

3 (a) Current Professional Consultant Services Contracts



STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600013149

AMENDMENT #: 7

1. CONTRACTING PARTIES:

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Bernstein Litowitz Berger & Grossmann, LLP		
TRACKING # 1	BLBG	TRACKING # 2	

2. NEW CONTRACT EXPIRATION DATE:

06/30/2019

mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:

To extend dates of contract

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS	THIS AMENDMENT	NEW TOTAL
COMPENSATION	\$ 1.00	\$ 0.00	\$ 1.00
EXPENSE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 1.00	\$ 0.00	\$ 1.00

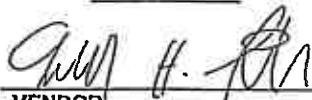
Total dollar amount paid on contract as of this date: \$ 0.00 as of 02/10/2017


UPDATED TOTAL PROJECTED COST \$

5. NEW AND/OR REVISED ATTACHMENTS: Original Contract

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. SIGNATURES:

 2/13/17
VENDOR DATE
Senior Partner
TITLE

 2/22/17
AGENCY DIRECTOR DATE
George Hopkins, Executive Director
TITLE

1251 Avenue of the Americas NY, NY 10020 1400 West Third Street Little Rock AR 72201
ADDRESS ADDRESS

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

3/17/14 DH

DATE

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600013149

AMENDMENT #: 7

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Rod Graves (Name) Associate Director Operations (Title)

501-682-1450 (Telephone #) rodg@arts.gov (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

James Cookro (Name) Fiscal Support Manager (Title)

501-682-5676 (Telephone #) jamesc@arts.gov (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

(Name) (Title)

(Telephone #) (Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	Inv	N/A	\$ 0.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 0.00	100%

* MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

☐ Goods? ☒ Services? ☐ Both?

TAXPAYER ID NAME: BLB&G LLP

YOUR LAST NAME: Silk

FIRST NAME: Gerald

M.I.: H.

ADDRESS: 1251 Avenue of the Americas, 44th Floor

CITY: New York

STATE: NY

ZIP CODE: 10020

COUNTRY: U.S.A.

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY				
General Assembly									
Constitutional Officer									
State Board or Commission Member									
State Employee									

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature

Title Senior Partner

Date

2-17-17

Vendor Contact Person Gerald H. Silk

Title Senior Partner

Phone No. (212) 554-1282

Agency use only

Agency Number 375

Agency Name Teacher Retirement

Agency Contact Person

Red Graves

Contact Phone No. 682 1450

Contact 501

Contract 46 000 13149 or Grant No.

EQUAL EMPLOYMENT OPPORTUNITY

Bernstein Litowitz Berger & Grossmann LLP is strongly committed to the principles of equal employment opportunity. The Firm does not unlawfully discriminate on the basis of race, color, religion, creed, age, sex, national origin, disability, genetic information, disorder, predisposition, or carrier status, ancestry, marital or domestic partnership status, past, present or future service in the uniformed services, citizenship status, sexual orientation, status as a victim of domestic violence, sexual abuse, or stalking, unemployment status, or any other characteristics protected by federal, state, or local law. Our non-discrimination policy applies to recruiting, hiring, training, transfer, promotion, assignment, compensation, and all other personnel decisions. The Firm will, upon request, make reasonable accommodations for qualified individuals with disabilities where such accommodations will permit the individuals in question to perform essential job functions without creating an undue hardship. The Firm will also, upon request, make reasonable accommodations of religious obligations as required by law.

Our employee development and evaluation systems are designed to further these principles of equal employment opportunity; thus, personnel decisions are based on employees' work performance and skills. The Firm expects all employees to share in its commitment to equal employment opportunity, and we will not tolerate any acts of discrimination or harassment in our workplace. If any employee believes that he or she is the victim of conduct that violates this policy, the employee must report such conduct immediately to the Director of Human Resources or to Edward Grossmann, the partner in charge of employment practices, so that an investigation can be commenced.

When reporting a complaint regarding a violation of this policy, the employee should be prepared to provide a full description of the facts surrounding the incident(s). All such complaints will be promptly investigated, and confidentiality will be maintained to the maximum extent consistent with the best interests of the employees involved, the Firm, and the Firm's obligations under the law.

The Firm forbids retaliation of any kind against any employee for reporting a violation of this equal employment opportunity policy, assisting in making such a complaint or cooperating with the Firm's investigation into the complaint. Any employee who believes that s/he has been retaliated against must immediately report this conduct to the Director of Human Resources so that an appropriate investigation can be commenced.

If the Firm's investigation reveals that our equal employment opportunity policy has been violated, then the Firm will take corrective action, including, where appropriate, disciplinary action up to and including termination from employment. In addition, individuals who are found to have engaged in conduct that violates this policy may be subject to personal liability in legal action against them.

Any employee who has questions about the scope and/or operation of this policy should contact the Director of Human Resources.

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Disclosure forms are valid for one year.

Vendor:	Bernstein Litowitz Berger & Grossmann LLP
Tax ID:	5559
Disclosure Statement:	I certify that I DO NOT employ or contract with an illegal immigrant.
Contact E-mail:	jerry@blbglaw.com
Submitted on:	02-17-17
Valid through:	02-16-18



STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600031983

AMENDMENT #: 3

1. CONTRACTING PARTIES:

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Ice Miller LLP		
TRACKING # 1	Ice	TRACKING # 2	

2. NEW CONTRACT EXPIRATION DATE:

06/30/2019

mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:

To extend dates of contract, change the method of procurement from sole source to special procurement, and increase contract amount to cover the additional period of services.

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS	THIS AMENDMENT	NEW TOTAL
COMPENSATION	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00
EXPENSE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00

Total dollar amount paid on contract as of this date: \$ 16,251.60 as of 02/08/2017

UPDATED TOTAL PROJECTED COST \$ 150,000.00 *dh*

5. NEW AND/OR REVISED ATTACHMENTS: Original Contract

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. SIGNATURES:

Daniel R. Smith March 7, 2017
 VENDOR DATE
Partner
 TITLE
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215
 ADDRESS

George Hopkins 3/8/17
 AGENCY DIRECTOR DATE
George Hopkins, Executive Director
 TITLE
1400 West Third Street Little Rock AR 72201
 ADDRESS

APPROVED: Edward R. Armstrong 5/22/17 dh
 DEPARTMENT OF FINANCE AND ADMINISTRATION DATE

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600031983 AMENDMENT #: 3

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Rod Graves Associate Director Operations
 (Name) (Title)
501-682-1450 rodg@artrs.gov
 (Telephone #) (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

James Cookro Fiscal Support Manager
 (Name) (Title)
501-682-5676 jamesc@artrs.gov
 (Telephone #) (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

 (Name) (Title)

 (Telephone #) (Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	Inv	N/A	\$ 150,000.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 150,000.00	100%

* MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Ice Miller LLP ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME: Swetham

FIRST NAME: Daniel

M.I.: R.

ADDRESS: 250 West Street, Suite 700

CITY: Columbus

STATE: Ohio

ZIP CODE: 43215

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%) Position of Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Daniel R. Swetnam Title Partner Date February 16, 2017

Vendor Contact Person Daniel R. Swetnam Title Partner Phone No. 614-462-2225

Agency use only

Agency Arkansas Agency Teacher Retirement Agency 501 682 1450 Contract 4600031983
Number 375 Name Teacher Retirement Contact Person Rob Graves Phone No. _____ or Grant No. _____



Equal Employment Opportunity Policy Statement

Ice Miller is an equal opportunity employer. This means the Firm maintains a policy of employing, assigning and advancing each individual on the basis of his or her own merit without regard to race, color, religion, age, sex, national origin, disability, sexual orientation, gender identity, veteran status, or any other unlawful factor. This commitment to equal opportunity applies to all aspects of employment including selection, training, assignment, promotion, compensation, transfer, performance evaluation, administration of personnel policies, discipline, and discharge.

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Disclosure forms are valid for one year.

Vendor: Ice Miller LLP

Tax ID: 4357

Disclosure Statement: I certify that I DO NOT employ or contract with an illegal immigrant.

Contact E-mail: Daniel.Swetnam@icemiller.com

Submitted on: 02-16-17

Valid through: 02-15-18



STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016409

AMENDMENT #: 6

1. **CONTRACTING PARTIES:**

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Kaplan Fox & Kilsheimer, LLP		
TRACKING # 1	Kaplan Fox	TRACKING # 2	

2. **NEW CONTRACT EXPIRATION DATE:** 06/30/2019
mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. **PURPOSE OF AMENDMENT:**
To extend dates of contract and update attachment "A".

4. **AMENDED DOLLAR AMOUNT:**

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS		THIS AMENDMENT		NEW TOTAL	
COMPENSATION	\$	1.00	\$	0.00	\$	1.00
EXPENSE	\$	1.00	\$	0.00	\$	1.00
TOTAL	\$	2.00	\$	0.00	\$	2.00

Total dollar amount paid on contract as of this date: \$ 0.00 as of 02/03/2017

UPDATED TOTAL PROJECTED COST	\$
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5. **NEW AND/OR REVISED ATTACHMENTS:** Original Contract, Attachment "A"

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. **SIGNATURES:**

Frederic S Fox 2/10/17
 VENDOR Frederic S Fox DATE
Partner
 TITLE

George Hopkins 3/11/17
 AGENCY DIRECTOR DATE
George Hopkins, Executive Director
 TITLE

850 3rd Ave N M M 10022
 ADDRESS

1400 West Third Street Little Rock AR 72201
 ADDRESS

APPROVED: Edward R. Armstrong
 DEPARTMENT OF FINANCE AND ADMINISTRATION

3/14/17 DH
 DATE

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016409

AMENDMENT #: 6

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Rod Graves Associate Director Operations
 (Name) (Title)

501-682-1450 rodg@artrs.gov
 (Telephone #) (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

James Cookro Fiscal Support Manager
 (Name) (Title)

501-682-5676 jamesc@artrs.gov
 (Telephone #) (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

(Name) (Title)

(Telephone #) (Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	Inv	N/A	\$ 0.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 0.00	100%

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL / CONSULTANT SERVICES
CONTRACT

ATTACHMENT "A" TO PROFESSIONAL SERVICES CONTRACT

Compensation and Billing Arrangements

Portfolio monitoring work will be provided by Kaplan Fox & Kilsheimer (the "Firm") as a service to ATRS without charge.

ATRS has no obligation to the Firm to take any action with respect to any potential claims that it brings to ATRS' attention. In the event that the ATRS determines to take legal action, it will consider retaining the Firm to represent it as its counsel with respect to such action.

Should the Firm be retained to represent ATRS as a plaintiff in a class, derivative or individual action, it will do so ~~pursuant to a separate retainer agreement~~ on a fully contingent basis, advancing all costs of the litigation. *A separate retainer agreement may be used.*

Should the Firm be retained, a fee agreement will be reached before the Firm files an action or moves for appointment as lead plaintiff. The range of the fee could be as low as 5% of the recovery in a very large case, ranging upward to a maximum of no more than 25% for smaller cases with special circumstances.

At least three (3) different types of contingent fee arrangements will be offered. Under the first alternative, the fee awarded, which is always subject to Court approval, depends upon the timing of recovery; that is, the stage of the litigation at which a settlement or recovery is achieved. Under the second alternative, the fee would depend upon the amount of recovery; that is, the gross amount of the settlement paid by defendants. The third alternative is a combination of the first two alternatives so the fee is a function of both the timing and the size of the recovery.

With respect to the timing of the recovery fee arrangement, the Firm has offered its fees so that the earlier recovery is achieved, the smaller the fee percentage. While the actual break point will vary depending on the particular case, in most situations the litigation will be divided into three stages: (1) initiation of action through commencement of discovery (usually defined as beginning actual production of documents by defendants); (2) discovery through trial (usually defined as selection of jury), and (3) trial through all post trial proceedings.

With respect to the second alternative arrangement based upon the amount of recovery, the Firm has offered to use a sliding scale so that the amount of the contingent fee is reduced as the size of any recover increases. The specific break points can vary depending on the particular case. Because this arrangement is keyed to actual ranges of recovery, appropriate percentages tend to vary based on case specific factors, such as the financial solvency of the potential defendants; maximum recoverable damages; and the perceived strength of the case at inception.

Since the third fee arrangement combines the first two approaches, the fee would be a function of both the timing and size of the recovery. Actual parameters will be discussed in advance. In

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Kaplan Fox & Kilsheimer LLP

☐ Goods?

☒ Services?

☐ Both?

YOUR LAST NAME: Fox

FIRST NAME: Frederic

M.I.: S

ADDRESS: 850 Third Avenue, 14th Floor

CITY: New York

STATE: NY

ZIP CODE: 10022

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

FOR AN ENTITY (BUSINESSES) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature [Signature] Title Partner Date 2/10/17

Vendor Contact Person Frederic S. Fox Title Partner Phone No. 212-687-1980

Agency use only

Agency Arkansas Agency Teacher Retirement Contact Person Rod Graves Contact 521 Contract 4600016407
Number 375 Name Teacher Retirement Phone No. 682-1450 or Grant No.

Kaplan Fox & Kilsheimer LLP

Equal Employment Opportunity and Prohibition of Harassment Policy

1. Firm Statement

Kaplan Fox & Kilsheimer LLP ("Kaplan Fox" or "the Firm") is committed to maintaining a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Firm expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

The purposes of this policy against harassment are to educate everyone at the Firm (partners, associates, counsel, paralegals, staff members and any other persons working at the Firm) about what may constitute harassment; to state explicitly that Kaplan Fox will not condone or tolerate harassment by any person against any other person; and to establish a procedure that encourages anyone who feels he or she has been subjected to harassment to report such conduct to one of the designated individuals who will investigate and respond to any report. A list of individuals designated to receive complaints appears in paragraph 9 below.

Everyone at the Firm has a responsibility for keeping our work environment free of harassment.

2. Equal Employment Opportunity

It is the policy of the Firm to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, alienage or citizenship status, marital status, sexual orientation, gender identity or any other characteristic protected by law. The Firm prohibits and will not tolerate any such discrimination or harassment.

3. Prohibition of Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. At Kaplan Fox sexual harassment, whether verbal, physical or environmental, and whether in the workplace itself or in outside work-sponsored settings, is unacceptable and will not be tolerated.

As defined by the courts and by the Equal Employment Opportunity Commission, sexual harassment includes unwelcome or unwanted sex-based conduct:

- (1) when an individual's submission to this conduct is made implicitly or explicitly a term or condition of his or her employment or when submission or refusal to submit otherwise affects decisions regarding hiring, evaluation, promotion or any other aspect of employment; or
- (2) when such conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Kaplan Fox prohibits any inappropriate or offensive behavior including, but not limited to:

- coerced sexual acts;
- express or implied demands for sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of continued employment;
- unwanted touching of another individual's body;
- graphic verbal commentary about an individual's body or sexuality;
- unwelcome or offensive sexual jokes, sexual language, sexual epithets, sexual gossip, sexual comments or sexual inquiries;
- unwelcome flirtations, advances, or propositions;
- sexually suggestive or obscene comments or gestures;
- displaying graphic or sexually suggestive objects, photos, pictures or drawings in the workplace (including through e-mail);
- negative statements or disparaging remarks targeted at one sex (either men or women), even if the content of the verbal abuse is not sexual in nature; or
- any form of retaliation against an individual for complaining about the type of behavior described above or for supporting the complaint of an alleged victim.

Sexual harassment can include harassment between individuals of the same sex.

4. Prohibition of Harassment Based on any Other Protected Characteristic

The Firm's policy prohibits all forms of harassment. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards an individual because of race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, alienage, or citizenship status, marital status or any other characteristic protected by law.

Kaplan Fox prohibits such harassing behavior, as well as harassment based on any other category or status protected by federal, state or local law that:

- (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment;

- (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (3) otherwise adversely affects an individual's employment opportunities.

Such behavior is inappropriate and offensive, and will not be tolerated. Examples of behavior that violate this policy and may constitute harassing conduct include, but are not limited to:

- epithets, slurs, quips, or negative stereotyping or remarks or threatening, intimidating or hostile acts that relate to race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, alienage or citizenship status, marital status or any other category protected by law;
- written or graphic material (including photos, pictures, or drawings) that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, alienage or citizenship status, marital status or any other protected category and that is placed on walls, bulletin boards, or elsewhere on the Firm's premises, or circulated or displayed in the workplace including by e-mail;
- "jokes," "pranks" or other forms of "humor" that are demeaning or hostile with regard to race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, alienage or citizenship status, or marital status, or any other protected category; or
- any form of retaliation against an employee for complaining about the type of behavior described above or for supporting the complaint of an alleged victim.

5. Individuals and Conduct Covered

This policy applies to all partners, associates, counsel, paralegals, support staff and any other persons at the Firm whether related to conduct engaged in by fellow workers or someone not directly employed by, but who is conducting business with the Firm such as an outside vendor, consultant or client. This policy against harassment applies regardless of whether the person is or is not on the Firm's premises, provided that such person is conducting business related to the Firm or is participating in an event or function sponsored by the Firm.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events. Any type of harassment violates this policy and will not be tolerated. Kaplan Fox encourages the reporting of all incidents of harassment, regardless of whom the offender may be.

6. Protection Against Retaliation

Kaplan Fox will not retaliate in any way against an individual who makes a report of perceived harassment; nor will we permit any person to do so. Retaliation is a serious violation of the Firm's harassment policy and anyone who feels that he or she has been subjected to any acts of retaliation should immediately report such conduct. Any person who retaliates against another individual for reporting any perceived acts of harassment will be subject to disciplinary action.

7. Complaint Procedure

Reporting an Incident of Harassment, Discrimination or Retaliation

The Firm strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that is contrary to the Firm's policy or who have concerns about such matters should immediately notify one of the individuals designated to receive complaints listed in paragraph 9. A complaint will be considered formal only if it is reported to one of these individuals even if you have already reported it to your supervisor or manager or someone else.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Firm strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Conduct that is inconsistent with this Policy will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, or disciplinary action such as warning, reprimand, demotion, withholding of a promotion or

- pay increase, reassignment, temporary suspension without pay, or termination, as the Firm believes appropriate under the circumstances.

8. Conclusion

Kaplan Fox has developed this policy to ensure that all persons working at the Firm can work in an environment free from discrimination, sexual harassment, and harassment based on race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, alienage or citizenship status, marital status or any other category protected by law. We ask everyone to work together to accomplish that goal.

9. Persons Designated to Receive Harassment Complaints as of

Complaints of discrimination, harassment, or retaliation may be reported to any of the following individuals:

Richard J. Kilsheimer
Frederic S. Fox
Laurence D. King
Hae Sung Nam
Victoria Reiss

Questions concerning this policy should be directed to any of the foregoing individuals.

May 1, 2007

Acknowledgement

I acknowledge that I have received a copy of the Kaplan Fox & Kilsheimer LLP Equal Employment Opportunity and Prohibition of Harassment Policy, dated May 1, 2007; that I have reviewed that policy and understand it; and that I understand that I am bound by that policy.

Dated: _____

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Disclosure forms are valid for one year.

Vendor: Kaplan Fox

Tax ID: 6017

Disclosure Statement: I certify that I **DO NOT** employ or contract with an illegal immigrant.

Contact E-mail: ffox@kaplanfox.com

Submitted on: 02-10-17

Valid through: 02-09-18



STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

4600033551

CONTRACT #:

~~460003351~~

AMENDMENT #: 6

1. CONTRACTING PARTIES:

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Kessler Topaz Meltzer & Check LLP		
TRACKING # 1	Kessler Topaz	TRACKING # 2	

2. NEW CONTRACT EXPIRATION DATE:

06/30/2019

mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:

To extend dates of contract

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS	THIS AMENDMENT	NEW TOTAL
COMPENSATION	\$ 0.01	\$ 0.00	\$ 0.01
EXPENSE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.01	\$ 0.00	\$ 0.01

Total dollar amount paid on contract as of this date: \$ 0.00 as of 02/10/2017

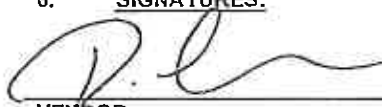
UPDATED TOTAL PROJECTED COST


\$

5. NEW AND/OR REVISED ATTACHMENTS: Original Contract

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. SIGNATURES:

 2-13-17
VENDOR DATE

 2/22/17
AGENCY DIRECTOR DATE

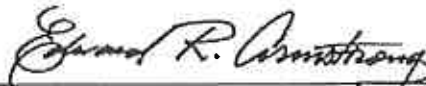
DARREN J. CHECK PARTNER
TITLE

George Hopkins, Executive Director
TITLE

KESSLER TOPAZ MELTZER & CHECK, LLP
280 KING OF PRUSSIA ROAD, RANDOLPH, PA 19087
ADDRESS

1400 West Third Street Little Rock AR 72201
ADDRESS

APPROVED:



DEPARTMENT OF FINANCE AND ADMINISTRATION

3/14/ DH

DATE

3/14/17 DH

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #:

~~460003351~~
460003351

AMENDMENT #:

6

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Rod Graves

(Name)

Associate Director Operations

(Title)

501-682-1450

(Telephone #)

rodg@artrs.gov

(Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

James Cookro

(Name)

Fiscal Support Manager

(Title)

501-682-5676

(Telephone #)

jamesc@artrs.gov

(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

(Name)

(Title)

(Telephone #)

(Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	Inv	N/A	\$ 0.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 0.00	100%

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: KESLER TOPAZ MELTZER & CHECK LLP

☒ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME: 23-2977382/KESLER TOPAZ MELTZER & CHECK LLP ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: CHECK

FIRST NAME: DAREN

M.I.: J.

ADDRESS: 200 KING OF PRUSSIA ROAD

CITY: RAONER

STATE: PA

ZIP CODE: 19087

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MMYY	To MMYY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MMYY	To MMYY				
General Assembly									
Constitutional Officer									
State Board or Commission Member									
State Employee									

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature [Signature] Title PARTNER Date 2-13-17
Vendor Contact Person DARREN J. CHECK Title PARTNER Phone No. (610) _____

Agency use only

Agency Arkansas Agency Teacher Retirement Agency Graves Contact 46999
Number 375 Name Teacher Contact Person Bob Graves Phone No. 501-682-1450 or Grant No. 33531

Employment

Non Discrimination, Anti-Harassment & Equal Employment Opportunity

Kessler Topaz, in accordance with good practice and federal, state and local law, maintains that no Firm employee or applicant for employment will be discriminated against or harassed because of age, marital status, color, race, creed, sex, religion, national origin, sexual orientation, ancestry, citizenship, disability, military/veterans status or any other characteristic protected by applicable law.

- All applications for employment will be considered without regard for any of the factors identified above.
- Employee benefits, privileges, promotions and corrective action measures and all other terms and conditions of employment shall be determined without regard for the factors identified above.
- All assignments shall be made without regard to the factors identified above as they relate to either the client or Firm's personnel.

The Firm will not tolerate, condone or allow harassment or discrimination by any Firm temporary or permanent employee, manager, supervisor, co-worker, client, customer, independent contractor, opposing counsel, court personnel or other non-employee who conducts business with the Firm. Violations of this policy may result in disciplinary action, up to and including immediate discharge. In this regard, please note that the Firm retains the right to punish conduct that, in its sole discretion, it deems to be inappropriate, discriminating and/or harassing, regardless of whether such conduct is illegal. Conduct prohibited in this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

SEXUAL HARASSMENT: For purposes of this policy, sexual harassment is defined, as in the U.S. Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors

may include, but are not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

SAME SEX HARASSMENT: Sexual harassment can involve males or females being harassed by employees of either sex.

Although sexual harassment typically involves a person in a greater position of authority as the harasser, individuals in positions of lesser or equal authority also can be found responsible for engaging in prohibited harassment.

SEX BASED HARASSMENT: That is, harassment not involving sexual activity or language (e.g., male supervisor yells only at female employees and not males), may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

OTHER HARASSMENT: This policy also strictly prohibits harassment on the basis of any other protected characteristic. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a person's race, color, creed, religion, national origin, age, marital status, sexual orientation, ancestry, citizenship, disability, military/veterans status, or any other characteristics protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

COMPLAINT PROCEDURE: The Firm strongly encourages applicants for employment and employees to report all perceived instances of discrimination or harassment – regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the Firm's policy or who have concerns about such matters should file their complaints with the department head, a Senior Partner or Human Resources BEFORE the conduct becomes severe or pervasive. Employees should not feel obligated to file their complaints with the department head or a Senior Partner first before bringing the matter to the attention of Human Resources.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. **An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.** The availability of this complaint procedure, however, does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Retaliating against an individual for reporting a violation of this policy or for participating in the investigation of a claim of discrimination or harassment is a serious violation of this policy and will be subject to disciplinary action up to and including immediate termination of employment. Acts of retaliation should be reported immediately to Human Resources.

It is the policy of the Firm to investigate complaints of discrimination or harassment and to take responsive action. All inquiries, complaints and investigations are treated confidentially to the extent consistent with a complete and thorough investigation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, a referral to counseling and/or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, termination of employment or any other action the Firm believes is appropriate given the circumstances.

False and malicious complaints of harassment, discrimination or retaliation – as opposed to complaints which, even if erroneous, are made in good faith – may be cause for appropriate disciplinary action, up to and including termination of employment.


Finally, this policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the Firm prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

An employee who has any questions or concerns about the Equal Employment Opportunity program or this policy should contact Human Resources.

“Employment At Will”

Employment at Kessler Topaz is offered and accepted on an “at will” basis. As such, Kessler Topaz or you may terminate employment at any time, with or without cause. The information presented within this Guidebook does not constitute a contract (express or implied), nor does it construe or constitute a contractual or promissory obligation of any kind between Kessler Topaz and any employee of the Firm.

[Home](#)[Welcome Agency - Login](#)**DFA Illegal Immigrant Contractor Disclosure Certification Form**Navigation : [Home](#) >> [Certification Form](#)

Vendor Name:	<input type="text" value="Kessler Topaz Meltzer Check LLP"/>
Tax ID:	<input type="text" value="7382"/> (enter last 4 digits of Tax ID#)
Disclosure Statement:	Do you employ or contract with illegal immigrant(s)? <input type="text" value="No"/> 
E-mail Address:	<input type="text" value="dcheck@ktmc.com"/>
<input type="button" value="Submit"/>	

According to Arkansas law (A.C.A. §19-11-105), state agencies are not allowed to enter into contracts for professional, technical or general services, or any category of construction with any contractor who employs persons who are illegal immigrants. Nor may agencies renew any existing contract with such a contractor. Before entering into a contract with a state agency, a prospective contractor must certify that the contractor does not employ or contract with persons who are illegal immigrants. Likewise, if a contractor uses a subcontractor, the subcontractor must also certify they don't employ illegal immigrants.



STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016408

AMENDMENT #: 9

1. CONTRACTING PARTIES:

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Labaton Sucharow LLP		
TRACKING # 1	Labaton	TRACKING # 2	

2. NEW CONTRACT EXPIRATION DATE:

mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:

To update attachment "A".

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS	THIS AMENDMENT	NEW TOTAL
COMPENSATION	\$ 1.00	\$ 0.00	\$ 1.00
EXPENSE	\$ 1.00	\$ 0.00	\$ 1.00
TOTAL	\$ 2.00	\$ 0.00	\$ 2.00

Total dollar amount paid on contract as of this date: \$ 0.00 as of 02/10/2017

UPDATED TOTAL PROJECTED COST	\$
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5. NEW AND/OR REVISED ATTACHMENTS: Original Contract, Attachment "A"

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. SIGNATURES:

Eric J. Belfi 1/22/2018
VENDOR DATE

Eric Belfi, Partner, Labaton Sucharow LLP
TITLE

George Hopkins 1/22/18
AGENCY DIRECTOR DATE

George Hopkins, Executive Director
TITLE

140 Broadway, New York, New York 10005
ADDRESS

1400 West Third Street Little Rock AR 72201
ADDRESS

APPROVED: Edward R. Armstrong
DEPARTMENT OF FINANCE AND ADMINISTRATION

5/8/18 dh
DATE

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016408

AMENDMENT #: 9

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Rod Graves Deputy Director
 (Name) (Title)
 501-682-1450 rodg@arts.gov
 (Telephone #) (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

James Cookro Fiscal Support Manager
 (Name) (Title)
 501-682-5676 jamesc@arts.gov
 (Telephone #) (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

(Name) (Title)
 (Telephone #) (Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	inv	N/A	\$ 0.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 0.00	100%

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL/CONSULTANT SERVICES
CONTRACT
ATTACHMENT "A" TO PROFESSIONAL SERVICES CONTRACT
Compensation and Billing Arrangements

Portfolio monitoring work will be provided by Labaton Sucharow, LLP (the "Firm") as a service to ATRS without charge.

ATRS has no obligation to the Firm to take any action with respect to any potential claims that it brings to ATRS' attention. In the event that ATRS determines to take legal action, it will consider retaining the Firm to represent it as its counsel with respect to such action.

Should the Firm be retained to represent ATRS as a plaintiff in a class, derivative or individual action, it will do so on a fully contingent basis, advancing all costs of the litigation. A separate retainer agreement may be used.

Should the Firm be retained, a fee agreement will be reached before the Firm files an action or moves for appointment as lead plaintiff. The range of the fee could be as low as 5% of the recovery in a very large case, ranging upward to a maximum of no more than 25% for smaller cases. Under unusual circumstances, in a particular case, such as the amount of time dedicated to the case, the complexity of the litigation, or unforeseen circumstances, ATRS may authorize a fee of up to 30% of the recovery.

At least three (3) different types of contingent fee arrangements will be offered. Under the first alternative, the fee awarded, which is always subject to Court approval, depends upon the timing of recovery; that is, the stage of the litigation at which a settlement or recovery is achieved. Under the second alternative, the fee would depend upon the amount of recovery; that is, the gross amount of the settlement paid by defendants. The third alternative is a combination of the first two alternatives so the fee is a function of both the timing and the size of the recovery.

With respect to the timing of the recovery fee arrangement, the Firm has offered its fees so that the earlier recovery is achieved, the smaller the fee percentage. While the actual break point will vary depending on the particular case, in most situations the litigation will be divided into three stages: (1) initiation of action through commencement of discovery (usually defined as beginning actual production of documents by defendants); (2) discovery through trial (usually defined as selection of jury), and (3) trial through all post trial proceedings.

With respect to the second alternative arrangements based upon the amount of recovery, the Firm has offered to use a sliding scale so that the amount of the contingent fee is reduced as the size of any recovery increases. The specific break points can vary depending on the particular case. Because this arrangement is keyed to actual ranges of recovery, appropriate percentages tend to vary based on case specific factors, such as the financial solvency of the potential defendants; maximum recoverable damages; and the perceived strength of the case at inception.

Since the third arrangement combines the first two approaches, the fee would be a function of both the timing and size of the recovery. Actual parameters will be discussed in advance.

The Firm will not only advance all expenses incurred in connection with litigation – counsel's expenses, as well as all of the incidental expenses of the client, such as travel – they also assume the risk for all expenses. Therefore, if no recovery is achieved, the Firm will bear all costs.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: _____

☐ Yes ☐ No

TAXPAYER ID NAME: Labaton Sucharow LLP

IS THIS FOR: ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME: Belfi FIRST NAME: Eric M.I.: J.

ADDRESS: 140 Broadway

CITY: New York STATE: New York ZIP CODE: 10005 COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)
	Current	Former		From MM/YY	To MM/YY	
General Assembly						
Constitutional Officer						
State Board or Commission Member						
State Employee						

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?
	Current	Former		From MM/YY	To MM/YY	
General Assembly						
Constitutional Officer						
State Board or Commission Member						
State Employee						

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Eric J. Belfi Title Partner Date 1/22/2018

Vendor Contact Person Eric J. Belfi Title Partner Phone No. (212) 907-0878

Agency use only

Agency Arkansas Agency Red, cr. m. p. Contact 501 Contract 416000
Number 375 Name Fletcher Contact Person Red Graves Phone No. 622 1450 or Grant No. 16408

DFA Illegal Immigrant Contractor Disclosure Certification

Illegal Immigrant Form

Vendor: Labaton Sucharow LLP
Tax ID: 7846
Disclosure Statement: I certify that I **DO NOT** employ or contract with an illegal immigrant.
Contact E-mail: marketingteam@labaton.com
Submitted on: 01-22-18
Valid through: 01-21-19

Equal Employment Opportunity Policy

The Firm is committed to the principles of equal employment opportunity, and to compliance with all federal, state and local laws concerning discrimination in employment. To this end, the Firm ensures equal opportunity to all Employees and applicants regardless of race, color, sex, sexual orientation, religion, disability, genetic information, age, national origin, military or veteran status, or any other protected class under relevant federal, state and local laws.

This policy of equal opportunity will be observed with respect to all employment practices including, but not limited to, recruitment, hiring, job assignment, rank, transfer, Firm-sponsored training and apprenticeship, re-employment, compensation, benefits, promotions, upgrading, demotion, downgrading, lay-off, terminations, social and recreational programs and all other terms and conditions of employment.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	4600016408
Description of product or service	Portfolio monitoring and legal services
Contractor name	Labaton Sucharow, LLP

Contractor Signature: _____

Signature must be hand written, in ink

Date: _____

1/22/2018



STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016406

AMENDMENT #: 6

1. CONTRACTING PARTIES:

AGENCY NUMBER & NAME	0375	Arkansas Teacher Retirement System	<input type="checkbox"/> Service Bureau
VENDOR NAME	Nix Patterson & Roach, LLP		
TRACKING # 1	Nix	TRACKING # 2	

2. NEW CONTRACT EXPIRATION DATE:

06/30/2019

mm/dd/yyyy (if not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:

To extend dates of contract and update attachment "A".

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. Note: Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

	PREVIOUS	THIS AMENDMENT	NEW TOTAL
COMPENSATION	\$ 1.00	\$ 0.00	\$ 1.00
EXPENSE	\$ 1.00	\$ 0.00	\$ 1.00
TOTAL	\$ 2.00	\$ 0.00	\$ 2.00

Total dollar amount paid on contract as of this date: \$ 0.00 as of 02/10/2017


UPDATED TOTAL PROJECTED COST: \$

5. NEW AND/OR REVISED ATTACHMENTS: Original Contract, Attachment "A"

EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

6. SIGNATURES:


 VENDOR DATE 2-14-2017


 AGENCY DIRECTOR DATE 2/22/17

Attorney/Partner
 TITLE

George Hopkins, Executive Director.
 TITLE

205 Linda Drive
 Daingerfield TX 75638

ADDRESS

1400 West Third Street Little Rock AR 72201

ADDRESS

APPROVED:



DEPARTMENT OF FINANCE AND ADMINISTRATION

3/14/17 DH

DATE

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #: 4600016406

AMENDMENT #: 6

7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

<u>Rod Graves</u>	<u>Associate Director Operations</u>
(Name)	(Title)
<u>501-682-1450</u>	<u>rodg@artrs.gov</u>
(Telephone #)	(Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

<u>James Cookro</u>	<u>Fiscal Support Manager</u>
(Name)	(Title)
<u>501-682-5676</u>	<u>jamesc@artrs.gov</u>
(Telephone #)	(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

<u></u>	<u></u>
(Name)	(Title)
<u></u>	<u></u>
(Telephone #)	(Email)

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

Fund Source	Identify Source of Funds	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	General Trust Funds-Contributions	Inv	N/A	\$ 0.00	100.00
	and Investment Income			\$	
				\$	
				\$	
				\$	
TOTALS				\$ 0.00	100%

* MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

STATE OF ARKANSAS
AMENDMENT TO PROFESSIONAL / CONSULTANT SERVICES
CONTRACT

ATTACHMENT "A" TO PROFESSIONAL SERVICES CONTRACT

Compensation and Billing Arrangements

Portfolio monitoring work will be provided by Nix Patterson & Roach, LLP (the "Firm") as a service to ATRS without charge.

ATRS has no obligation to the Firm to take any action with respect to any potential claims that it brings to ATRS' attention. In the event that the ATRS determines to take legal action, it will consider retaining the Firm to represent it as its counsel with respect to such action.

Should the Firm be retained to represent ATRS as a plaintiff in a class, derivative or individual action, it will do so ~~pursuant to a separate retainer agreement~~ on a fully contingent basis, advancing all costs of the litigation. *A separate retainer agreement may be used.*

Should the Firm be retained, a fee agreement will be reached before the Firm files an action or moves for appointment as lead plaintiff. The range of the fee could be as low as 5% of the recovery in a very large case, ranging upward to a maximum of no more than 25% for smaller cases with special circumstances.

At least three (3) different types of contingent fee arrangements will be offered. Under the first alternative, the fee awarded, which is always subject to Court approval, depends upon the timing of recovery; that is, the stage of the litigation at which a settlement or recovery is achieved. Under the second alternative, the fee would depend upon the amount of recovery; that is, the gross amount of the settlement paid by defendants. The third alternative is a combination of the first two alternatives so the fee is a function of both the timing and the size of the recovery.

With respect to the timing of the recovery fee arrangement, the Firm has offered its fees so that the earlier recovery is achieved, the smaller the fee percentage. While the actual break point will vary depending on the particular case, in most situations the litigation will be divided into three stages: (1) initiation of action through commencement of discovery (usually defined as beginning actual production of documents by defendants); (2) discovery through trial (usually defined as selection of jury), and (3) trial through all post trial proceedings.

With respect to the second alternative arrangement based upon the amount of recovery, the Firm has offered to use a sliding scale so that the amount of the contingent fee is reduced as the size of any recover increases. The specific break points can vary depending on the particular case. Because this arrangement is keyed to actual ranges of recovery, appropriate percentages tend to vary based on case specific factors, such as the financial solvency of the potential defendants; maximum recoverable damages; and the perceived strength of the case at inception.

Since the third fee arrangement combines the first two approaches, the fee would be a function of both the timing and size of the recovery. Actual parameters will be discussed in advance. In

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Nix Patterson & Roach LLP

☐ Goods?

☒ Services? ☐ Both?

YOUR LAST NAME: Beckworth

FIRST NAME: Bradley

M.I.: E.

ADDRESS: 205 Linda Drive

CITY: Daingerfield

STATE: Texas

ZIP CODE: 75638

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Brad Beckworth Title Attorney/Partner Date 2/14/2017

Vendor Contact Person Bradley E. Beckworth Title Attorney/Partner Phone No. 512-328-5333

Agency use only

Agency Arkansas Retirement Agency

Number 375 Name Brad Graves

Contact Person Brad Graves

Contact 501 Phone No. 682-1450 or Grant No. 46,000 16926



**NIX
PATTERSON
& ROACH, LLP**

Bradley E. Beckworth
Attorney at Law
Email: bbeckworth@nixlaw.com

February 14, 2017

TO: Arkansas Teacher Retirement System

RE: Equal Employment Opportunity Policy

NPR is an equal opportunity employer committed to equal opportunity and nondiscrimination in all aspects of employment. It is our policy that all employment-related decisions will be made without regard to race, color, religion, sex, national origin, age, marital status, real or perceived disability or handicap, status as a veteran, sexual orientation or any other protected category in accordance with applicable federal, state and local laws and regulations. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, discipline, termination, layoff, recall, transfer, leaves of absence, compensation and training. NPR believes in the importance of hiring a diverse work force and creating a nondiscriminatory, supportive environment that fosters mutual respect among all attorneys and staff.

BRADLEY E. BECKWORTH,
Attorney / Partner

DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Disclosure forms are valid for one year.

Vendor: Nix Patterson & Roach LLP

Tax ID: 3834

Disclosure Statement: I certify that I **DO NOT** employ or contract with an illegal immigrant.

Contact E-mail: bbeckworth@nixlaw.com

Submitted on: 02-14-17

Valid through: 02-13-18

3 (b) Retainer Agreements

RETENTION AGREEMENT

This Retention Agreement governs the retention of Labaton Sucharow LLP (the "Attorneys") by Arkansas Teacher Retirement System ("Arkansas Teacher") authorizing the Attorneys to prosecute claims under the federal securities laws against A10 Networks, Inc. (the "Company").

WHEREAS Arkansas Teacher has authorized the Attorneys to prosecute claims relating to the securities of the Company (the "Litigation");

WHEREAS the Litigation entails numerous complex factual and legal issues and entails considerable risk;

WHEREAS the Litigation requires the expenditure of substantial resources by the Attorneys retained to prosecute the Litigation;

WHEREAS Arkansas Teacher seeks to maximize a recovery while limiting the expenditure of his own resources;

NOW, THEREFORE, Arkansas Teacher and the Attorneys AGREE AS FOLLOWS:

I. SCOPE OF SERVICES/CASE HANDLING

A. The Attorneys are retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. Arkansas Teacher authorizes the Attorneys to take steps to seek Arkansas Teacher's appointment as the lead plaintiff and/or representative plaintiff in the class action. Arkansas Teacher understands that the Attorneys will seek to be appointed Lead Class Counsel and agrees to the same.

B. The Attorneys are authorized to prosecute the Litigation. If appointed as the lead plaintiff and/or representative plaintiff, Arkansas Teacher will monitor, review, and participate with counsel in the prosecution of the Litigation. The Attorneys shall consult with Arkansas Teacher concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions, and settlement.

C. The Attorneys shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the Litigation.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation including but not limited to any expenses incurred by Arkansas Teacher related to depositions or any other legal proceedings it is advised by counsel to attend. Arkansas Teacher is not liable to pay any of the expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which the Attorneys shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation shall be in the amount awarded by the Court but, in no event, will the Attorneys seek compensation in excess of 25% of the total recovery plus reasonable disbursements in the Litigation. "Disbursements" shall include but not be limited to, expenses related to the retention of additional temporary support counsel, as needed, costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

C. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

III. INDEMNITY

The Attorneys have put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Arkansas Teacher through its participation in the Litigation. However, the Attorneys recognize that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, the Attorneys agree to defend and indemnify Arkansas Teacher, as a representative, in connection with any claims asserted against Arkansas Teacher due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL REQUIREMENTS

A. Arkansas Teacher agrees to cooperate in the prosecution of the suit including providing documents to substantiate Arkansas Teacher's claims, and to cooperate in providing discovery information, including a deposition if it is appointed as the lead plaintiff and/or representative plaintiff and if necessary.

B. Arkansas Teacher recognizes that the Attorneys are representing other investors of the Company in the Litigation and may associate with other firms to litigate the claims. Arkansas Teacher agrees that any conflicts caused by such representation are waived.

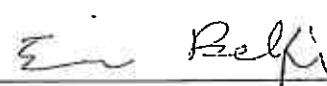
Dated:

2/27/15


Arkansas Teacher Retirement System

Dated:

2/27/15


Labaton Sucharow LLP

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**
1251 Avenue of the Americas
New York, New York 10020
Tel: (212) 554-1400
Fax: (212) 554-1444

LABATON SUCHAROW LLP
140 Broadway
New York, New York 10005
Tel: (212) 907-0700
Fax: (212) 818-0477

**ATTORNEY-CLIENT PRIVILEGED/
ATTORNEY WORK PRODUCT**

August 9, 2017

George Hopkins, Esq.
Executive Director
Arkansas Teacher Retirement System
1400 West Third Street
Little Rock, AR 72201

Re: Aaron's, Inc. Securities Litigation

Dear George:


We are pleased that the Arkansas Teacher Retirement System ("Arkansas Teacher") has retained Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") and Labaton Sucharow LLP ("Labaton") to represent it in the securities class action concerning Aaron's, Inc. This letter sets forth the principal terms that will govern our retention in connection with the prosecution of the action.

Bernstein Litowitz and Labaton will file a motion to have Arkansas Teacher appointed as Lead Plaintiff and Bernstein Litowitz and Labaton appointed as Co-Lead Counsel on behalf of the class in this action. Bernstein Litowitz and Labaton will represent Arkansas Teacher in this action on a fully contingent basis and will advance all expenses of the litigation. Bernstein Litowitz and Labaton will seek fees and reimbursement of expenses with respect to this action solely out of whatever recovery is obtained (if any) after notice to the class and approval of the fee request by the Court. Arkansas Teacher agrees that Bernstein Litowitz and Labaton will apply for a fee constituting a reasonable percentage of the recovery obtained through this litigation. Arkansas Teacher, Bernstein Litowitz and Labaton agree that the fee will be negotiated at a later date, but will not exceed 25% of the net recovery obtained. Bernstein Litowitz and Labaton will also reimburse Arkansas Teacher for any of its out-of-pocket expenses with respect to this action.


George Hopkins
August 9, 2017
Page 2

If the foregoing is agreeable to you, please sign a copy of this letter in the place indicated below and return it to us at your earliest convenience.

Sincerely yours,




Avi Josefson
Bernstein Litowitz Berger
& Grossmann LLP



Eric J. Belfi
Labaton Sucharow LLP

Accepted and Agreed:



George Hopkins
On Behalf of the Arkansas Teacher Retirement System

Gerald H. Silk
212-554-1282
jerry@blbglaw.com

Jonathan R. Davidson
484-270-1419
jrdavidson@ktmc.com

December 27, 2016

VIA ELECTRONIC MAIL

George Hopkins, Esq.
Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artrs.gov

Re: Adeptus Health Inc. Securities Litigation

Dear George:

We are pleased that the Arkansas Teacher Retirement System ("ATRS") has retained Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") and Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") (collectively, the "Firms") to represent it in the securities class action concerning Adeptus Health Inc. This letter sets forth the principal terms that will govern our retention in connection with the prosecution of the action.

The Firms will file a motion to have ATRS appointed Lead Plaintiff in the Adeptus securities class action and, if ATRS is appointed, will represent ATRS and the Class as Co-Lead Counsel. The Firms will represent ATRS in this action on a fully contingent basis and will advance all expenses of the litigation. The Firms will seek fees and reimbursement of expenses with respect to this action solely out of whatever recovery is obtained (if any) after notice to the Class and approval by the Court. ATRS agrees that the Firms will apply for a fee constituting a reasonable percentage of the recovery obtained through this litigation, which will not exceed 25% of the net recovery obtained. The Firms will also reimburse ATRS for any of its out-of-pocket expenses with respect to this action. ATRS understands that this action is subject to the Private Securities Litigation Reform Act of 1995 and that other investors may seek appointment as Lead Plaintiff.

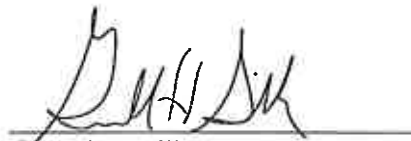
ATRS and the Firms agree that any conflict between this engagement letter and the underlying contracts between Bernstein Litowitz and ATRS, and Kessler Topaz and ATRS, respectfully, shall be resolved in favor of the underlying contracts.

George Hopkins
December 27, 2016
Page 2 of 2

If the foregoing is agreeable to you, please sign a copy of this letter and return it to us at your convenience. We appreciate the opportunity to represent ATRS in this matter.

Very Truly Yours,

BERNSTEIN LITOWITZ
BERGER & GROSSMANN LLP



Gerald H. Silk
Partner

KESSLER TOPAZ
MELTZER & CHECK, LLP



Jonathan R. Davidson
Partner

AGREED TO AND ACCEPTED

This date: 12/27/2016

ARKANSAS TEACHER RETIREMENT SYSTEM



George Hopkins, Esq.
Executive Director

June 5, 2017

VIA ELECTRONIC MAIL

Mr. Rod Graves, Associate Director of Operations
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
E. rodg@artrs.gov

RE: Alon USA Energy, Inc. Shareholder Litigation

Dear Rod,

I hope that this finds you well. By your signature below, you are acknowledging that the Arkansas Teacher Retirement System ("ATRS") has agreed to be represented by Kessler Topaz Meltzer & Check, LLP and such co-counsel as they deem appropriate to associate with in the above-referenced action related to Alon USA Energy, Inc. (the "Company") and certain of its officers and directors. ATRS and Kessler Topaz agree that any conflict between this engagement letter and the underlying contract between the parties shall be resolved in favor of the contract.

We have advised you that we have conducted a thorough investigation into the facts and circumstances surrounding the allegations in the above matters, and we believe them to be meritorious. You understand that in seeking to be a class representative, ATRS is undertaking certain fiduciary duties and responsibilities, which require it to adequately and fairly represent the class by becoming generally familiar with this litigation so that you can monitor, review and participate with counsel in the prosecution of the actions. You may and should confer with us at any time you feel it is appropriate to do so. ATRS's fiduciary duty also requires it to act in the best interests of the class at all times and not put its own interests ahead of the interests of the class. If you obtain access to non-public information during the pendency of the litigation, ATRS must not engage in transactions in the Company's stock. You must also preserve any documents you have related to the case.

In order to assure standing to pursue these claims, ATRS must also hold on to its shares of the Company during the pendency of the litigation.

Our Firm prosecutes class actions and is seeking to undertake this litigation on a contingent fee basis. This means we will not seek payment of any fees unless the lawsuit generates a recovery or benefit for the class. The payment of our fees in these suits is subject to court approval, and we generally seek to have our fees calculated as a percentage of the full amount of the funds recovered, i.e., as a percentage of the amount recovered before the deduction of our fees and expenses. In no event, will we request over 25% of the amount recovered plus reasonable disbursements. If non-monetary benefits are achieved, we will base

Mr. Rod Graves
June 5, 2017
Page 2 of 3

our fee requests on prior court awards where similar benefits were achieved. If there is no recovery or benefit for the class, our Firm will not be paid. In addition, our fees must be approved by the Court.

We will advance all costs and expenses that we deem necessary to pursue an appropriate recovery in these suits. Typical costs and expenses include, but are not limited to, telephone, fax transmission, court costs, computer research, copy, and postage expenses, as well as more substantial items, such as the cost of travel, deposition, trial, mediation expenses, and expert witness and consultant fees. If the lawsuit generates a recovery for the class, we will apply to the Court to have our costs and expenses reimbursed from the settlement fund remaining after the attorneys' fees have been paid. If there is no recovery, ATRS will not be responsible for any costs or expenses.

In the course of the lawsuits, we may, with notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, co-counsel, or for referral fees, or other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. We acknowledge that engagement of other counsel by Kessler Topaz does not obligate ATRS to remit payment to other counsel.

If this proposal is acceptable I would ask that you please countersign where indicated below and return it to me via email or facsimile.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes, disagreements and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration pursuant to the Rules of the American Arbitration Association. We look forward to working with you and I encourage you to call on me anytime you have any questions. I am looking forward to working with you.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP

A handwritten signature in dark ink, appearing to read "Jon R Davidson", written over a horizontal line.

BY:

Jonathan R. Davidson, Esquire
Partner

Mr. Rod Graves
June 5, 2017
Page 3 of 3

AGREED TO AND ACCEPTED

This 5th day of June, 2017

Arkansas Teacher Retirement System

A handwritten signature in black ink, appearing to read "Rod Graves", is written over a horizontal line.

Mr. Rod Graves, *Associate Director of Operations*

Writer's Direct Dial: 610-822-2208
E-Mail: shandler@ktmc.com
Please reply to the Radnor Office

October 9, 2013

VIA ELECTRONIC MAIL

Mr. George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artrs.gov

Re: Vermont Pension Investment Committee, et al., v. Bank of America, et al., No. 13-cv-5978-KBF (S.D.N.Y.)

Dear George:

We are very pleased that Arkansas Teacher Retirement System ("ATRS") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel in connection with a class action lawsuit being brought against Bank of America, National Association and U.S. Bank National Association in their capacity as trustees for various Pooling and Servicing Agreements relating to mortgage backed securities issued by Washington Mutual Bank and/or its affiliates.

Kessler Topaz will add ATRS to an amended complaint to be filed with the Court on or before October 31, 2013. Kessler Topaz agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz will petition the Court to be reimbursed for these costs prior to any distribution of reasonable fees to class counsel or recovery to the class. In no event will ATRS be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide ATRS with copies of all significant pleadings and briefs in the case for your review and approval before they are filed with the Court. Kessler Topaz will also provide ATRS with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise ATRS by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with ATRS and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

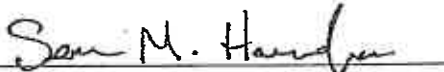
Further, in the course of the lawsuit, we may, without notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. The ultimate fee amount awarded to counsel will be determined by the Court. Kessler Topaz agrees to request a reasonable fee at the appropriate time after consultation with ATRS.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and fax me an executed copy of the agreement, and return the original by mail.

Kessler Topaz is extremely grateful for the privilege of again representing ATRS's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP

BY: 
Sean M. Handler, Esquire
Partner

AGREED TO AND ACCEPTED

this 10th day of October, 2013

Arkansas Teacher Retirement System


Mr. George Hopkins, Executive Director

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
ATTORNEYS AT LAW
NEW YORK • CALIFORNIA • LOUISIANA • ILLINOIS

GERALD H. SILK
jerry@blbglaw.com
212-554-1282

ATTORNEY-CLIENT PRIVILEGED/
ATTORNEY WORK PRODUCT

September 20, 2013

George Hopkins, Esq.
Executive Director

Arkansas Teacher Retirement System
1400 West Third Street
Little Rock, AR 72201

Re: Bankrate, Inc. Securities Litigation

Dear George:

We are pleased that the Arkansas Teacher Retirement System ("Arkansas Teacher") has retained Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz" or the "Firm") to represent it in the securities class action concerning Bankrate, Inc. This letter sets forth the principle terms that will govern our retention in connection with prosecution of the action.

Bernstein Litowitz will file a motion to have Arkansas Teacher appointed as Lead Plaintiff and Bernstein Litowitz appointed as Lead Counsel on behalf of the class in this action. The Firm will represent Arkansas Teacher in this action on a full contingency basis and will advance all expenses of the litigation. Bernstein Litowitz will seek fees and reimbursement of expenses with respect to this action solely out of whatever recovery is obtained (if any) after notice to the class and approval of the fee request by the Court. Arkansas Teacher agrees that Bernstein Litowitz will apply for a fee constituting a reasonable percentage of the recovery obtained through this litigation. Arkansas Teacher and Bernstein Litowitz agree that the fee will be negotiated at a later date, but will not exceed 25% of the net recovery obtained. Bernstein Litowitz will also reimburse Arkansas Teacher for any of its out-of-pocket expenses with respect to this action.

1285 AVENUE OF THE AMERICAS • NEW YORK • NY 10019-6028
TELEPHONE: 212-554-1400 • www.blbglaw.com • FACSIMILE: 212-554-1444

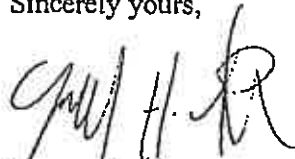
George Hopkins

September 20, 2013

Page 2

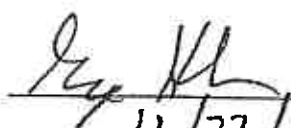
If the foregoing is agreeable to you, please sign a copy of this letter in the place indicated below and return it to us at your earliest convenience.

Sincerely yours,


Gerald H. Silk

Accepted and Agreed:

As per the contract that underlies this retention and the contract specifically applies in the event of any conflict between this letter and the underlying contract.


George Hopkins

On Behalf of the Arkansas Teacher Retirement System

A. J. J.
12/27/13

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement governs the retention of Labaton Sucharow LLP (the "Attorneys") by Arkansas Teacher Retirement System (the "Client") authorizing the Attorneys to prosecute claims under the federal securities laws against Celadon Group, Inc. (the "Company").

WHEREAS the Client has authorized the Attorneys to prosecute claims relating to the securities of the Company (the "Litigation");

WHEREAS the Litigation entails numerous complex factual and legal issues and entails considerable risk;

WHEREAS the Litigation requires the expenditure of substantial resources by the Attorneys retained to prosecute the Litigation;

WHEREAS the Client seeks to maximize a recovery while limiting the expenditure of its own resources;

NOW, THEREFORE, the Client and the Attorneys AGREE AS FOLLOWS:

I. SCOPE OF SERVICES/CASE HANDLING

A. The Attorneys are retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. The Client provides authorization to seek appointment as a lead representative plaintiff or a class representative in the class action. The Client understands that the Attorneys will seek to be appointed Lead Class Counsel and agrees to the same.

B. The Attorneys are authorized to prosecute the Litigation. If appointed Lead Plaintiff, the Client will monitor, review, and participate with counsel in the prosecution of the Litigation. The Attorneys shall consult with the Client concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions, and settlement.

C. The Attorneys shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the Litigation.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by the Client related to depositions or any other legal proceedings it is advised by counsel to attend. The Client is not liable to pay any of the expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which the Attorneys shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation shall be in the amount awarded by the Court but, in no event, will the Attorneys seek compensation in excess of 25% of the total recovery plus reasonable disbursements in the Litigation. "Disbursements" shall include but not be limited to, expenses related to the retention of additional temporary support counsel, as needed, costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

C. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

III. INDEMNITY

The Attorneys give careful analysis to potential claims and have put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for the Client through its participation in the Litigation. However, the Attorneys recognize that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by the Client's failure to provide accurate information, negligence, or misconduct, the Attorneys agree to defend and indemnify the Client in connection with any claims asserted against the Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL REQUIREMENTS

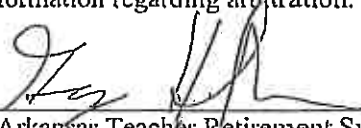
A. The Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claims, and to cooperate in providing discovery information, including a deposition if it is appointed lead plaintiff and if necessary.

B. The Client recognizes that the Attorneys are representing other investors of the Company in the Litigation and may associate with other firms to litigate the claims. The Client agrees that any conflicts caused by such representation are waived.

C. In the event of a fee dispute, the Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon the Client's request, the Attorneys will provide the Client with the necessary information regarding arbitration.

Dated:

5/16/17


Arkansas Teacher Retirement System

Dated:

7/6/17


Labaton Sucharow LLP

June 22, 2016

VIA ELECTRONIC MAIL

Mr. George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artts.gov

Re: Endo International plc Securities Litigation

Dear George:

We are very pleased that Arkansas Teacher Retirement System ("ATRS") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel and lead counsel for the class in connection with pending litigation against Endo International plc and certain of its officers for violations of the federal securities laws. ATRS and Kessler Topaz agree that any conflict between this engagement letter and the underlying contract between the parties shall be resolved in favor of the contract.

Kessler Topaz agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz will petition the Court to be reimbursed for these costs prior to any distribution of reasonable fees to class counsel or recovery to the class. In no event will ATRS be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide ATRS with copies of all significant pleadings and briefs in the case for your review and approval before they are filed with the Court. Kessler Topaz will also provide ATRS with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise ATRS by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with ATRS and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

Mr. George Hopkins
June 22, 2016
Page 2 of 2

Further, in the course of the lawsuit, we may, with notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. The ultimate fee amount awarded to counsel will be determined by the Court. Kessler Topaz agrees to request a reasonable fee at the appropriate time after consultation with ATRS.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and email or fax me an executed copy of the agreement, and return the original by mail.

Kessler Topaz is extremely grateful for the privilege of again representing ATRS's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP



BY: _____
Jonathan R. Davidson, Esquire
Partner

AGREED TO AND ACCEPTED

this 22 day of June, 2016

Arkansas Teacher Retirement System



Mr. George Hopkins, *Executive Director*

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement ("Agreement") sets forth the terms and conditions pursuant to which Labaton Sucharow LLP ("Labaton Sucharow") is retained by Arkansas Teacher Retirement System ("Client") solely to prosecute a securities class action to recover losses sustained by Client (and other class members) as a result of investments in Extreme Networks, Inc. ("Defendant"). Such claims may arise under the federal securities laws, other applicable statutes, and common law doctrines and may be asserted against Defendant and other responsible persons and entities (the "Claims").

I. SCOPE OF SERVICES/CASE HANDLING

A. Labaton Sucharow shall conduct such investigation of the Claims as it deems necessary and appropriate, including legal and factual research, retention of experts, preparation of all necessary pleadings, briefs, affirmations, and other documents, and seeking class certification with Client as lead or co-lead plaintiff or class representative and Labaton Sucharow as lead or co-lead counsel, or as liaison or additional counsel to a named plaintiff, class representative, or the class.

B. If Client is not appointed lead or co-lead plaintiff or as a class representative, this Agreement shall automatically terminate and neither party shall have any further obligation hereunder, unless the parties have entered into a further agreement pursuant to which Client retains Labaton Sucharow to prosecute a direct (opt out) action on its behalf or otherwise represent Client's interests.

C. If Client is appointed lead or co-lead plaintiff or class representative to prosecute the Claims (the "Litigation"): (1) Client will, as necessary, cooperate with Labaton Sucharow in the Litigation, review documents, provide access to documents and personnel, execute affidavits or declarations, and make personnel available to testify at deposition or trial (and the preparation therefor) and (2) Labaton Sucharow will vigorously prosecute the Litigation and consult with Client concerning all major substantive matters related to the Litigation.

D. Client shall give reasonable consideration to any settlement offer recommended by Labaton Sucharow.

II. CONTINGENT FEE/EXPENSE AGREEMENT

A. Labaton Sucharow shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings Client is advised to attend. Client is not liable to pay any of the fees or expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which Labaton Sucharow shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation for fees and expenses shall be in such amount as may be awarded by the Court but in no event shall Labaton Sucharow

seek fees in excess of the applicable percentage set forth in Attachment A to Labaton Sucharow's current Professional Services Contract with Client at the time that Labaton Sucharow files its motion for the award of attorneys' fees and expenses.

C. Labaton Sucharow may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If Labaton Sucharow associates with other law firms in such a manner, any fees paid to such other firms will be paid from the contingency fee or expenses as approved and awarded by the court. The terms of any such association shall be provided to Client for Client's review and approval.

III. INDEMNITY

Labaton Sucharow gives careful analysis to potential claims and has put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Client through its participation in the Litigation. However, Labaton Sucharow recognizes that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by Client's knowing and willful failure to provide accurate information, or intentional misconduct, Labaton Sucharow agrees to defend and indemnify Client in connection with any claims asserted against Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL TERMS

A. Client recognizes and agrees that Labaton Sucharow may represent other investors with Claims against Defendant. Labaton Sucharow will advise Client of any such representation.

B. In the event of a fee dispute, Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon Client's request, Labaton Sucharow will provide Client with the necessary information regarding arbitration.

Labaton Sucharow LLP

By: Eric J. Belfi
Name: Eric J. Belfi
Title: Partner
Date: 5-22-18

Arkansas Teacher Retirement System

By: George Hopkins
Name: George Hopkins
Title: Executive Director
Date: 5-22-18

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement ("Agreement") sets forth the terms and conditions pursuant to which Labaton Sucharow LLP ("Labaton Sucharow") is retained by Arkansas Teacher Retirement System ("Client") solely to prosecute a securities class action, *In re Facebook, Inc., IPO Securities & Derivative Litigation*, MDL No. 12-2389 (S.D.N.Y. 2012), to recover losses sustained by Client (and other class members) as a result of investments in Facebook, Inc. ("Defendant"). Such claims may arise under the federal securities laws, other applicable statutes, and common law doctrines and may be asserted against Defendant and other responsible persons and entities (the "Claims").

I. SCOPE OF SERVICES/CASE HANDLING

A. Labaton Sucharow shall conduct such investigation of the Claims as it deems necessary and appropriate, including legal and factual research, retention of experts, preparation of all necessary pleadings, briefs, affirmations, and other documents, and seeking class certification with Client as lead or co-lead plaintiff or class representative and Labaton Sucharow as lead or co-lead counsel, or as liaison or additional counsel to a named plaintiff, class representative, or the class.

B. If Client is not appointed lead or co-lead plaintiff or as a class representative, this Agreement shall automatically terminate and neither party shall have any further obligation hereunder, unless the parties have entered into a further agreement pursuant to which Client retains Labaton Sucharow to prosecute a direct (opt out) action on its behalf or otherwise represent Client's interests.

C. If Client is appointed lead or co-lead plaintiff or class representative to prosecute the Claims (the "Litigation"): (1) Client will, as necessary, cooperate with Labaton Sucharow in the Litigation, review documents, provide access to documents and personnel, execute affidavits or declarations, and make personnel available to testify at deposition or trial (and the preparation therefor) and (2) Labaton Sucharow will vigorously prosecute the Litigation and consult with Client concerning all major substantive matters related to the Litigation.

D. Client shall give reasonable consideration to any settlement offer recommended by Labaton Sucharow.

II. CONTINGENT FEE/EXPENSE AGREEMENT

A. Labaton Sucharow shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings Client is advised to attend. Client is not liable to pay any of the fees or expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which Labaton Sucharow shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation for fees and expenses shall be in such amount as may be awarded by the Court but in no event shall Labaton Sucharow

seek fees in excess of the applicable percentage set forth in Attachment A to Labaton Sucharow's current Professional Services Contract with Client at the time that Labaton Sucharow files its motion for the award of attorneys' fees and expenses.

C. Labaton Sucharow may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If Labaton Sucharow associates with other law firms in such a manner, any fees paid to such other firms will be paid from the contingency fee or expenses as approved and awarded by the court. The terms of any such association shall be provided to Client for Client's review and approval.

III. INDEMNITY

Labaton Sucharow gives careful analysis to potential claims and has put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Client through its participation in the Litigation. However, Labaton Sucharow recognizes that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by Client's knowing and willful failure to provide accurate information or intentional misconduct, Labaton Sucharow agrees to defend and indemnify Client in connection with any claims asserted against Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL TERMS

A. Client recognizes and agrees that Labaton Sucharow may represent other investors with Claims against Defendant. Labaton Sucharow will advise Client of any such representation.

B. In the event of a fee dispute, Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon Client's request, Labaton Sucharow will provide Client with the necessary information regarding arbitration.

Labaton Sucharow LLP

By: Eric J. Bell
Name: Eric Bell
Title: Partner
Date: 5/3/18

Arkansas Teacher Retirement System

By: George Hopkins
Name: George Hopkins
Title: Executive Director
Date: 5-3-18

ERIC J. BELFI
ebelfi@labaton.com
212-907-0878

GERALD H. SILK
jerry@blbglaw.com
212-554-1282

**ATTORNEY-CLIENT PRIVILEGED/
ATTORNEY WORK PRODUCT**

November 6, 2013

VIA EMAIL

George Hopkins, Esq.
Executive Director
Arkansas Teacher Retirement System
1400 West Third Street
Little Rock, AR 72201

Re: **Francesca's Holding Company Securities Litigation: Retainer Agreement**

Dear George:

We are pleased that the Arkansas Teacher Retirement System ("Arkansas Teacher") has retained Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") and Labaton Sucharow LLP ("Labaton Sucharow") (collectively, the "Firms") to represent it in the securities class action concerning Francesca's Holding Company. This letter sets forth the principle terms that will govern our retention in connection with prosecution of the action.

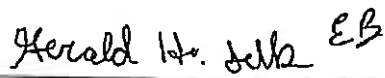
Bernstein Litowitz and Labaton Sucharow will file a motion to have Arkansas Teacher appointed as Lead Plaintiff and Bernstein Litowitz and Labaton Sucharow appointed as Co-Lead Counsel on behalf of the class in this action. The Firms will represent Arkansas Teacher in this action on a full contingency basis and will advance all expenses of the litigation. Bernstein Litowitz and Labaton Sucharow will seek fees and reimbursement of expenses with respect to this action solely out of whatever recovery is obtained (if any) after notice to the class and approval of the fee request by the Court. Arkansas Teacher agrees that the Firms will apply for a fee constituting a reasonable percentage of the recovery obtained through this litigation. Arkansas Teacher and the Firms agree that the fee will be negotiated at a later date, but will not exceed 25% of the net recovery obtained. The Firms will also reimburse Arkansas Teacher for any of its out-of-pocket expenses with respect to this action.

If the foregoing is agreeable to you, please sign a copy of this letter in the place indicated below and return it to us at your earliest convenience.

Labaton Sucharow

George Hopkins, Esq.
November 6, 2013
Page 2

Sincerely yours,




Gerald H. Silk



Eric J. Belfi

Accepted and Agreed:



George Hopkins
On Behalf of Arkansas Teacher Retirement System

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement governs the retention of Labaton Sucharow LLP (the "Attorneys") by Arkansas Teacher Retirement System (the "Client") authorizing the Attorneys to prosecute claims under the federal securities laws against General Electric Company (the "Company").

WHEREAS the Client has authorized the Attorneys to prosecute claims relating to the securities of the Company (the "Litigation");

WHEREAS the Litigation entails numerous complex factual and legal issues and entails considerable risk;

WHEREAS the Litigation requires the expenditure of substantial resources by the Attorneys retained to prosecute the Litigation;

WHEREAS the Client seeks to maximize a recovery while limiting the expenditure of its own resources;

NOW, THEREFORE, the Client and the Attorneys **AGREE AS FOLLOWS**:

I. SCOPE OF SERVICES/CASE HANDLING

A. The Attorneys are retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. The Client provides authorization to seek appointment as a lead representative plaintiff or a class representative in the class action. The Client understands that the Attorneys will seek to be appointed Lead Class Counsel and agrees to the same.

B. The Attorneys are authorized to prosecute the Litigation. If appointed Lead Plaintiff, the Client will monitor, review, and participate with counsel in the prosecution of the Litigation. The Attorneys shall consult with the Client concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions, and settlement.

C. The Attorneys shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the Litigation.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by the Client related to depositions or any other legal proceedings it is advised by counsel to attend. The Client is not liable to pay any of the expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which the Attorneys shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation shall be in the amount awarded by the Court but, in no event, will the Attorneys seek compensation in excess of 25% of the total recovery plus reasonable disbursements in the Litigation. "Expenses" shall include but not be limited to, expenses related to the retention of additional temporary support counsel, as needed, costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

C. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

D. The Attorneys may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If the Attorneys associate with other law firms in such a manner, any fees paid to such other firms will not be charged as Expenses, but rather shall be paid from the contingency fee awarded by the court.

III. INDEMNITY

The Attorneys give careful analysis to potential claims and have put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for the Client through its participation in the Litigation. However, the Attorneys recognize that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by the Client's failure to provide accurate information, negligence, or misconduct, the Attorneys agree to defend and indemnify the Client in connection with any claims asserted against the Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL REQUIREMENTS

A. The Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claims, and to cooperate in providing discovery information, including a deposition if it is appointed lead plaintiff and if necessary.

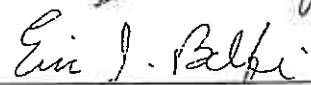
B. The Client recognizes that the Attorneys may represent other investors of the Company in the Litigation. If the Attorneys do so, they will discuss any such representation with the Client.

C. In the event of a fee dispute, the Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon the Client's request, the Attorneys will provide the Client with the necessary information regarding arbitration.

Dated: 12/20/17

Dated: 12/20/17


Arkansas Teacher Retirement System


Labaton Sucharow LLP

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement ("Agreement") sets forth the terms and conditions pursuant to which Labaton Sucharow LLP ("Labaton Sucharow") is retained by Arkansas Teacher Retirement System ("Client") solely to prosecute a securities class action to recover losses sustained by Client (and other class members) as a result of investments in Goldman Sachs & Co. ("Defendant"). Such claims may arise under the federal securities laws, other applicable statutes, and common law doctrines and may be asserted against Defendant and other responsible persons and entities (the "Claims").

I. SCOPE OF SERVICES/CASE HANDLING

A. Labaton Sucharow shall conduct such investigation of the Claims as it deems necessary and appropriate, including legal and factual research, retention of experts, preparation of all necessary pleadings, briefs, affirmations, and other documents, and seeking class certification with Client as lead or co-lead plaintiff or class representative and Labaton Sucharow as lead or co-lead counsel, or as liaison or additional counsel to a named plaintiff, class representative, or the class.

B. If Client is not appointed lead or co-lead plaintiff or as a class representative, this Agreement shall automatically terminate and neither party shall have any further obligation hereunder, unless the parties have entered into a further agreement pursuant to which Client retains Labaton Sucharow to prosecute a direct (opt out) action on its behalf or otherwise represent Client's interests.

C. If Client is appointed lead or co-lead plaintiff or class representative to prosecute the Claims (the "Litigation"): (1) Client will, as necessary, cooperate with Labaton Sucharow in the Litigation, review documents, provide access to documents and personnel, execute affidavits or declarations, and make personnel available to testify at deposition or trial (and the preparation therefor) and (2) Labaton Sucharow will vigorously prosecute the Litigation and consult with Client concerning all major substantive matters related to the Litigation.

D. Client shall give reasonable consideration to any settlement offer recommended by Labaton Sucharow.

II. CONTINGENT FEE/EXPENSE AGREEMENT

A. Labaton Sucharow shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings Client is advised to attend. Client is not liable to pay any of the fees or expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which Labaton Sucharow shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation for fees and expenses shall be in such amount as may be awarded by the Court but in no event shall Labaton Sucharow

seek fees in excess of the applicable percentage set forth in Attachment A to Labaton Sucharow's current Professional Services Contract with Client at the time that Labaton Sucharow files its motion for the award of attorneys' fees and expenses.

C. Labaton Sucharow may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If Labaton Sucharow associates with other law firms in such a manner, any fees paid to such other firms will be paid from the contingency fee or expenses as approved and awarded by the court. The terms of any such association shall be provided to Client for Client's review and approval.

III. INDEMNITY

Labaton Sucharow gives careful analysis to potential claims and has put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Client through its participation in the Litigation. However, Labaton Sucharow recognizes that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by Client's knowing and willful failure to provide accurate information, or intentional misconduct, Labaton Sucharow agrees to defend and indemnify Client in connection with any claims asserted against Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL TERMS

A. Client recognizes and agrees that Labaton Sucharow may represent other investors with Claims against Defendant. Labaton Sucharow will advise Client of any such representation.

B. In the event of a fee dispute, Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon Client's request, Labaton Sucharow will provide Client with the necessary information regarding arbitration.

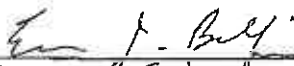
Labaton Sucharow LLP

By:

Name:

Title:

Date:


Eric J. Bell
Partner

5-22-18


Arkansas Teacher Retirement System

By:

Name:

Title:

Date:


George Hopkins
Executive Director

5-22-18

Writer's Direct Dial: 610-822-2208
E-Mail: shandler@ktmc.com
Please reply to the Radnor Office

May 7, 2014

VIA ELECTRONIC MAIL

Mr. George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artrs.gov

Re: Lions Gate Entertainment Corp. – Canadian Derivative Action

Dear George:

We are very pleased that Arkansas Teacher Retirement System ("ATRS") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel in connection with pursuing derivative claims on behalf of Lions Gate Entertainment Corp. ("Lions Gate") against certain of Lions Gate's directors under the British Columbia Business Corporations Act relating to the settlement announced on March 13, 2014 between Lions Gate and the U.S. Securities and Exchange Commission ("SEC") and the imposition of a \$7.5 million penalty by the SEC for violations of the U.S. federal securities laws.

Kessler Topaz agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz (or counsel its affiliates with under this agreement) will petition the Court to be reimbursed for these costs prior to any distribution of fees to counsel or recovery to the class. However, in no event will ATRS be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide ATRS with copies of any demand letters, significant pleadings and briefs in the case for your review and approval before they are sent or filed with the Court. Kessler Topaz will also provide ATRS with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise ATRS by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with ATRS and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

Mr. George Hopkins
May 7, 2014
Page 2 of 2

Further, in the course of the lawsuit, we may, without notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms.¹ You agree that we may divide fees with other attorneys for serving as counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. The ultimate fee amount awarded to counsel will be determined by the Court. If success is achieved in the Lions Gate claims, then Kessler Topaz and any counsel it affiliates with will be entitled to request from the Court an order requiring Lions Gate to pay to the firms up to 30% (thirty percent) of all monies recovered by Lions Gate, or on behalf of Lions Gate and/or its shareholders, plus applicable taxes.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and fax me an executed copy of the agreement, and return the original by mail.

Kessler Topaz is extremely grateful for the privilege of again representing ATRS's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP

BY: 
Sean M. Handler, Esquire
Partner

AGREED TO AND ACCEPTED

this ____ day of May, 2014

Arkansas Teacher Retirement System

Mr. George Hopkins, *Executive Director*

¹ Given that the claims will be prosecuted in British Columbia, Kessler Topaz will affiliate with attorneys called to the relevant Canadian bars.

Writer's Direct Dial: 610-822-2208
E-Mail: shandler@ktmc.com
Please reply to the Radnor Office

May 7, 2014

VIA ELECTRONIC MAIL

Mr. George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artrs.gov

Re: *Rossy v. Merge Healthcare Incorporated et al.*, No. 14-cv-00318 (N.D. Ill.)

Dear George:

We are very pleased that Arkansas Teacher Retirement System ("ATRS") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel and lead counsel for the class in connection with pending litigation against Merge Healthcare Inc. and certain of its officers for violations of the federal securities laws.

Kessler Topaz agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz will petition the Court to be reimbursed for these costs prior to any distribution of reasonable fees to class counsel or recovery to the class. In no event will ATRS be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide ATRS with copies of all significant pleadings and briefs in the case for your review and approval before they are filed with the Court. Kessler Topaz will also provide ATRS with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise ATRS by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with ATRS and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

Mr. George Hopkins
May 7, 2014
Page 2 of 2

Further, in the course of the lawsuit, we may, without notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. The ultimate fee amount awarded to counsel will be determined by the Court. Kessler Topaz agrees to request a reasonable fee at the appropriate time after consultation with ATRS.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and fax me an executed copy of the agreement, and return the original by mail.

Kessler Topaz is extremely grateful for the privilege of again representing ATRS's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP

BY: 
Sean M. Handler, Esquire
Partner

AGREED TO AND ACCEPTED

this ____ day of May, 2014

Arkansas Teacher Retirement System

Mr. George Hopkins, *Executive Director*

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement ("Agreement") sets forth the terms and conditions pursuant to which Labaton Sucharow LLP ("Labaton Sucharow") is retained by Arkansas Teacher Retirement System ("Client") solely to prosecute a securities class action to recover losses sustained by Client (and other class members) as a result of investments in Nimble Storage, Inc. ("Defendant"). Such claims may arise under the federal securities laws, other applicable statutes, and common law doctrines and may be asserted against Defendant and other responsible persons and entities (the "Claims").

I. SCOPE OF SERVICES/CASE HANDLING

A. Labaton Sucharow shall conduct such investigation of the Claims as it deems necessary and appropriate, including legal and factual research, retention of experts, preparation of all necessary pleadings, briefs, affirmations, and other documents, and seeking class certification with Client as lead or co-lead plaintiff or class representative and Labaton Sucharow as lead or co-lead counsel, or as liaison or additional counsel to a named plaintiff, class representative, or the class.

B. If Client is not appointed lead or co-lead plaintiff or as a class representative, this Agreement shall automatically terminate and neither party shall have any further obligation hereunder, unless the parties have entered into a further agreement pursuant to which Client retains Labaton Sucharow to prosecute a direct (opt out) action on its behalf or otherwise represent Client's interests.

C. If Client is appointed lead or co-lead plaintiff or class representative to prosecute the Claims (the "Litigation"): (1) Client will, as necessary, cooperate with Labaton Sucharow in the Litigation, review documents, provide access to documents and personnel, execute affidavits or declarations, and make personnel available to testify at deposition or trial (and the preparation therefor) and (2) Labaton Sucharow will vigorously prosecute the Litigation and consult with Client concerning all major substantive matters related to the Litigation.

D. Client shall give reasonable consideration to any settlement offer recommended by Labaton Sucharow.

II. CONTINGENT FEE/EXPENSE AGREEMENT

A. Labaton Sucharow shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings Client is advised to attend. Client is not liable to pay any of the fees or expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which Labaton Sucharow shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation for fees and expenses shall be in such amount as may be awarded by the Court but in no event shall Labaton Sucharow

seek fees in excess of the applicable percentage set forth in Attachment A to Labaton Sucharow's current Professional Services Contract with Client at the time that Labaton Sucharow files its motion for the award of attorneys' fees and expenses.

C. Labaton Sucharow may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If Labaton Sucharow associates with other law firms in such a manner, any fees paid to such other firms will be paid from the contingency fee or expenses as approved and awarded by the court. The terms of any such association shall be provided to Client for Client's review and approval.

III. INDEMNITY

Labaton Sucharow gives careful analysis to potential claims and has put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Client through its participation in the Litigation. However, Labaton Sucharow recognizes that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by Client's knowing and willful failure to provide accurate information, or intentional misconduct, Labaton Sucharow agrees to defend and indemnify Client in connection with any claims asserted against Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL TERMS

A. Client recognizes and agrees that Labaton Sucharow may represent other investors with Claims against Defendant. Labaton Sucharow will advise Client of any such representation.

B. In the event of a fee dispute, Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon Client's request, Labaton Sucharow will provide Client with the necessary information regarding arbitration.

Labaton Sucharow LLP

By: Eric J. Belli
Name: Eric J. Belli
Title: Partner
Date: 5-22-18

Arkansas Teacher Retirement System

By: George Hopkins
Name: George Hopkins
Title: Executive Director
Date: 5-22-18



Writer's Direct Dial: 484-270-1419
E-Mail: jrdavidson@ktmc.com
Please reply to the Radnor Office

January 23, 2018

VIA ELECTRONIC MAIL

Mr. Rod Graves, Deputy Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
rodg@artrs.gov

Re: OSI Systems, Inc. Securities Litigation

Dear Rod:

We are very pleased that Arkansas Teacher Retirement System ("ATRS") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel and lead counsel for the class in connection with pending litigation against OSI Systems, Inc. and certain of its officers for violations of the federal securities laws. ATRS and Kessler Topaz agree that any conflict between this engagement letter and the underlying contract between the parties shall be resolved in favor of the contract.

Kessler Topaz agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz will petition the Court to be reimbursed for these costs prior to any distribution of reasonable fees to class counsel or recovery to the class. In no event will ATRS be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide ATRS with copies of all significant pleadings and briefs in the case for your review and approval before they are filed with the Court. Kessler Topaz will also provide ATRS with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise ATRS by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with ATRS and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

Mr. Rod Graves
January 23, 2018
Page 2 of 2

Further, in the course of the lawsuit, we may, with notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. We acknowledge that engagement of other counsel by Kessler Topaz does not obligate ATRS to remit payment to other counsel. The ultimate fee amount awarded to counsel will be determined by the Court. Kessler Topaz agrees to request a reasonable fee at the appropriate time after consultation with ATRS.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and email or fax me an executed copy of the agreement, and return the original by mail.

Kessler Topaz is extremely grateful for the privilege of again representing ATRS's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP



BY: _____
Jonathan R. Davidson
Partner

AGREED TO AND ACCEPTED

this 23 day of January, 2018

Arkansas Teacher Retirement System



Mr. Rod Graves, *Deputy Director*

Labaton
Sucharow



Eric J. Belfi
Writer's Direct Dial: 212-907-0878
E-Mail: ebelfi@labaton.com

Jonathan R. Davidson
Writer's Direct Dial: 484-270-1419
E-Mail: jrdavidson@ktmc.com

September 21, 2016

VIA ELECTRONIC MAIL

Mr. George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West 3rd Street
Little Rock, AR 72201
georgeh@artrs.gov

Re: **Orbital ATK, Inc. Securities Litigation**

Dear George:

We are pleased that the Arkansas Teacher Retirement System ("ATRS") has asked Labaton Sucharow LLP and Kessler Topaz Meltzer & Check, LLP (collectively, the "Firms") to serve as its legal counsel and lead counsel for the class in connection with the pending litigation against Orbital ATK, Inc. and certain of its officers and directors for violations of the federal securities laws. We would like to confirm our arrangement for fees and expenses with respect to this matter, and to briefly discuss ATRS's responsibilities if appointed lead or co-lead plaintiff. ATRS and the Firms agree that any conflict between this engagement letter and the underlying contracts between the parties shall be resolved in favor of the contract.

We have advised you that although our investigation is ongoing, we believe the action to be meritorious. You understand that in seeking to be a representative plaintiff, ATRS is undertaking certain fiduciary duties and responsibilities, which require it to adequately and fairly represent the class by becoming generally familiar with this litigation so that you can monitor, review and participate with counsel in the prosecution of the action. You may and should confer with us at any time you feel it is appropriate to do so. ATRS's fiduciary duty also requires it to act in the best interests of the class at all times and not put its own interests ahead of the interests of the class. You must also preserve any documents you have related to the case.

Our Firms prosecute class actions and are seeking to undertake this litigation on a contingent fee basis. This means we will not seek payment of any fees unless the lawsuit generates a recovery or benefit for the class. The payment of our fees in these suits is subject to court approval, and we generally seek to have our fees calculated as a percentage of the full amount of the funds recovered, *i.e.*, as a percentage of the amount recovered before the deduction of our fees and expenses. The Firms agrees to request a reasonable fee at the appropriate time after consultation with ATRS, but, in no event, will the Firms seek

compensation in excess of 25% of the total recovery plus reasonable disbursements in the litigation. "Disbursements" shall include but not be limited to, expenses related to the retention of additional temporary support counsel, as needed, costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

The Firms may also advance any costs to ATRS relating directly to the litigation, if any arise. ATRS shall have no obligation to pay any fees or expenses related to the action. Again, under any scenario, our fees must be approved by the court. If there is no recovery or benefit for the class, our Firms will not be paid. In no case shall ATRS owe the Firms any fees or expense reimbursement.

ATRS agrees that the Firms may divide fees with other attorneys for serving as local counsel, as referral fees, or for other services performed in connection with the litigation. The Firms understand that ATRS will not engage or have a contractual relationship with any attorneys or law firms other than the Firms. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of an action. The division of fees with other counsel is solely the responsibility of the Firms and will not increase the fees received by the Firms upon a successful resolution of the litigation.

The Firms will keep ATRS timely apprised of significant developments and decisions in the case. The Firms will provide periodic written reports on a regular basis and will notify ATRS in advance regarding court appearances, depositions, or other significant proceedings. The Firms will consult with ATRS to discuss legal issues and strategies and will seek prior approval regarding significant decisions, including decisions concerning settlement or fee proposals. The Firms agree to provide ATRS with copies of all pleadings pertaining to this matter and will provide significant pleadings to ATRS in advance of submission to the court. The Firms agree to meet with ATRS, or its representatives, to discuss these matters, as required.

ATRS hereby provides the Firms with authority to execute documents and agreements relating directly to the litigation on its behalf, and to collect and hold on its behalf monies paid to it by way of settlement. Notwithstanding, it is the parties' understanding that ATRS will retain at all times complete control over the course and conduct of this matter, including but not limited to whether or who to sue, what cause(s) of action to be asserted, and settlement and termination of this matter or a related lawsuit. Additionally, ATRS will retain veto power over any decisions made by the Firms, and a member of the ATRS staff will be personally involved in all stages of actions taken relative to this matter. This does not prohibit attorneys from the Firms from exercising their professional judgment in handling and/or prosecuting this matter.

ATRS also agrees to cooperate fully with the Firms in their handling of the claims. ATRS will make its representatives available for consultation and legal proceedings, promptly supply information and documents requested in a truthful and complete fashion, refrain from negotiating and settling the matter without the participation of the Firms, and notify the Firms of any change of address.

George Hopkins
September 21, 2016
Page 3 of 3

It is hereby expressly recognized that ATRS may at some future time choose to move to be lead plaintiff in an unrelated shareholder case and choose any firm other than the Firms as counsel. In such a case, ATRS agrees that it is not a conflict if the Firms are retained by another investor also seeking to be lead plaintiff and hereby waives any possible conflict.

If you have any questions about this agreement, please call us. After you have read and fully understand the agreement, please execute it and return it to us, keeping the copy for your records.

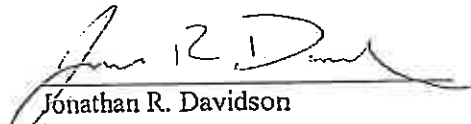
We are grateful for the privilege of representing ATRS in this matter.

Very Truly Yours,

LABATON SUCHAROW LLP

KESSLER TOPAZ
MELTZER & CHECK, LLP


Eric J. Belfi
Partner


Jonathan R. Davidson
Partner

AGREED TO AND ACCEPTED

this 29th day of September, 2016

Arkansas Teacher Retirement System


Mr. George Hopkins, *Executive Director*

LIAISON COUNSEL AGREEMENT FOR NON-U.S. MATTER

Re: Claims Against Spotless Group Holdings Limited (Australia)

Dear Sir or Madam:

This letter (the "Agreement") states our mutual understanding with respect to our representation of Arkansas Teacher Retirement System (referenced as "you" or "your") in connection with proposed claims (the "Claims" or "Litigation") against Spotless Group Holdings Limited ("Spotless") in Australia. The Claims are based on your purchases of Spotless securities during the period of August 25, 2015 through December 1, 2015 (the "Relevant Period"), or if deemed appropriate by local counsel, a longer or shorter period. Please indicate your agreement to these terms by signing below in the space provided.

1. Nature of Services. You hereby engage Labaton Sucharow LLP ("Labaton Sucharow," "us," or "we") to serve as Liaison Counsel, on a strictly contingent fee and expense basis, in connection with the Claims. The Claims will be prosecuted in Australia by ACA Lawyers ("ACA") and litigation funding shall be provided by ICP Capital Pty Ltd ("ICP"). We will serve as your attorney-in-fact to: (1) file and sign on your behalf claim forms in the Litigation; (2) select and associate with service providers on your behalf in relation to the Litigation (including group organizers, litigation funders, and local law firms); and (3) do whatsoever might be necessary and proper to conduct the above-mentioned tasks in your best interests.

In accordance with these powers, we will participate in the Litigation on your behalf and in your name. We will coordinate and work with ACA and ICP on your behalf, advocating on your behalf and facilitating all matters of the Litigation with ACA and ICP. In connection with the Claims, Labaton Sucharow will assist in the collection and management of all your documents relating to the Claims, analyze relevant trading documents, and provide you with an unbiased analysis of your exposure in the matter. Specifically, Labaton Sucharow will undertake the following:

- a) Merits/Facts of the Case: We will fully research and examine the facts of the case and, in consultation with ACA and ICP, and other Australian counsel, will advise you regarding the strength of the Claims.
- b) Trading Analysis: Our in-house data analysis team will perform an initial assessment of your exposure to Spotless securities by evaluating your transactions during the Relevant Period using loss calculation methods recognized by U.S. courts. If it appears that you have significant exposure to Spotless securities, we will prepare an anonymized version of your transactional data for evaluation by Australian counsel, including ACA, using loss methods and recovery theories utilized by courts in Australia. Once we receive loss calculations from Australian counsel, we will report

your potential exposure, including your exposure relative to the size of the matter and your investor peers.

- c) Possible Recovery: We will assess the potential damages of the case in general, as well as the defendant's finances and ability to pay, and advise accordingly.
 - d) Law Firms, Shareholder Organizations, Funders: We will vet all entities involved in the Litigation and other related litigation to ensure that they are reputable, reliable, and experienced. We will analyze their track records, number and types of clients, and competency in the field, and make recommendations if we believe that one is clearly the better choice for you.
 - e) Local Jurisdiction and Legal Environment: We will research and evaluate both the history of securities fraud litigation in the specific jurisdiction as well as relevant precedent, and advise as to how these factors may affect the outcome of the current action. In the course of this evaluation, we will speak with local jurisdictional and legal experts to provide us with more in-depth insight into the local environment. This nuanced view of the local law and legal culture will enable us to evaluate the likelihood of recovery for you under the local laws and jurisprudence.
 - f) Downside Protections: We will analyze and advise on any downside costs, and will advocate on your behalf for any protections to be included in participation agreements, such as funding and indemnification agreements.
 - g) Administrative and Procedural Issues: We will issue timely update memoranda on the Litigation and keep you abreast of all significant case developments and facilitate the preparation of any necessary submissions of data, documents, and any other records connected with the Litigation. In addition, we will advise you regarding deadlines in the Litigation, the likely duration of the proceedings, and any statute of limitations issues.
- 2. Scope of Authority. We will not, without explicit authorization from you, settle your Claims.
 - 3. Attorney-Client Relationship. This letter Agreement establishes an attorney-client relationship between you and Labaton Sucharow as your legal representative.
 - 4. Confidentiality. We shall treat all communications with and information provided by you as confidential. Without your prior consent in each instance, we shall not disclose our representation of you hereunder, except (1) to ACA and ICP, and other responsible parties in connection with the Claims contemplated hereby, (2) to other counsel with whom you instruct us to work, and (3) until such time as litigation is commenced on your behalf.

Labaton Sucharow

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

5. Other Clients. Labaton Sucharow represents, and is seeking engagement by, other institutional investors with similar claims against Spotless. We may associate with other firms in serving as liaison counsel with regard to the Claims. Your Claims may be jointly litigated with the Claims of other such clients or other clients represented by ACA and ICP. While we do not believe this gives rise to any conflicts of interest, you waive any conflict of interest that may arise out of Labaton Sucharow's representation of multiple parties with claims against Spotless. The engagement of others by Labaton Sucharow does not obligate you to remit any payments to others.
6. Fees and Expenses. You will have no obligation to pay us any fees or other monies in connection with this Agreement.
7. Termination. You may terminate this engagement at any time, in your sole discretion.
- a) If you terminate this engagement after the commencement of the Litigation on your behalf, your obligation thereafter shall be limited to payment of your proportionate share of expenses incurred to date, and, only upon a recovery of money or securities on account of your Claims, a fee reflecting the services performed by us hereunder, to be calculated at our hourly rates at the time of such termination. *Both expenses and fee to be solely paid from any recovery of money or securities. 5/8/17*
- b) Labaton Sucharow may terminate its representation of you upon grounds that constitute a basis for mandatory or permissive withdrawal under any law or rule regulating our conduct as attorneys.

We appreciate the opportunity to represent Arkansas Teacher Retirement System in this matter, and look forward to the prospect of a prompt and favorable resolution.

Sincerely yours,

Labaton Sucharow LLP

By: Eric J. Belf
Name: Eric J. Belf

Date: 5/8/17
Position: Partner

AGREED TO:

Arkansas Teacher Retirement System

By: George Hopkins
Name: George Hopkins

Date: 5/8/17
Position: Executive Director

Labaton
Sucharow



Eric J. Belfi
Writer's Direct Dial: 212-907-0878
E-Mail: ebelfi@labaton.com

Darren J. Check
Writer's Direct Dial: 610-822-2235
E-Mail: Dcheck@ktmc.com

August 18, 2016

VIA EMAIL

George Hopkins, Executive Director
Arkansas Teacher Retirement System
1400 West Third Street
Little Rock, AR 72201

Re: Tesla Motors, Inc. Shareholder Litigation

Dear Mr. Hopkins:

We are pleased that the Arkansas Teacher Retirement System ("ATRS") has asked Labaton Sucharow LLP and Kessler Topaz Meltzer & Check, LLP (collectively, the "Firms") to represent ATRS in shareholder derivative and class action litigation relating to the proposed acquisition of SolarCity Corporation by Tesla Motors, Inc. ("Tesla"). We would like to confirm our arrangement for fees and expenses with respect to this matter, and to briefly discuss ATRS's responsibilities if appointed lead or co-lead plaintiff.

We have advised you that although our investigation is ongoing, we believe the action to be meritorious. You understand that in seeking to be a representative plaintiff, ATRS is undertaking certain fiduciary duties and responsibilities, which require it to adequately and fairly represent the class by becoming generally familiar with this litigation so that you can monitor, review and participate with counsel in the prosecution of the action. You may and should confer with us at any time you feel it is appropriate to do so. ATRS's fiduciary duty also requires it to act in the best interests of the class at all times and not put its own interests ahead of the interests of the class. If you obtain access to non-public information during the pendency of the litigation, ATRS must not engage in transactions in Tesla stock based on such non-public information. You must also preserve any documents you have related to the case.

In order to assure standing to pursue these claims, ATRS must also continue to hold Tesla shares during the pendency of the litigation.

George Hopkins, Executive Director
Arkansas Teacher Retirement System
August 18, 2016
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Our Firms prosecute class actions and are seeking to undertake this litigation on a contingent fee basis. This means we will not seek payment of any fees unless the lawsuit generates a recovery or benefit for the class. The payment of our fees in these suits is subject to court approval, and we generally seek to have our fees calculated as a percentage of the full amount of the funds recovered, *i.e.*, as a percentage of the amount recovered before the deduction of our fees and expenses. In no event will we request over 25% of the amount recovered plus reasonable disbursements. The Firms may also advance costs to ATRS relating directly to the litigation, such as for travel. ATRS shall have no obligation to pay any fees or expenses related to the action. If non-monetary benefits are achieved, we will base our fee requests on prior court awards where similar benefits were achieved. Under any scenario, our fees must be approved by the court. If there is no recovery or benefit for the class, our Firms will not be paid. In no case shall ATRS owe the Firms any fees or expense reimbursement.

ATRS agrees that the Firms may divide fees with other attorneys for serving as local counsel, as referral fees, or for other services performed in connection with the litigation. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of an action. The division of fees with other counsel is solely the responsibility of the Firms and will not increase the fees received by the Firms upon a successful resolution of the litigation.

The Firms will keep ATRS timely apprised of significant developments and decisions in the case. The Firms will provide periodic written reports on a regular basis and will notify ATRS in advance regarding court appearances, depositions, or other significant proceedings. The Firms will consult with ATRS to discuss legal issues and strategies and will seek prior approval regarding significant decisions, including decisions concerning settlement or fee proposals. The Firms agree to provide ATRS with copies of all pleadings pertaining to this matter and will provide significant pleadings to ATRS in advance of submission to the court. The Firms agree to meet with ATRS, or its representatives, to discuss these matters, as required.

ATRS hereby provides the Firms with authority to execute documents and agreements relating directly to the litigation on its behalf, and to collect and hold on its behalf monies paid to it by way of settlement. Notwithstanding, it is the parties' understanding that ATRS will retain at all times complete control over the course and conduct of this matter, including but not limited to whether or who to sue, what cause(s) of action to be asserted, and settlement and termination of this matter or a related lawsuit. Additionally, ATRS will retain veto power over any decisions made by the Firms, and a member of the ATRS's staff will be personally involved in all stages of actions taken relative to this matter. This does not prohibit attorneys from the Firms from exercising their professional judgment in handling and/or prosecuting this matter.

George Hopkins, Executive Director
Arkansas Teacher Retirement System
August 18, 2016
Page 3

ATRS also agrees to cooperate fully with the Firms in their handling of the claims. ATRS will make its representatives available for consultation and legal proceedings, promptly supply information and documents requested in a truthful and complete fashion, refrain from negotiating and settling the matter without the participation of the Firms, and notify the Firms of any change of address. As noted above, ATRS also agrees to hold shares of Tesla common stock throughout the litigation and promptly to apprise counsel of any trades it may make in Tesla stock.

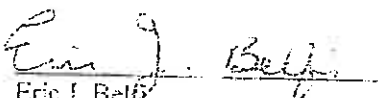
It is hereby expressly recognized that ATRS may at some future time choose to move to be lead plaintiff in an unrelated shareholder case and choose any firm other than the Firms as counsel. In such a case, ATRS agrees that it is not a conflict if the Firms are retained by another investor also seeking to be lead plaintiff and hereby waives any possible conflict.

If you have any questions about this agreement, please call us. After you have read and fully understand the agreement, please execute it and return it to us, keeping the copy for your records.

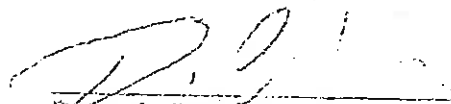
We are grateful for the privilege of representing ATRS in this matter.

Very truly yours,

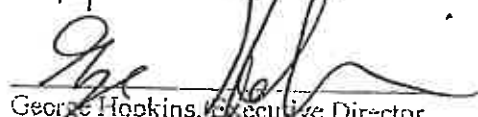
LABATON SUCHIAROW LLP


Eric J. Belk
Partner

KESSLER TOPAZ
MELTZER & CHECK, LLP


Darren J. Check
Partner

AGREED TO AND ACCEPTED
this 19 day of August, 2016


George Hopkins, Executive Director
Arkansas Teacher Retirement System

RETENTION AGREEMENT FOR SECURITIES CLASS ACTION LITIGATION

This Retention Agreement ("Agreement") sets forth the terms and conditions pursuant to which Labaton Sucharow LLP ("Labaton Sucharow") is retained by Arkansas Teacher Retirement System ("Client") solely to prosecute a securities class action to recover losses sustained by Client (and other class members) as a result of investments in Virtus Investment Partners, Inc. ("Defendant"). Such claims may arise under the federal securities laws, other applicable statutes, and common law doctrines and may be asserted against Defendant and other responsible persons and entities (the "Claims").

I. SCOPE OF SERVICES/CASE HANDLING

A. Labaton Sucharow shall conduct such investigation of the Claims as it deems necessary and appropriate, including legal and factual research, retention of experts, preparation of all necessary pleadings, briefs, affirmations, and other documents, and seeking class certification with Client as lead or co-lead plaintiff or class representative and Labaton Sucharow as lead or co-lead counsel, or as liaison or additional counsel to a named plaintiff, class representative, or the class.

B. If Client is not appointed lead or co-lead plaintiff or as a class representative, this Agreement shall automatically terminate and neither party shall have any further obligation hereunder, unless the parties have entered into a further agreement pursuant to which Client retains Labaton Sucharow to prosecute a direct (opt out) action on its behalf or otherwise represent Client's interests.

C. If Client is appointed lead or co-lead plaintiff or class representative to prosecute the Claims (the "Litigation"): (1) Client will, as necessary, cooperate with Labaton Sucharow in the Litigation, review documents, provide access to documents and personnel, execute affidavits or declarations, and make personnel available to testify at deposition or trial (and the preparation therefor) and (2) Labaton Sucharow will vigorously prosecute the Litigation and consult with Client concerning all major substantive matters related to the Litigation.

D. Client shall give reasonable consideration to any settlement offer recommended by Labaton Sucharow.

II. CONTINGENT FEE/EXPENSE AGREEMENT

A. Labaton Sucharow shall advance all expenses in the Litigation including, but not limited to, any expenses incurred by Client related to depositions or any other legal proceedings Client is advised to attend. Client is not liable to pay any of the fees or expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained.

B. The sole contingency upon which Labaton Sucharow shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation for fees and expenses shall be in such amount as may be awarded by the Court but in no event shall Labaton Sucharow

seek fees in excess of the applicable percentage set forth in Attachment A to Labaton Sucharow's current Professional Services Contract with Client at the time that Labaton Sucharow files its motion for the award of attorneys' fees and expenses.

C. Labaton Sucharow may associate with other law firms as co-counsel or in other litigation capacities in connection with prosecuting the Litigation. If Labaton Sucharow associates with other law firms in such a manner, any fees paid to such other firms will be paid from the contingency fee or expenses as approved and awarded by the court. The terms of any such association shall be provided to Client for Client's review and approval.

III. INDEMNITY

Labaton Sucharow gives careful analysis to potential claims and has put in place a series of processes and procedures to minimize to the greatest extent possible any exposure for Client through its participation in the Litigation. However, Labaton Sucharow recognizes that it is impossible to anticipate all contingencies at the outset of the Litigation, and for that reason, unless caused by Client's knowing and willful failure to provide accurate information, or intentional misconduct, Labaton Sucharow agrees to defend and indemnify Client in connection with any claims asserted against Client due to its participation in the Litigation including, but not limited to, claims or sanctions involving attorneys' fees or costs.

IV. GENERAL TERMS

A. Client recognizes and agrees that Labaton Sucharow may represent other investors with Claims against Defendant. Labaton Sucharow will advise Client of any such representation.

B. In the event of a fee dispute, Client may have the right to seek arbitration in accordance with the New York Fee Dispute Resolution Program. Upon Client's request, Labaton Sucharow will provide Client with the necessary information regarding arbitration.

Labaton Sucharow LLP

By: Eric J. Belfi
Name: Eric J. Belfi
Title: Partner

Date: 5/3/18

Arkansas Teacher Retirement System

By: George Hopkins
Name: George Hopkins
Title: Executive Director

Date: 5-3-18