FIRST RENEWAL OF RETENTION AGREEMENT
FOR
Opioid Wholesale Distributors Investigation and Proposed Litigation

This First Renewal of Retention Agreement (this "**Renewal**") is entered into by and between the Ohio Attorney General (the "**Attorney General**") and Keating, Muething & Klekamp PLL; Fields PLLC; and Gilbert LLP (the "**Outside Counsel**"), effective as of July 1, 2019.

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 Outside 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 Renewal 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 of Ohio and its various state agencies, boards, departments, commissions, colleges, universities and retirement systems, as well as to the Attorney General in his official capacity (collectively, the "**Client**") regarding the alleged improper distribution practices of prescription opioids by wholesale distributors that are authorized to do business in the State of Ohio (the "**Opioid Distributors**"), with such representation including the investigation of alleged improper or fraudulent practices or actions or statements or omissions or other wrongful conduct or inaction, including those related to compliance with regulatory and reporting requirements imposed by state and federal entities, of the Opioid Distributors and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the "**Investigation**") and if then warranted by the Investigation and separately authorized, such representation would include the preparation for, settlement of, and/or actual litigation arising from the Investigation, including any settlements entered by the State of Ohio with any Opioid Distributor in which Outside Counsel participates in the preparation for settlement (collectively, the "**Proposed Litigation**"); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Opioid Distributors pursuant to the Retention Agreement dated September 19, 2017 (the "**Retention Agreement**"); and

© 2019

WHEREAS, the current term of the Retention Agreement expires on June 30, 2019, and the Attorney General would like to reappoint Outside Counsel to an additional term to begin July 1, 2019;

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 Renewal shall cover all past, present, and future legal services by Outside Counsel in connection with these matters and shall terminate on June 30, 2021, unless earlier terminated by the Attorney General (the "**Termination Date**"). If the Proposed Litigation is not completed by June 30, 2021, the Attorney General may reappoint Outside Counsel on the same terms and conditions for an additional term to begin July 1, 2021. No services rendered by Outside Counsel after the Termination Date shall be authorized or payable without an additional written agreement with the Attorney General.

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 Proposed Litigation. Moreover, the Attorney General has the unfettered right to appoint one or more designated assistants (the "**Designated Assistant**") to oversee the Proposed Litigation which appointment the Attorney General may modify at will. For the purposes of the Proposed Litigation, until further notice is given, the Designated Assistant shall be Jonathan Blanton, Deputy Attorney General for Major Litigation. 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 Proposed Litigation for any and all alleged violations of law.

© 2019

C. The Attorney General may provide attorneys and other staff members to guide and assist Outside Counsel with the Proposed 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 Proposed Litigation in accordance with the Ohio Rules of Professional Conduct and consistent with the requirements of complex litigation.

G. Counsel for any defendant subject to the Proposed Litigation for which the Attorney General has retained Outside Counsel may contact the Designated Assistant directly without first consulting Outside Counsel.

Section 2. Assignment and Delegation of Work

Outside Counsel may assign legal work to those individuals set forth in Outside Counsel's response to the Attorney General's Request for Qualifications (the "**RFQ Response**") or any individual employed by Outside Counsel or the law firm with which Outside Counsel is affiliated. Except as set forth above, Outside Counsel may only delegate work to other attorneys, legal professionals, or 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 Renewal 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 co-counsel to Outside Counsel in the Proposed 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 Renewal to be

© 2019

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 the 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 firm for the performance of work under this Renewal 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 Renewal 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 Special Counsel is an independent contractor and neither Special 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 Renewal. 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.

© 2019

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 Proposed Litigation. Outside Counsel shall electronically send monthly status reports and updates to the Designated Assistant and the Director of Outside Counsel, or such more frequent reports and updates as developments in the Proposed 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.

At a minimum, significant case updates must include a description of the current status of the Proposed 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.

© 2019

C. Communication Regarding Case Initiation and Settlement

The Attorney General in his full discretion shall approve both the initiation of the Proposed 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 Proposed Litigation and engagement in settlement efforts and all settlements 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 prospect 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:

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 Proposed 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 Proposed Litigation.

In the event of an appeal, the Attorney General reserves the right to transfer all or part of the Proposed Litigation to the State Solicitor and Attorney General's Appeals Section, including the filing of any briefs or motions. Special Counsel shall cooperate to effectuate any transition of legal services to the State Solicitor and Attorney General's Appeals Section, although Special 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 Special Counsel continue as co-counsel in the appeal.

© 2019

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 Renewal shall be considered the property of the State of Ohio. Outside Counsel agrees to adhere to Ohio's Public Records Act, ORC 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 Renewal, 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 Proposed Litigation shall publish any material, including online or social media 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 Renewal without first obtaining approval of the Designated Assistant or the Attorney General's Director of Communications. This Renewal 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 a Client as to a specific matter (the "Representation") and (ii) the nature of the Representation.

Article IV
COMPENSATION

Section 1. Fee Schedule

Outside Counsel shall receive no compensation for any services rendered unless a recovery or settlement of the Proposed Litigation is awarded and collected by, and for the benefit of, the Client. If the Client receives and collects such an award or settlement, Outside Counsel shall be compensated for their services on a contingency fee basis, pursuant to the fee schedule attached hereto as Appendix A (the "Fee Schedule").

The fee award is contingent upon the amount of the total recovery whether by judgment or settlement for the Client as set forth in the Fee Schedule, which shall govern all compensation for Outside Counsel and all co-counsel (whether appointed by the Attorney

© 2019

General, a delegate of Outside Counsel pursuant to Article II of this Renewal, 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 attorneys' fees and expenses will be paid to Outside Counsel at the time of disbursement of such fees and expenses.

Section 2. Settlement or Judgment

Subject to ORC 9.492, 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.

Section 3. Payment of Fees

Neither the Client nor the Attorney General shall be required under this Renewal, or otherwise, to directly compensate Outside Counsel except as provided in Articles IV and V and Appendix A of this Renewal. 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. Outside Counsel shall pay, out of the fee awarded to it, all attorneys' fees to those law firms whose work in the Proposed Litigation has been determined by the Attorney General to have benefited the Client.

Article V
EXPENSES AND REIMBURSEMENTS

Section 1. Advancement of Expenses and Costs

Outside Counsel shall advance all Proposed 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 Proposed Litigation (including appeals) is pending, has been taken into consideration in establishing the Fee Schedule.

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. Outside Counsel shall not seek

© 2019

reimbursement of expenses or costs incurred by other attorneys or firms separately retained by Outside Counsel in delegation of its performance of work under this Renewal.

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 Special Counsel and any expert or consultant doing work for or with Outside Counsel on any matter under this Renewal. 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.

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.

© 2019

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 itemized receipts 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 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 Renewal.

Article VII
OTHER TERMS AND CONDITIONS

Section 1. Equal Opportunity

In the hiring of employees for the performance of work under this Renewal, 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 Renewal relates.

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

ORC 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 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 Renewal, Outside Counsel is responsible for obtaining the representation of each contractor that it abides by the requirements of this Section. Contractors and

© 2019

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 Renewal 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 Renewal 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 Renewal and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Only Ohio state courts shall have jurisdiction over any action or proceeding concerning the Renewal 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 Renewal 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 Renewal. 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.

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 Renewal at any time, in its sole discretion, and without cause or duty of explanation. Outside Counsel may terminate this appointment and this Renewal upon thirty (30) days' written notice to the Attorney General. If the Proposed 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.

© 2019

B. Compensation in the Event of Termination

In the event Outside Counsel is removed from this Renewal or this Renewal is terminated by either Party, the terminated Outside Counsel shall be entitled to reimbursement as set forth in Articles IV and V of this Renewal for all reasonable and properly-documented fees and expenses rendered prior to termination. Such reimbursement will be payable upon the conclusion of the Proposed 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 Renewal.

The division of attorney fees owing under Article IV of this 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 Proposed 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 Renewal 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 Renewal, 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.

Section 5. Campaign Finance Compliance

Outside Counsel hereby certifies that neither Outside Counsel nor, to Outside Counsel's knowledge, 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.

© 2019

Section 6. Compliance with Rules of Professional Conduct

Outside Counsel represents and warrants that the attorneys performing the legal work contemplated by this Renewal 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 Ohio Supreme Court or the applicable jurisdiction. If, during the appointment as Outside Counsel, a complaint is issued against Outside Counsel or any attorney providing services pursuant to this Renewal, 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, then 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 Renewal, 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, to Specials Counsel's knowledge, it and its partners, associates, employees, and other persons assisting with the legal work contemplated by this Renewal 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 work contemplated by this Renewal 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 R.C. Section 9.24. If the warranty is deemed to be false, this Renewal is void *ab initio*, and Outside Counsel must immediately repay to the State of Ohio any funds paid under this Renewal.

© 2019

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 Renewal, 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 Renewal 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.

B. Severability of Terms and Conditions

If any provision of this Renewal 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 Renewal shall not in any way be affected or impaired unless such severance would cause this Renewal 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 Renewal by the Attorney General shall not constitute a waiver or relinquishment of any

© 2019

such term or condition of this Renewal 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 Renewal 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 Renewal.

E. Amendment or Modification

No amendment or modification of this Renewal 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 Renewal or in any other way to affect the validity, construction or interpretation of any of the provisions of this Renewal.

G. Successors and Assigns

Neither this Renewal 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

© 2019

The undersigned represent that they are authorized to enter into this Renewal. 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: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 7/11/19

OUTSIDE COUNSEL
Keating, Muething & Klekamp PLL

By: _____

Name: GREGORY M. UTTER

Title: PARTNER

Date: 7/11/19

OUTSIDE COUNSEL
Fields PLLC

By: _____

Name: Richard W. Fields

Title: Partner

Date: July 2, 2019

OUTSIDE COUNSEL
Gilbert LLP

By: _____

Name: SCOTT GILBERT

Title: PARTNER

Date: 07/11/19

© 2019

APPENDIX A

FEE SCHEDULE* FOR OUTSIDE COUNSEL RETAINED BY THE OHIO ATTORNEY GENERAL IN THE OPIOID WHOLESALE DISTRIBUTORS INVESTIGATION AND PROPOSED LITIGATION

Marginal Compensation Rate**				
Any Recovery Up to $10 Million; plus	**Any Portion of Such Recovery Between $10 Million and $15 Million; plus**	**Any Portion of Such Recovery Between $15 Million and $20 Million; plus**	**Any Portion of Such Recovery Between $20 Million and $25 Million; plus**	**Any Portion of Such Recovery Exceeding $25 Million**
25.00%	20.00%	15.00%	10.00%	5.00%
The total contingency fee shall not exceed $50 million.				

* This fee schedule is in compliance with the Transparency in Private Attorney Contracts Act in Sections 9.49 to 9.498 of the Ohio Revised Code. The amount of the contingency fee (1) shall not be based on penalties or civil fines awarded or on any amounts attributable to penalties or civil fines, and (2) shall be the percentage of the amount of damages actually recovered by the Client.

** In calculating compensation pursuant to Article IV of the Renewal, the Marginal Compensation Rate will be applied to the amount of the recovery after first deducting the reimbursable costs, expenses, and disbursements incurred by Outside Counsel pursuant to Article V.