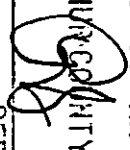


2017 OCT 16 AM 9:34
UPSHUR COUNTY, TX.
BY 
DEPUTY

RETENTION AGREEMENT

WHEREAS, Upshur County has determined that claims should be made against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan, PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., McKesson Corporation, AmerisourceBergen Corporation, and any other entities which have engaged in violations of the Texas Controlled Substances Act and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, Upshur County has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and other who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and

WHEREAS, Upshur County has further determined that it is in the best interests of the County and its citizens that the County retain attorneys with signification litigation experience; and

WHEREAS, Simon Greenstone Panatier Bartlett, P.C., Martin Walker, P.C., and Tefteller Law, P.L.L.C. are experienced at such litigation and consented to represent Upshur County in association with the Attorney General, respecting the claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. Upshur County hereby retains Simon Greenstone Panatier Bartlett, P.C., Martin Walker, P.C., and Tefteller Law, P.L.L.C and their lawyers ("Law Firms"), who are hereby designated to investigate, research, and prepare claims or complaint(s) for Upshur County to file in any appropriate Court or before any appropriate governmental agency.
2. Upshur County does not relinquish authority or responsibility through this Retention Agreement. Upshur County has the sole authority to settle this litigation on behalf of the County and its citizens, and the Law Firms shall inform the County Judge of all settlement offers. The Law Firms shall consult with Upshur County and obtain approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. Upshur County shall cooperate with the Law Firms and use best efforts to secure the cooperation of other State and County agencies. Upshur County is not required, however, to assign any member of staff to pursue the claims, but may from time to time afford staff and

other support services as deemed appropriate. Upshur County shall designate one or more members of staff to monitor these claims, who will be available directly to the parties in this matter as needed, and the Law Firms shall keep Upshur County and the designated staff member(s) fully informed on all matters pertaining to the claims.

3. Upshur County and the Law Firms both recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.
4. Upshur County shall maintain responsibility for the public distribution of information within Upshur County concerning this matter.
5. Notwithstanding the potential difficulties, the Law Firms have agreed to represent Upshur County and Upshur County hereby agrees that the Law Firms will be compensated for any monies recovered by Upshur County on the following basis:
 - a. Recovery of Attorneys' Fees: Upshur County may request that the Court, to the extent permitted by applicable law, award the County and the Law Firms reasonable attorneys' fees.
 - b. In addition, the Law Firms will be entitled to compensation that, along with any award of attorneys' fees, is equal to but shall not exceed 30% of gross recovery.
 - c. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by Upshur County, shall be borne entirely by the Law Firms, but shall be reimbursed from any gross recoveries from the pursuit of the claims.
 - d. The Law Firms shall receive no compensation or reimbursement other than set out above, and all within conformity of State law. In the event that no recovery is realized, the Law Firms shall receive no compensation or reimbursement.
6. With approval of Upshur County, the Law Firms may associate other attorneys at its own expense and at no costs to the County. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of Upshur County.
7. The Law Firms shall, from the date hereof until not less than four (4) years after this contract expires or is terminated, maintain detailed current records, including

documentation of all expenses, disbursement, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services.

DATED this the 29 day of SEPTEMBER, 2017.

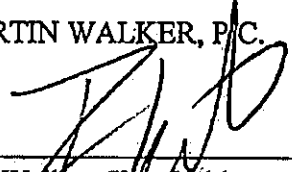
UPSHUR COUNTY

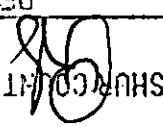
BY: 
Upshur County Judge

SIMON GREENSTONE
PANATIER BARTLETT, P.C.

BY: 
Jeffrey Simon, Shareholder

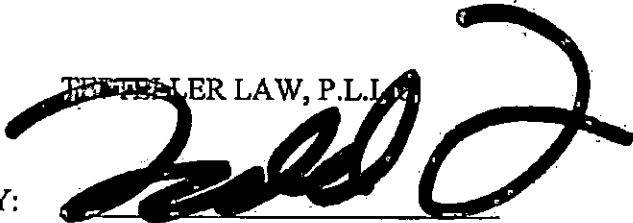
MARTIN WALKER, P.C.

BY: 
Jack Walker, Shareholder; or
Reid Martin, Shareholder

DEPUTY
BY: 
UPSHUR COUNTY, TX.
2017 OCT 16 AM 9:34

FILED
TERRI ROSS
COUNTY CLERK

PANATIER LAW, P.L.L.C.

BY: 
Todd Tefteller