

PERSONAL SERVICE CONTRACT FOR

Contingency Legal Services

BETWEEN

THE COMMONWEALTH OF KENTUCKY

Office of the Attorney General

AND

**Strauss Troy Co., LPA
and
Boies, Schiller & Flexner, LLP**

This Personal Service Contract (PSC) was entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General ("the OAG") and Strauss Troy Co., LPA in partnership with Boies, Schiller & Flexner, LLP ("Contractor") to establish a contract for contingency fee-based legal services for Antitrust and Price Gouging involving Marathon Petroleum pursuant to the RFP. Under KRS 15.100(3), the Attorney General deems the original contract for legal services and all renewals necessary and advisable.

Per the solicitation the OAG is authorized renewal at the discretion of the agency for as many additional two-year terms as needed for the purpose of and to the extent that said renewals are necessary to permit the Contractor to conclude any work on any cases in progress pursuant to the RFP.

RFP – 040 1500000309

Initial PSC – 040 1500002737 was effective June 11, 2015 through June 30, 2016.

Renewal PSC – 040 1600003219 effective from July 1, 2016 through June 30, 2018

This renewal is effective July 1, 2018 through June 30, 2020

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

DESCRIPTION OF SERVICES REQUIRED

Purpose and Background

The OAG, on behalf of the Commonwealth of Kentucky, requires legal services to assist with antitrust litigation (the "Antitrust Litigation") and price gouging litigation (the "Price Gouging Litigation", collectively, the "Engagements") involving Marathon Petroleum Company, LLC ("Marathon"). In the Antitrust Litigation filed on May 12, 2015, the Commonwealth has alleged that Marathon engaged in anticompetitive conduct in violation of the Sherman Act, the Clayton Act and the Kentucky Consumer Protection Act by: 1) using deed restrictions on real property sold by Marathon that preclude the use of certain real property for the business of retail gasoline sales; 2) using supply agreements with independent retail sellers of gasoline that unduly restrict competitive choice; and 3) using exchange agreements in an anticompetitive manner to keep other potential suppliers of wholesale RFG gasoline out of germane Kentucky markets. That case is currently pending in the United States District Court for the Western District of Kentucky. In the Price Gouging Litigation, the Commonwealth has alleged violations of Kentucky's consumer protection and price gouging laws based on Marathon's conduct in the wholesale and retail pricing of gasoline in the wake of Hurricanes Katrina and Rita and other events. That case is currently pending in Franklin Circuit Court.

The OAG at all times will direct the litigations in all respects, including but not limited to, whether and when to initiate litigation, against whom actions will be taken, the claims to be made in said litigation, approval and/or rejection of settlements and the amount and type of damages to be requested.

Scope of Work

Legal services will include, but may not be limited to:

Assisting in pending litigation against Marathon Petroleum Company, LLC, and/or other potentially responsible entities, if any. Offeror will assist in all phases of the investigation and litigation, including preparing and filing any amended complaint(s); responding to motions, including motions to dismiss; drafting and answering discovery propounded upon the Commonwealth or any of its agencies; tracking documents obtained in discovery; taking depositions; defending depositions noticed by the defendants; preparing relevant witnesses for depositions; responding to motions for summary judgment or other pretrial dispositive motions; identifying experts to testify in favor of the Commonwealth or its agencies; preparing expert witnesses for deposition or trial testimony; assessing the strength of legal arguments propounded by the litigants; preparing legal arguments on motions; dealing with discovery disputes; representing the Commonwealth in trial or in any settlement negotiations that may occur; representing the Commonwealth in responding to post-trial motions; representing the Commonwealth in the appeal(s) of any judgment or verdict rendered in any such action(s) and, if applicable, the remand from appeal(s).

Preserving and making available to the OAG all pertinent records. When the contract is completed or if the contract is completely or partially terminated for whatever reason, all records relating to the work shall be preserved and made available to the OAG for a period of at least eight (8) years from the date of final statement or the date the litigation is completed, whichever occurs last.

Warranting that any representations made by them in the proposed agreement are true and accurate; that the Offeror is in all ways in compliance with state and federal laws which may govern the subject matter of this Agreement; and that the party executing this Agreement on the Offeror's behalf is duly authorized to do so.

Shall not have any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

Shall use software compatible with the OAG including Summation or Concordance and Microsoft Office.

Shall provide detailed information regarding hours worked, services performed, and costs incurred in said litigation on a quarterly basis and upon request.

GENERAL CONDITIONS

The OAG is the only state agency authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this contract. The contract, will expire June 30, 2020 as required by law but may be renewed at the discretion of the agency for as many additional two-year terms as needed for the purpose of and to the extent that said renewals are necessary to permit the Contractor to conclude any work on any cases in progress pursuant to the RFP.

Contractor shall provide legal services, advice, and consultation to the Attorney General for this litigation in a manner consistent with accepted standards of practice in the legal profession.

The Attorney General shall have final authority over all aspects of this litigation. The litigation may be commenced, conducted, settled, approved, and ended only with the express approval and signature of the Attorney General. The Attorney General at his sole discretion has the right to appoint a designated assistant ("designated assistant") to oversee the litigation, which appointment the Attorney General may modify at will.

Contractor shall provide legal services to the Attorney General subject to the approval of the Attorney General for the purposes of seeking injunctive relief, monetary relief, and other relief against all entities in this litigation.

The Attorney General may provide attorneys and other staff members to assist Contractor with this litigation. The identity and responsibilities of such personnel so assigned shall be determined solely by the Attorney General. All substantive pleadings, motions, briefs, formal documents, and agreements should bear the signature of the Attorney General or his designated assistant.

Contractor shall coordinate the provision of the legal services with the Attorney General or his designated assistant, other personnel of the OAG, and such others as the Attorney General may appoint. All substantive pleadings, motions, briefs, and other material which may be filed with the court shall first be approved by the Attorney General and provided to his office in draft form in a reasonable and timely manner for review. Regular status meetings may be held as requested by the Attorney General.

Contractor shall communicate with state entities through the OAG unless authorized by the Attorney General.

Contractor shall provide services and conduct itself in a manner consistent with the Kentucky Rules of Professional Conduct, Supreme Court Rule 3.130.

Contractor will render services pursuant to this Agreement as an independent contractor. Neither Contractor nor any employee of Contractor shall be regarded as employed by, or as an employee of the Attorney General or the Commonwealth of Kentucky.

An attorney-client relationship shall exist between the Attorney General and Contractor.

Contractor has explained that as a result of the types of clients Contractor advises and the types of engagements in which it is involved, it may be requested to act for other persons on matters which are not substantially related to the Engagements (as defined in Section I, *supra*, and referred to in Section 4, *infra*), where the interests of the other persons, and the Contractor's representation of them, may be against the clients, including adversity in litigation. In addition, because of the persons and entities that could be related to the Engagements, and the nature of the Contractor's practice, during the course of the Contractor's representation of the clients, the Contractor may represent some of those persons and entities in matters other than the Engagements. The Contractor would, of course, not be relieved of any obligation it may have to retain in confidence any confidential information obtained from the Commonwealth and to refrain from using or disclosing such information in connection with any other representation it may undertake.

The OAG agrees that any conflicts that may arise related to Contractor's representation in a matter adverse to OAG which is unrelated to the Engagements, or if the Contractor represents a person or entity related to the Engagements in a matter unrelated to the Engagements, will be governed by reference to the applicable Rules of Professional Conduct, including but not limited to Kentucky Supreme Court Rule ("SCR") 3.130(1.7); 3.130(1.8); and 3.130(1.9), and that on request for a waiver of a potential or actual

conflict, the OAG will engage in good faith discussions and approve such request to the extent the Attorney General deems it consistent with such Rules and in the public interest.

II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

- > This written renewal agreement and any subsequent written amendments to this agreement;
- > Any prior written renewal agreements
- > The original contract
- > Any addenda to the Solicitation;
- > The Solicitation and all attachments thereto; including PSC Standard Terms and Conditions;
- > Any Best and Final Offer;
- > Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- > The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

Not Applicable.

IV. Pricing

For Commonwealth of Kentucky v. Marathon Petroleum Company, 3:15-cv-00354-DJH, pending in the US District Court for the Western District of Kentucky (the Antitrust Litigation), upon any settlement or judgment, Contractor has agreed to accept a reasonable attorneys' fee and reimbursement of costs approved by the Court in the manner set forth in 15 USC sections 15(c) – 15(g).

For Commonwealth of Kentucky v. Marathon Petroleum Company, *et al.*, Civil Action Number 07-CI-00751, pending in Franklin Circuit Court (the Price Gouging Litigation), Contractor has agreed to accept a set percentage of the proceeds of any judgment or settlement determined by the court as outlined in the solicitation response.

- Twenty percent (20%) of the first \$20 million of gross proceeds
- Eighteen percent (18%) of the recovery of gross proceeds between \$20 Million and \$40 Million
- Sixteen percent (16%) of the recovery of gross proceeds in excess of \$40 Million.

In addition to the above mentioned contingency fee, the Contractors shall be reimbursed, out of gross proceeds of the litigation, reasonable litigation costs identified below.

In both Engagements, Contractors agree to advance litigation costs incurred by their own attorneys and staff including, but not limited to, travel, meals, mileage, lodging, photocopying, postage, electronic legal research fees, etc. The Commonwealth of Kentucky, through the OAG will advance the cost of any expert witness fees and expert witness costs incurred in furtherance of the litigation. The Contractors will consult with the OAG before employing any expert witnesses or expert consultants. The OAG shall have the final approval of the retention of any expert witnesses or expert consultants and any fee arrangements to be paid to those individuals.

V. Invoicing

At the conclusion of all actions and upon award or settlement and appeals of the matter, the contractor shall provide an invoice to the OAG setting forth the hours worked and actual costs and expenses, travel

performed in pursuit of Commonwealth recovery, expert witness fees, court reporters and transcript costs, filing fees and other approved reasonable costs and expenses for which reimbursement is sought.

**Personal Service Contract Standard Terms and Conditions
May 2018**

Whereas, the first party, the Office, has determined that the contingency fee is both cost-effective and in the public interest, that sufficient and appropriate legal and financial resources do not exist within the Office, that the experience desired for the particular kind of legal services to be provided does not exist within the Office, and that this contract for legal services is necessary and advisable; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until July 1, 2018, with the approval of the Attorney General or his authorized designee and the signatures of all named parties. The Office enters into this agreement as a necessary part of the Attorney General's constitutional duty to bring actions to protect the legal rights of all Kentucky citizens. Notwithstanding any contrary language in any prior agreement(s) between or among these parties, the Attorney General is not required to seek or obtain approval of this contract by the Secretary of the Finance and Administration Cabinet or the Legislative Research Commission, Government Contract Review Committee ("LRC").

2.00 Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the applicable terms and conditions in the original solicitation. Notwithstanding any language in the original solicitation to the contrary, as stated above, renewal is not subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee

3.00 LRC Policies: [Not applicable to contingency fee contracts]

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

5.00 Cancellation:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall

provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours: [Not applicable to contingency fee contracts.]

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

9.00 Invoices for fees:

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

10.00 Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either

original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

11.00 Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications:

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance:

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

The Contractor shall maintain detailed current records of expenses, disbursements, charges and credits, underlying receipts and invoices, and any other financial transactions that occur under the contract.

These records shall become public records subject to the Kentucky Open Records Act after a judgment or agreement is entered in the case and all appeals have been exhausted, but shall not be public records until that time. Any information that is subject to an evidentiary privilege shall be redacted before any public disclosure of these financial records.

16.00 Protest: [Not applicable at the renewal stage.]

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

17.00 Social security: (check one)

_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

18.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those

statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

19.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VI. Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

Office of the Attorney General:

Signature

Title

Printed Name

Date

Strauss Troy Co., LPA:

Signature

Title

Printed Name

Date

Boies, Schiller & Flexner, LLP:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Assistant Attorney General