

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is effective as of the 20th day of August, 2015 by and between Kaye Scholer LLP, ("Kaye Scholer") and the Delaware Department of Finance ("Finance"), with the approval of the Attorney General and the Governor of the State of Delaware (the "State").

WITNESSETH:

WHEREAS, the law of Delaware escheat and abandoned and unclaimed property is a highly specialized area of Delaware practice for which there is a very small universe of qualified attorneys; and

WHEREAS, on July 29, 2015, a Request for Proposal ("RFP") was issued by Finance to engage a law firm to act as Special Counsel ("Special Counsel") to represent Finance and certain officers and former officers in their individual and/or professional capacities (collectively, the "State Defendants") in *JLI Invest S.A. and LIN Invest S.A. v. Cook, et al.*, C.A. No. 11274 (Del. Ch.) (the "Action"); and

WHEREAS, following publication of the RFP, Delaware received notice of a demand for defense and indemnification in *JLI Invest SA., et al. v. Computershare Trust Company NA., et al.*, C.A. No. 1:15-CV-11474-ABD (D. Mass.), together with service of *JLI Invest S.A. and LIN Invest S.A. v. David M. Gregor*, Tax Appeal Board Docket No. 1652, both of which are related to the subject of the RFP (the "Related Matters"); and

WHEREAS, Finance received and evaluated proposals from law firms interested in acting as Special Counsel for the State pursuant to the RFP and interviewed the firms; and,

WHEREAS, the proposal submitted by Kaye Scholer meets the needs of Finance, and was technically superior to those submitted by the other firms (*see* Kaye Scholer's Proposal dated August 12, 2015, attached hereto as Exhibit A); and

WHEREAS, Finance has determined to engage Kaye Scholer to act as Special Counsel in the Action, the Related Matters, and in such other matters relating to escheat, abandoned property, and unclaimed property as shall be determined by Finance from time to time (the "Engagement"); and

WHEREAS, Kaye Scholer desires to accept the Engagement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kaye Scholer and Finance (collectively the "Parties") hereby agree as follows:

1. Pursuant to 29 Del. C. § 2507, Kaye Scholer is hereby appointed and employed as Special Litigation Counsel for the State.

2. Kaye Scholer agrees to serve as Special Litigation Counsel in connection with the Engagement and to perform such legal duties as assigned by Finance during the duration of the Engagement. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by Finance, with or without cause, and by Kaye Scholer, as permitted or required under the applicable rules of professional conduct.

3. Kaye Scholer agrees that it will assign attorneys and para-professionals of its firm listed below to perform the legal services under this Agreement. The standard and special discounted billing rates, which represent a fifteen percent (15%) discount from the professionals' regular standard rates, are contained in Exhibit A and listed below.

NAME	TITLE	STANDARD RATE	SPECIAL DISCOUNTED RATE
Steven S. Rosenthal	Partner	\$ 930	\$ 791
Marc Cohen	Partner	\$ 960	\$ 816
J.D. Taliaferro	Associate	\$ 745	\$ 634
Amanda Butler	Associate	\$ 685	\$ 582
Melissa Raggi	Associate	\$ 655	\$ 557
Julie Belezzuoli	Associate	\$ 640	\$ 544
Alicia Clough	Associate	\$ 730	\$ 620
Ise Tiapula	Legal Assistant	\$ 265	\$ 225
Jackelin Castro	Legal Assistant	\$ 210	\$ 179
John Reklaitis	Legal Assistant	\$ 185	\$ 156

Kaye Scholer agrees that the rate for any other attorneys who work on this engagement shall be at comparable rates to those above, taking into account each attorney's experience. Kaye Scholer may adjust its rates annually as of April 1st of each year, provided that Finance is notified of the adjustment in writing 60 days in advance of the change and the Parties agree on the adjustment.

4. Kaye Scholer agrees that it shall perform legal services as directed by Finance and that the State shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, to monitor, direct, and/or participate in the performance of legal services by Kaye Scholer under this Agreement.

5. Kaye Scholer agrees that all documents generated by it under this Agreement, including research and all legal work products, belong to the State and the Delaware Department of Justice (“DOJ”), and will be provided upon request. The State and the DOJ shall have the right to use any such legal work product or documents as it deems in its interest, without compensation to Kaye Scholer apart from the compensation earned under this Agreement.

The files belonging to Kaye Scholer pertaining to this Engagement will be retained by the firm and include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal lawyers’ work product such as drafts, notes, internal memoranda, and legal and factual research. All such files retained by Kaye Scholer will be subject to its records retention policies.

6. Kaye Scholer provided the State a Certificate of Insurance from Aon Risk Solutions, dated May 1, 2015, indicating the amount and nature of Kaye Scholer’s professional liability Insurance coverage under policy #QB1400326, which is attached hereto as Exhibit B.

7. Kaye Scholer has performed a comprehensive screening for potential or actual conflicts of interest it has or may have, not only with the State, but with any agency thereof. During the term of this Agreement, Kaye Scholer shall inform the State of any actual or potential conflict that arises and that must be disclosed as required by the Delaware Lawyers’ Rules of Professional Conduct. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified the State in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the State Solicitor and Governor’s Counsel, Kaye Scholer shall neither commence work on any new matter nor continue work on any matter that it has undertaken at the time at which the conflict or potential conflict arises. Kaye Scholer understands and acknowledges that should the State choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.

8. Kaye Scholer understands and acknowledges that the State will work with Kaye Scholer to perform the legal work covered by this Agreement through the DOJ. Nothing in this Agreement restricts the State’s ability to do so or guarantees Kaye Scholer the right to perform any legal services, except those that the State specifically request Kaye Scholer to perform.

9. Kaye Scholer shall bill Finance no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of Finance at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for legal services rendered; however, Finance shall have the right to request reasonable alterations in the format of the billing as it deems appropriate. Kaye Scholer agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy*, attached hereto as Exhibit C. Copies of the bill should be sent to the Deputy Attorney General representing Finance, the State Solicitor, and the Governor’s Counsel. Bills shall be paid as approved by Delaware law. In the event the State questions the substance of any bill or any item of work performed, Kaye Scholer shall provide such additional information as may reasonably be requested, and Kaye Scholer shall not charge any

additional amount for any discussion, extra documentation, or additional information required to settle any dispute regarding any issue related thereto.

10. Kaye Scholer shall take no position on any legal matter taken on behalf of Finance without consultation with and approval by the State. No position shall be deemed to be the position of the State if disapproved by the DOJ. Kaye Scholer shall take no legal position in any court, or any federal agency or any other entity without approval of the DOJ. No opinion rendered by Kaye Scholer may be represented as an opinion of the Attorney General or the DOJ.

11. Except as provided in Exhibit C, prior to incurring any costs to be charged to the State, Kaye Scholer shall consult with the State and obtain its approval.

12. Kaye Scholer's client in this engagement will be the Delaware Department of Finance. The State agrees that Kaye Scholer's representation of the Delaware Department of Finance in this engagement does not give rise to a lawyer-client relationship between Kaye Scholer and any other Delaware state or local governmental unit or entity or any other person and will not give rise to any conflict of interest if other clients of the firm are adverse to any other person or a Delaware state or local governmental unit or entity other than the Delaware Department of Finance.

14. The validity of this Agreement and the determination of the rights and liabilities of the Parties hereunder shall be decided in accordance with the laws of the State of Delaware and no other, except to the extent that federal law may be applicable. Any litigation which may be instituted between the State and Kaye Scholer regarding this Agreement shall be filed and litigated in the State of Delaware.

15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. This Agreement constitutes the entire Agreement between the parties related to this matter and any prior agreement or understanding is hereby superseded by this Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement, effective as of the date first above written.

Kaye Scholer LLP
Washington, DC

Department of Finance for the
State of Delaware

By _____
Steven S. Rosenthal, Partner

By _____
Thomas J. Cook, Secretary

APPROVED:

JACK A. MARKELL
GOVERNOR, STATE OF DELAWARE

MATTHEW P. DENN
ATTORNEY GENERAL, STATE OF DELAWARE

By: _____

By: _____
Danielle Gibbs, Chief Deputy Attorney General