

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

ATTORNEYS AT LAW

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BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP PORTFOLIO MONITORING AGREEMENT WITH KEY WEST GENERAL EMPLOYEES RETIREMENT PLAN

This document sets forth the terms of an agreement by which Bernstein Litowitz Berger & Grossmann LLP (the “Firm” or “BLB&G”) will act as portfolio monitoring counsel to Key West General Employees Retirement Plan (“Key West” or the “Plan”). The agreement shall be subject to termination upon thirty days prior written notice by either party.

BLB&G will advise and assist Key West with the consideration of potential claims under U.S. federal and/or state laws and corporate governance matters relating to Key West’s investment holdings. The Firm will monitor the Plan’s portfolio and investigate situations in which the Plan incurs a significant loss that may give rise to meritorious legal claims. BLB&G will perform this monitoring service through the utilization of its secure web-based monitoring platform, *PortfolioWatch*. For investigations that identify meritorious claims, the Firm will provide the Plan with a detailed analysis setting forth the nature of the claim(s), applicable facts, assessment of merits, potential for recovery, and other relevant matters. In addition, the Firm monitors potential fraud or other misconduct effecting securities that trade on foreign exchanges and will analyze and advise Key West about potential claims arising from such misconduct. We will also provide the Plan with a quarterly report of all monitoring activity provided by the Firm during the previous quarter.

Key West will have no obligation to the Firm to take any action with respect to any potential claims that BLB&G may bring to the Plan’s attention or to act as Lead Plaintiff in any action. In the event that the Plan determines to take legal action, it agrees that it will consider retaining BLB&G to represent it as its counsel with respect to such action, but the Plan is not obligated to retain BLB&G.

Key West will provide BLB&G electronic access to its portfolio information for purposes of the monitoring services discussed above. The information provided to the Firm shall not be disclosed to any person or entity beyond the Firm’s members, employees and agents, and shall be maintained in a secure password-protected database subject to industry standard data security measures. Such information/data will be utilized by BLB&G solely in connection with providing the services to the Plan as set forth in this agreement.

BLB&G will not charge the Plan for the services or expenses BLB&G incurs in reviewing and analyzing potential claims and in providing quarterly reports as described above. BLB&G agrees that in the event that Key West determines to utilize the Firm to take formal legal action on the Plan’s behalf, such representation will be pursuant to a separate contingency fee and retainer agreement.

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For purposes of this monitoring engagement, communications with the Plan will be handled primarily by Hannah Ross (Partner), Peter Russell (Counsel), Adam Weinschel (Director of Institutional Investor Services), and Amanda Rekemeier (Director of Client Relations). Should the Plan determine to pursue litigation, BLB&G will, subject to Key West's approval, staff such case with a partner(s) and associate(s) tailored to meet the particular needs of the litigation.

BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP

By: 
Hannah Ross

Title: Partner

Date: November 18, 2019

KEY WEST GENERAL EMPLOYEES
RETIREMENT PLAN

By: _____
Cheri Smith

Title: Chairperson

Date: _____

cc: Stuart Kaufman