otherwise noteworthy.

Outside Counsel shall timely inform the Designated Assistant via email of the scheduled date for any of the following, if applicable:

1. Pleadings;
2. Discovery cutoffs;
3. Dispositive motions;
4. Court decisions and rulings;
5. Schedule for hearings, conferences, or other court appearances;
6. Trials;
7. Settlement negotiation or other alternative dispute resolution efforts; and
8. Appeal or Notice of an Appeal.

Upon the filing of any pleading or the receipt of any communication from a court, Outside Counsel shall timely provide a time-stamped copy via email of such filing to the Designated Assistant.

C. Communication Regarding Case Initiation and Settlement

The Attorney General in his full discretion shall approve both the initiation of the Litigation on behalf of the Client and commencement of formal settlement negotiations of claims on behalf of the State, as well as any settlement. **Outside Counsel understands and agrees that the initiation of the Litigation and engagement in settlement efforts and all settlements of the Litigation must receive the prior approval of the Attorney General.**

Outside Counsel shall confer with the Designated Assistant at the commencement of the settlement negotiation process and regularly with regard to the prospects of settlement. Decisions regarding settlement of the case shall be reserved exclusively to the discretion of the Attorney General and his Designated Assistant. Outside Counsel shall timely notify the Designated Assistant of any settlement conferences or other alternative dispute resolution events to allow the Designated Assistant to participate. Without limitation, Outside Counsel agrees to confer with the Attorney General about the following matters when applicable:

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1. Confidentiality provisions in settlement agreements;
2. The Ohio Constitution's biennial limitation;
3. Indemnification provisions;
4. Release language; and
5. Naming of the State as a party.

Outside Counsel shall meet with the Designated Assistant when required by the Litigation.

D. Communication Regarding Appeals

It is important that the Attorney General receives early notice of potential or actual appeals, for or against, the Client. Therefore, Outside Counsel shall give notice via email, as soon as possible, to the Designated Assistant and the Director of Outside Counsel upon the receipt of a dispositive decision in any court, receipt of a Notice of Appeal, or the existence of any intent of Outside Counsel to appeal a decision arising out of the Litigation.

In the event of an appeal, the Attorney General reserves the right to transfer all or part of the Litigation to the Attorney General's Solicitor General, including the filing of any briefs or motions. Outside Counsel shall cooperate to effectuate any transition of legal services to the Solicitor General, although Outside Counsel may still be responsible for representation of the Client in the trial or lower appellate courts. The Attorney General may also elect to have Outside Counsel continue as co-counsel in the appeal.

Section 2. Confidentiality and the Public Records Act

All material commissioned or gathered by Outside Counsel or in Outside Counsel's possession that fulfills an obligation of this Retention Agreement shall be considered the property of the State of Ohio. Outside Counsel agrees to adhere to Ohio's Public Records Act, ORC Section 149.43, and maintain all public records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the performance of work under this Retention Agreement, in accordance with state law, including any applicable record retention and destruction requirements. Outside Counsel shall consult with and obtain the approval of the Attorney General before responding to any public records request. Moreover, Outside Counsel shall not disclose any information obtained in performing its services hereunder in violation of any state or federal law including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and/or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as the same may be amended or modified from time to time.

Section 3. Media Statements

Neither Outside Counsel nor any partner, associate, employee or any other person assisting with the Litigation shall publish any material, including online or social media

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publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Retention Agreement without first obtaining approval of the Designated Assistant and/or the Attorney General's Director of Communications. This Retention Agreement specifically excludes any right or ability on the part of Outside Counsel to speak on behalf of the Attorney General to any member of the news media. Provided, however, the restrictions in this Section shall not apply to any professional or other publication of (i) the fact that Outside Counsel is representing or has represented the Client in the Litigation and (ii) the nature of the Litigation.

Article IV
COMPENSATION

Section 1. Fee Schedule

Outside Counsel shall receive no compensation for any services rendered unless a recovery or settlement of the Litigation is awarded and collected by, and for the benefit of, the Client. If the Client receives and collects such an award, Outside Counsel will be compensated for their services on a contingency fee basis, subject to Court order and Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. If the Litigation is certified as a class action, all fees and expenses received by Outside Counsel shall be the amount awarded by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedures, plus out of pocket expenses incurred pursuant to the Retention Agreement. Outside Counsel expressly agrees that its application for fees pursuant to Rule 23 of the Federal Rules of Civil Procedure will be in accordance with this Retention Agreement and further agrees that Outside Counsel will not seek or accept an award of fees and expenses pursuant to Rule 23 of the Federal Rules of Civil in excess of the amount to which it is entitled under this Retention Agreement. Outside Counsel shall obtain the approval of the Attorney General prior to filing any application for fees or costs and expenses in the court, and such request when aggregated with all fees to be paid to or on behalf of any Plaintiff or Plaintiff's counsel in the Litigation shall not exceed the cap established in this Retention Agreement pursuant to the Fee Schedule set forth below.

The fee award is contingent upon (i) the amount of the total recovery whether by judgment or settlement for the Client and (ii) the procedural posture of the case at the point of recovery as set forth in the fee schedule attached hereto at Appendix A (the "**Fee Schedule**"), which Fee Schedule shall govern all compensation for Outside Counsel and all co-counsel (whether appointed by the Attorney General, a delegate of Outside Counsel pursuant to Article II of this Retention Agreement, or otherwise affiliated in the case). Outside Counsel understands that neither the Attorney General nor the Client can give any assurance regarding the amount of the fee that may ultimately be approved and awarded by the Court. Moreover, Outside Counsel is not entitled to any portion of any interest that might accrue on any award or recovery in this case, whether by partial or full settlement or judgment, as such interest must be applied directly to the recovery of the Client. Interest earned on funds specifically paid and deposited for payment of Court-awarded attorneys'

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fees and expenses will be paid to Outside Counsel at the time of disbursement of such fees and expenses.

Section 2. Settlement or Judgment

The Fee Schedule applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature, or is combined with non-monetary relief, or is entirely non-monetary. Should the Litigation be resolved by settlement or judgment involving a combination of monetary and non-monetary relief (such as injunctive relief, non-monetary payment, the provision of goods and/or services, any other "in kind" terms, or any combination of those), the Attorney General and Outside Counsel will negotiate in good faith to determine the monetary value to the Client of the non-monetary relief, and the amount of the fee attributable to the non-monetary relief shall be determined in accordance with Rule 1.5 of the Rules of Professional Conduct.

Section 3. Payment of Fees

Neither the Client nor the Attorney General shall be required under this Retention Agreement, or otherwise, to directly compensate Outside Counsel. Outside Counsel's compensation and reimbursement of expenses shall be controlled by Articles IV and V and Appendix A of this Retention Agreement, subject to the Court's approval. Accordingly, except as provided by the Fee Schedule and for the expenses and costs enumerated in Article V, no other compensation shall be paid to Outside Counsel. All the matters regarding the above shall be subject to the procedure set forth in Rule 23 of the Federal Rules of Civil Procedure and to the approval of the Court having jurisdiction over the Litigation, to the extent that such Rule and approval apply. Upon court approval, Outside Counsel shall pay, out of the fee awarded to it, all attorneys' fees to those law firms whose work in the Litigation has been determined by the Attorney General or the court to have benefited the class through actions other than objections to actions taken by the Client.

Article V
EXPENSES AND REIMBURSEMENTS

Section 1. Advancement of Expenses and Costs

Outside Counsel shall advance all Litigation costs, expenses and disbursements, including expert witness fees and costs, deposition costs, and document production. Outside Counsel shall not be compensated for the time or work performed by expert witnesses in the employ of the Client. Neither the Client nor the Attorney General shall advance payment for any services rendered or costs, expenses or disbursements incurred. Outside Counsel's agreement to advance all costs, expenses, and disbursements, as well as its agreement to defer fees while any and all Litigation (including appeals) is pending, has been taken into consideration in establishing the Fee Schedule.

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Section 2. Expenses and Format

Should a recovery be obtained for the benefit of the Client, Outside Counsel shall be reimbursed for expenses and costs only as set forth below and as approved by the Court. Outside Counsel shall not seek reimbursement of expenses or costs incurred by other attorneys or firms separately retained by Outside Counsel in delegation of its performance under this Retention Agreement unless such expenses are a part of a joint fee & expense application.

Reimbursement shall only be provided for invoices submitted with itemized receipt documentation. All expenses must include the following information: (1) the name of the attorney incurring the expense; (2) a legible copy of an itemized receipt documenting the expense, and (3) a detailed description of the expenses. No reimbursement shall be made for "miscellaneous" listings or for expenses missing any of the requirements listed above. No reimbursement shall be made for expenses that are not a proper public purpose.

Section 3. Receipts

All receipts shall be retained for at least one (1) full year following the Termination Date and shall be made available to the Attorney General and the Client upon request or as otherwise set forth herein.

Section 4. Maximum Reimbursement

Unless otherwise expressly approved by the Attorney General in writing prior to invoicing, the following permitted expenses shall be reimbursed only as follows:

A. Experts and Consultants

Outside Counsel shall be reimbursed for retention of outside experts or consultants, including fees and other reasonable costs, only when expressly authorized by the Attorney General. Upon request by the Attorney General, Outside Counsel must provide the Attorney General with any written agreements between Outside Counsel and any expert or consultant doing work for or with Outside Counsel on any matter under this Retention Agreement. Except as otherwise expressly set forth herein, Outside Counsel shall not be reimbursed for retention of in-house experts or other in-house legal support staff.

B. Travel

Approval of travel expenses for reimbursement to Outside Counsel is subject to the State of Ohio Travel Policy as set forth by the State's Office of Budget and Management and found at Ohio Administrative Code 126-1-02.

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C. Photocopying, Document Imaging and Electronic Storage

In-house photocopying/ document imaging (including faxing, scanning and color copies) shall be reimbursed at Outside Counsel's actual expense, not to exceed fifteen cents ($0.15) per copy and is to be itemized on the invoice as "photocopies, document images, faxes, or scanned pages" (number of copies @ rate per copy/image). Reasonable amounts for outside photocopying, document imaging and electronic storage shall be reimbursed at actual cost if receipts are provided.

D. Priority / Overnight Mail

Charges for priority or overnight mail and courier services shall be reimbursed only if a reasonable basis exists for using the service and only if receipts for the expense are provided. In no event shall Outside Counsel be reimbursed for the cost of sending invoices or status reports to the Attorney General by overnight or priority mail services.

E. Other Expenses

Actual costs shall be reimbursed for certain extraordinary expenses including transcripts, deposition costs, witness fees, subpoena service, postage, printing, cab and bus fares, parking, and long-distance telephone calls when itemized receipts for the expense are provided. Routine expenses, such as office supplies, online legal research fees (i.e. LexisNexis or Westlaw), or secretarial costs, are not reimbursable. Outside Counsel shall obtain the Attorney General's approval before incurring any individual expense exceeding Two Thousand Five Hundred Dollars ($2,500.00) as well as any other extraordinary or unusual expenses or significant category of expenses incurred in fulfilling the terms of this Retention Agreement.

Article VII
OTHER TERMS AND CONDITIONS

Section 1. Equal Opportunity

In the hiring of employees for the performance of work under this Retention Agreement, Outside Counsel agrees not to discriminate on the basis of race, color, religion, sex, age, national origin, military status, ancestry, disability, sexual orientation or gender identity, characteristics, or expression, against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which this Retention Agreement relates.

Outside Counsel further agrees not to discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Retention Agreement on account of race, color, religion, sex, age, national origin, military status, ancestry, disability, sexual orientation, or gender identity, characteristics or expression.

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ORC Section 125.111 requires any company doing business with the State of Ohio to maintain a written affirmative action program addressing employment practices and to file a copy of this program annually with the Department of Administrative Services, Equal Opportunity Division. Outside Counsel represents that it has a written affirmative action program and has filed a description of the affirmative action program with the Equal Opportunity Division of the Ohio Department of Administrative Services. Compliance and the liability for non-compliance with ORC Section 125.111(B) is the sole responsibility of Outside Counsel.

When retaining individuals, companies or firms to aid in the performance of work under this Retention Agreement, Outside Counsel is responsible for obtaining the representation of each contractor that it abides by the requirements of this Section. Contractors and subcontractors must agree not to discriminate on the basis of race, color, religion, sex, age, national origin, military status, ancestry, disability, sexual orientation or gender identity, characteristics, or expression in the employment of a person qualified and available to perform the work to which this Retention Agreement relates. Additionally, contractors, subcontractors and any person acting on behalf of any contractor or subcontractor in any manner may not discriminate against, intimidate, or retaliate against any employee hired for the performance of work in relation to this Retention Agreement on account of race, color, religion, sex, age, national origin, military status, ancestry, disability, sexual orientation, or gender identity, characteristics or expression.

Section 2. Jurisdiction and Choice of Law

This Retention Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Only state Ohio courts shall have jurisdiction over any action or proceeding concerning the Retention Agreement and/or performance hereunder. Outside Counsel hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

Section 3. Indemnification

Outside Counsel agrees to indemnify and hold the Attorney General and the State of Ohio harmless and immune from any and all claims for injury or damage arising from this Retention Agreement that are attributable to Outside Counsel's own actions or omissions or those of its partners, associates, officers, employees, subcontractors, suppliers, third parties utilized by Outside Counsel, or joint ventures while acting under this Retention Agreement. Claims means any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving collection activities. Outside Counsel shall bear all costs and fees associated with defending the Attorney General and the State of Ohio against any such claims.

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Section 4. Termination

A. Termination by the Parties

The Attorney General reserves the right to modify or cancel the appointment of Outside Counsel, including adding, removing and/or substituting one or more Outside Counsel from the appointment, and/or terminate this Retention Agreement at any time, in its sole discretion, and without cause or duty of explanation. Outside Counsel may terminate this appointment and this Retention Agreement upon thirty (30) days' written notice to the Attorney General. If the Litigation is pending, termination by Outside Counsel shall not be effective unless Outside Counsel first obtains leave of court to terminate its representation in the matter.

B. Compensation in the Event of Termination

In the event Outside Counsel is removed from this Retention Agreement or this Retention Agreement is terminated by any Party, the terminated Outside Counsel shall be entitled to reimbursement as set forth in Articles IV and V of this Retention Agreement for all reasonable and properly documented fees and expenses rendered prior to termination. Such reimbursement will be payable only with the Court's approval upon the conclusion of the Litigation and only upon an affirmative damages award or settlement in the Client's favor. Invoices for such expenses with required receipts shall be submitted in accordance with Articles IV and V of this Retention Agreement.

The division of attorney fees owing under Article IV of this Retention Agreement between the terminated Outside Counsel, any continuing Outside Counsel, and any substitute or replacement Outside Counsel, will be determined by agreement among all Outside Counsel at the conclusion of the Litigation. If Outside Counsel cannot agree on the division of fees, they must arbitrate the fee allocation among themselves pursuant to Prof. Cond. Rule 1.5(f). Outside Counsel must indemnify, defend, and hold harmless the Attorney General, the State of Ohio, and the Client against any additional fees or expenses associated with any fee dispute.

No provision of this Retention Agreement waives the rights of the Attorney General, the State of Ohio, or the Client to pursue a claim for legal malpractice against Outside Counsel.

C. Transfer of Work

If Outside Counsel is removed from this Retention Agreement, Outside Counsel agrees to effectuate a speedy and efficient transfer of the work and to cooperate fully with the Director of Outside Counsel. Outside Counsel agrees to protect the Client's interests in any transfer of work. The Attorney General, the State of Ohio, or the Client may withhold any outstanding payments due to Outside Counsel if Outside Counsel fails to transfer all files, documents and materials when so requested by the Attorney General.

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Section 5. Campaign Finance Compliance

Outside Counsel hereby certifies that neither Outside Counsel nor any of Outside Counsel's partners, officers, directors, shareholders or employees, nor the spouse of any such person, has made contributions in excess of the limitation specified in ORC Section 3517.13

Outside Counsel shall, at all times, have a completed, notarized Affidavit of Eligibility on file with the Attorney General. Failure to provide a completed, notarized Affidavit of Eligibility may result in termination of Outside Counsel's appointment.

Section 6. Compliance with Rules of Professional Conduct

Outside Counsel represents and warrants that the attorneys performing the legal work contemplated by this Retention Agreement are currently licensed to practice in, and in good standing before the bar of, the applicable jurisdiction or jurisdictions. If necessary, those attorneys will comply with all out-of-state attorney pro hac vice registration requirements of the Supreme Court of Ohio or the applicable jurisdiction. If, during the Term or any Renewal Terms, a complaint is issued against Outside Counsel or any attorney providing services pursuant to this Retention Agreement, alleging a violation of the Supreme Court Rules for the Government of the Bar of Ohio, the Ohio Rules of Professional Conduct, or the applicable rules governing the state bar in any applicable jurisdiction, Outside Counsel must give timely written notice, with a copy via email, of such complaint to the Director of Outside Counsel. Such notice must include the nature of the allegations set forth in the complaint.

Section 7. Conflicts of Interest and Ethics Compliance

Outside Counsel represents and warrants that, as of the date of this Retention Agreement, it is not engaged in any matter that is or may be adverse to the Attorney General, the State of Ohio or the Client that has not been consented to in writing. Outside Counsel agrees that if a conflict of interest, potential or otherwise, arises pursuant to Rule 1.7 of the Ohio Rules of Professional Conduct, then Outside Counsel will give timely written notice to the Client and the Attorney General. Outside Counsel must request and obtain written consent or a waiver prior to undertaking representation adverse to the Attorney General, the State of Ohio or the Client.

Outside Counsel represents, warrants and certifies that it and its partners, associates, employees, and other persons assisting with the legal work contemplated by this Retention Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws set forth in ORC Chapter 102 and ORC 2921.01, 2921.42, 2921.421, and 2921.43. Outside Counsel further represents, warrants, and certifies that neither Outside Counsel, nor any of its partners, associates, employees or other persons assisting with the legal

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work contemplated by this Retention Agreement will do any act that is inconsistent with such laws.

Section 8. Findings for Recovery

Outside Counsel warrants that it is not subject to an "unresolved" finding for recovery under ORC Section 9.24. If the warranty is deemed to be false, this Retention Agreement is void *ab initio*, and Outside Counsel must immediately repay to the State of Ohio any funds paid under this Retention Agreement.

Section 9. Insurance

Outside Counsel shall maintain, or cause to be maintained at no cost or expense to the Attorney General, adequate professional liability insurance or other form of adequate financial responsibility in accordance with Gov. Bar R. III, Section 4. Unless otherwise stated, such insurance shall remain in force at all times from the date hereof through the term of this Retention Agreement, with companies authorized to do business in Ohio with an A.M. Best or Fitch Rating of at least "A" unless otherwise approved in writing by the Attorney General. Outside Counsel that does not maintain professional liability insurance and instead maintains other form of adequate financial responsibility in accordance with Gov. Bar R. III, Section 4 shall provide the notice required by Prof. Cond. Rule 1.4(C).

Outside Counsel warrants that it will comply with all conditions of each policy to assure that each policy is kept in full force and effect. Any and all insurance claims must be made on a timely basis as required in the conditions of each policy.

Section 10. Compliance with Law

Outside Counsel agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.

Section 11. Boycotting

Pursuant to ORC 9.76(B), Outside Counsel warrants that Outside Counsel is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Renewal.

Section 12. Miscellaneous

A. Counterparts

This Retention Agreement may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

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B. Severability of Terms and Conditions

If any provision of this Retention Agreement shall be held invalid, illegal, or unenforceable in any respect, said provision shall be severed. The validity, legality and enforceability of all other provisions of this Retention Agreement shall not in any way be affected or impaired unless such severance would cause this Retention Agreement to fail of its essential purpose.

C. Waiver of Terms and Conditions

Failure to enforce or insist on compliance with any of the terms and conditions of this Retention Agreement by the Attorney General shall not constitute a waiver or relinquishment of any such term or condition of the Retention Agreement on the part of the Attorney General but the same shall remain at all times in full force and effect.

D. Entire Agreement / Integration

This Retention Agreement constitutes the entire understanding of the Parties. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Both Parties agree that there is no other understanding or agreement other than the terms expressly stated in this Retention Agreement.

E. Amendment or Modification

No amendment or modification of this Retention Agreement shall be effective against either Party unless such amendment or modification is set forth in writing and signed by both Parties.

F. Headings

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Retention Agreement or in any other way to affect the validity, construction or interpretation of any of the provisions of this Retention Agreement.

G. Successors and Assigns

Neither this Retention Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Outside Counsel, without the prior written consent of the Attorney General.

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The undersigned represent that they are authorized to enter into this Retention Agreement. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: J. Shawn Busken
J. Shawn Busken (Sep 21, 2020 16:07 EDT)

Name: Shawn Busken

Title: Director of Outside Counsel

Date: Sep 21, 2020

OUTSIDE COUNSEL
Bleichmar Fonti & Auld LLP

By: [signature]

Name: Javier Bleichmar

Title: Partner

Date: September 21, 2020

OUTSIDE COUNSEL
Keating Muething & Klekamp PLL

By: [signature]

Name: Alan S. Fershtman

Title: Managing Partner

Date: Sept. 21, 2020

APPENDIX A

FEE SCHEDULE FOR OUTSIDE COUNSEL RETAINED BY THE OHIO ATTORNEY GENERAL AS LEGAL COUNSEL FOR THE STATE TEACHERS RETIREMENT SYSTEM OF OHIO IN THE FIRSTENERGY SECURITIES FRAUD LITIGATION

1. In the event of an affirmative damages award or settlement to the Client, Outside Counsel may apply for and seek reimbursement as follows:

TOTAL RECOVERY AMOUNT (IN MILLIONS)					
	$0 to $99	$100 to $249	$250 to $499	$500 to $1,000	Over $1,000
Prior to court decision on motion to dismiss	8%	$8,000,000 plus 7% of any amount in this range	$18,500,000 plus 5% of any amount in this range	$31,000,000 plus 2% of any amount in this range	$41,000,000 plus 1% of any amount in excess of $1,000,000,000
From resolution of motions to dismiss through adjudication of summary judgment motions	12%	$12,000,000 plus 11% of any amount in this range	$28,500,000 plus 8% of any amount in this range	$48,500,000 plus 5% of any amount in this range	$73,500,000 plus 3% of any amount in excess of $1,000,000,000
After decisions on summary judgment motions to end of case including appeals	14%	$14,000,000 plus 13% of any amount in this range	$33,500,000 plus 9% of any amount in this range	$56,000,000 plus 8.75% of any amount in this range	$81,000,000 plus 3% of any amount in excess of $1,000,000,000

2. Outside Counsel shall receive no compensation if there is no recovery and shall receive no additional compensation for any legal action taken or other services rendered to accomplish the collection of any recovery.

3. Notwithstanding anything to the contrary set forth above, it is further agreed that the fee will not exceed the lesser of the amount calculated pursuant to the grid above or three times the collective lodestar of Outside Counsel.

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