

LEGAL SERVICES AGREEMENT

The State of Rhode Island ("State"), by and through its Attorney General, hereby engages Sher Edling, LLP ("Firm") to provide legal services on the terms and conditions set forth below. The State and the Firm (the "parties") recognize that this Legal Services Agreement is protected by the attorney-client privilege and attorney work product doctrine. The parties will keep this agreement confidential to the fullest extent of the law until the litigation is concluded since it not only meets the elements of the privilege and doctrine, [REDACTED]

1. Scope of Engagement: The State requests, and the Firm wishes to perform, the following activities: to investigate, litigate, or negotiate for settlement, actionable claims that may be pursued by the State against individuals and entities related to the impacts of climate change, including sea level rise and other effects of concern (collectively, the "Climate Change Impacts"). The remedies sought may include, but are not limited to, monetary compensation, injunction, declaratory judgment, damages incurred to date and future damages, restitution, payment of penalties as authorized by law, or any other available remedies.

2. Terms of engagement:

a. [REDACTED]

b. Attorney General's control of litigation: The Attorney General's Office shall be the ultimate decision maker on all matters relating to the investigation and/or litigation, including whether to file litigation and whether and on what terms to settle such litigation. The Attorney General will retain complete control over the course and conduct of this matter, and will retain veto power over any decisions made by outside counsel. A senior member of the Attorney General's staff will be personally involved in all stages of the litigation. The Firm shall consult with and obtain the approval of the Attorney General's Office regarding the investigation, litigation, and any settlement, including but not limited to the complaint and dispositive motions, selection of consultants, experts and other professional services, discovery, pre-trial proceedings,

trial, and settlement offers, demands, or negotiations. All draft filings shall be provided to the Attorney General's Office sufficiently in advance of filing to permit its review. Regular status meetings shall be held as requested by the Attorney General's Office. The Attorney General's Office also shall designate a point of contact from within the Office to be available to any targets or defendants as appropriate.

3. [REDACTED]

[REDACTED]

b. [REDACTED]

c. [REDACTED]

[REDACTED]

d. [REDACTED]

[REDACTED]

f. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Mediation: If a dispute arises out of or relating to any aspect of this Agreement between the State and the Firm, or the breach thereof, except for the valuation of injunctive relief under Paragraph 3(c) and following that process, if the dispute cannot be settled through negotiation, the Firm and the State agree to mediation before resorting to litigation, or any other dispute resolution procedure.

6. Media: The State shall direct public statements.

7. Confidentiality: The Firm agrees to keep all information gained in the course of representation confidential to the full extent allowed by law, including, but not limited to, information pertaining to the investigation or litigation, the State and its officers and employees. The Firm will not use such information to the detriment of the State nor its officers and employees at any time. It is understood and agreed that any agreement between the Firm and others providing professional services to the lawyers relating to the suit shall contain a confidentiality clause that conforms to the requirements of this paragraph.

8. Malpractice Insurance: The Firm maintains reasonable malpractice insurance and agrees to maintain such insurance during the term of this Contract, which shall begin upon execution of the contract by all parties and end upon completion of the litigation.

9. Governing Law: The terms and provisions of this Agreement and the performance of the parties

hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Rhode Island.

10. Modification: This Contract may be modified at any time, in whole or in part, by consent of the State and the Firm. Such modification shall be in writing and signed by all parties to the Contract.

By the State of Rhode Island
Office of the Attorney General



Peter F. Kilmartin
Attorney General for the State of Rhode Island

Dated: 7 June, 2018

SHER EDLING LLP



Victor M. Sher
Partner

Dated: 6/7/18