

ENGAGEMENT AGREEMENT

This Engagement Agreement (“Agreement”) is dated on the “Effective Date” (defined in §19) by and between **JOYCE C.H. TANG OF CIVILLE & TANG, PLLC, AS TRUSTEE OF THE NORTHERN MARIANAS ISLANDS SETTLEMENT FUND** (“Client” or “Settlement Fund”), and the law firm of **LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY and PROCTOR, P.A.**, a Florida professional corporation, Pensacola, Florida (the “Levin Firm”), and class counsel, the law firm of **BRONSTER & HOSHIBATA** (“Bronster Hoshibata”), collectively referred to as the “Parties”.

RECITALS:

- A. On or about October 9, 2009, Mariano Taitano, Roman Tudela, and Patricia Guerrero (“Claimants”) filed Civil Action No. 09-0410, styled *Taitano et al. v. Merrill Lynch, et al.*, against Merrill Lynch Pierce Fenner & Smith, Inc. in the NMI Superior Court (hereinafter the “Superior Court Action”) on behalf of the Northern Marianas Islands Retirement Fund (“NMIRF”) which required a personal investment of their time, and which filing preserved the claims against Merrill Lynch. On or about December 2, 2011 the Claimants, their counsel, the Fund and the Board of Trustees entered into the *Option Agreement for Settlement, Assignment of Claims and Release* (the “Option Agreement”);
- B. The claims against Merrill Lynch in the Superior Court Action are currently being litigated in the arbitration proceeding styled *Taitano et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* pending before the Financial Industry Regulatory Authority (“FINRA”) (Case No. 12-02942) (the “FINRA Arbitration”); and
- C. Pursuant to the terms of the Stipulation filed currently with this Agreement with the NMI District Court in the class action case styled *Betty Johnson v. Eloy S. Inos et. al.*, CV 09-0023, the Claimants and the O’Connor Berman Dotts & Banes law firm in Saipan (“O’Connor Firm”), were deemed to be constructive trustees of the claims brought in the Superior Court Action and the FINRA Arbitration (“ML Claims”); and
- D. Pursuant to the terms of the Assignment Agreement dated _____, 2014, by and between the Claimants, the Settlement Fund, the NMIRF and attorneys for the parties, the ML Claims were assigned and transferred to the Settlement Fund; and
- E. Subject to court approval of the Stipulation, the Assignment Agreement, and this Agreement, the Settlement Fund wishes to enter into an agreement with the Levin Firm to represent the Settlement Fund in connection with the ML Claims in the FINRA Arbitration and any appeals; and

NOW THEREFORE, the Parties agree as follows:

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1. Scope of Representation.

A. The Levin Firm shall represent the Settlement Fund in the FINRA Arbitration and any appeals arising therefrom, including the collection or recovery of any arbitration award or settlement. The Levin Firm will provide legal services reasonably required to represent Client.

B. The Levin Firm will investigate and diligently pursue the ML Claims in the FINRA Arbitration. Client understands and agrees that Levin Firm is not required to investigate or pursue, and will not investigate or pursue, any action or any other action against accountants, accounting firms, any securities issuer, any securities issuers' officers and/or directors, or any broker dealer or money manager (collectively, the "Remaining Parties"). Therefore, Client alone is responsible for retaining other counsel to pursue the Remaining Parties if desired by Client. Client understands that if Merrill Lynch is successful in convincing the FINRA arbitration panel that Remaining Parties were partially at fault, then the Recovery may be reduced by the portion of fault that the arbitration panel places on the Remaining Parties.

C. Under the terms of the Assignment Agreement, the Settlement Fund did not assume the obligations of Claimants set forth in the Option Agreement.

3. Contingent Fee.

The Levin Firm understands and agrees that this Agreement is based upon a contingent fee and that Levin Firm will only be compensated for legal services rendered if a recovery is obtained for Client in connection with the ML Claims currently asserted in the FINRA Arbitration, regardless of whether recovery is effectuated by means of a settlement, stipulation, a FINRA Arbitration Panel award or decision, or otherwise (the "Recovery"). If a Recovery is obtained by the Levin Firm, Client agrees to pay Levin Firm a fee for services provided by the Levin Firm and Associate Counsel, as defined herein below (the "Fee") based on the Fee Schedule set forth in **Schedule 1** attached hereto. Said Fee shall include all amounts paid by or recovered from Merrill Lynch in connection with the ML Claims currently asserted in the FINRA Arbitration *before* the deduction of costs outlined below. If no Recovery is obtained on behalf of Client, Client is under no obligation to pay the Levin Firm for any legal service rendered under this Agreement. Client is not obligated to pay a retainer fee or deposit.

4. Costs.

A. The Levin Firm agrees that unless a Recovery is made on behalf of Client, there will be no obligation by Client to pay costs, fees, charges, and expenses incurred by the Levin Firm, O'Connor Firm, or any Associate Counsel (collectively "Costs"). Reimbursement of Costs shall be subject to approval of the NMI District Court.

Costs shall include, but not be limited to, cash and non-cash expenditures for: (1) filing fees; (2) subpoenas; (3) court reporting services; (4) depositions; (5) witness fees; (6) in-house and outside investigation services; (7) expert witness fees; (8) records and reports;

(9) Lexis/Nexis/Westlaw and other computer research and on-line service costs; (10) photographs; (11) in-house and outside photocopies; (12) facsimiles; (13) long-distance telephone calls; (14) postage, federal express, UPS, and other overnight service charges; (15) mediation fees; (16) reasonable travel costs, mileage, rental cars, lodging, meals, and related expenses; (17) in-house and outside trial exhibits; (18) in-house and outside multi-media services; (19) all pro hac vice and other fees associated with the Superior Court Action; and (20) other costs reasonably necessary for the representation of Client in the FINRA Arbitration. Client shall pay all Court approved costs first from the Recovery. The gross recovery shall be the amount for calculating the Fee.

- B. Prior to the execution of this Agreement, Levin Firm shall provide Client with a detail breakdown of the Costs incurred in the Superior Court Action and the FINRA Arbitration in a format acceptable to Client. At the end of each quarter, the Levin Firm shall provide a quarterly statement showing a breakdown of the Costs incurred for the last quarter, and on a cumulative basis. At Client's request, the Levin Firm will provide supporting documents for such Costs.

5. Recovery.

If a recovery is made in Client's favor, Client authorizes the Levin Firm to endorse and deposit into Levin Firm's trust account any checks written in Client's name. The Levin Firm shall not deduct or disburse any of the Recovery without first obtaining Client's prior written approval and court approval for any such deduction or disbursement.

6. Associate Counsel and Referral Fee.

- A. The Levin Firm may associate with other attorneys ("Associate Counsel") to assist the Levin Firm in its legal representation of Client in connection with the ML Claims currently asserted in the FINRA Arbitration. The Levin Firm shall obtain Client's written consent before engaging the services of another attorney or law firm. Such consent shall be in the Associate Counsel Consent and Disclosure Form attached hereto as **Exhibit A**, and incorporated herein by reference.
- B. The Levin Firm agrees to reimburse the law firm of Bronster Hoshibata, class counsel, for legal services and expenses incurred in connection with the FINRA Arbitration up to \$50,000 from the Fee. Class counsel will advise Client and the Levin Firm if the charges for services and expenses will exceed \$50,000. In the event that Bronster Hoshibata becomes Associate Counsel, this paragraph shall be superseded by the Associate Counsel agreement. Any payment or agreement to associate as counsel with the Bronster Hoshibata Firm shall be subject to Court approval.
- C. The Parties consent to the payment of a referral fee to the O'Connor Firm for work performed in connection with the Superior Court Action and the FINRA Arbitration to date ("Referral Fee"). Such consent shall be in the Referral Counsel Consent and Disclosure Form attached hereto as **Exhibit B** and said consent is incorporated here and made a part of this Agreement by reference. The Levin Firm shall deliver withdrawals

and substitution of counsel forms executed by the O'Connor Firm in the FINRA Arbitration and the Superior Court Action to Client with the execution and delivery of this Agreement, which shall become effective on the Effective Date.

D. Any fees or costs that may be due under the Option Agreement is hereby waived by the Levin Firm, the O'Connor Firm, and any Associate Counsel.

E. The Levin Firm further agrees that:

- i. Associate Counsel will assume joint legal responsibility for the representation of Client in the FINRA Arbitration and agrees to be available for consultation with Client;
- ii. Associate Counsel and the Referral Fee will be paid from the Fee which Levin Firm otherwise will earn under this Agreement;
- iii. The Levin Firm, the O'Connor Firm, and each of the Associate Counsel will fully disclose to Client the exact division of the Fee they will be receiving in exchange for their services, which shall be subject to Court approval;
- iv. The division of the Fee between Levin Firm, the O'Connor Firm, and each of the Associate Counsel will not increase or otherwise change the Fee Schedule (**Schedule 1**) agreed to under this Agreement should there be a recovery; and
- v. If no Recovery is obtained on behalf of Client in the FINRA Arbitration, Client will be under no obligation to pay the Fee, the Referral Fee, any fee to Associate Counsel, or for reimbursement of any Costs.

7. Confidentiality.

- A. The Parties agree that all communications between the Client (including its agents) and its attorneys that have been and will be made in connection with the services rendered pursuant to this Agreement shall be regarded as confidential and subject to attorney-client privilege.
- B. Client understands that all work, including all papers, reports, calculations, analyses and memoranda, whether prepared by or maintained in Levin Firm's possession or with others, will be the property of Levin Firm, O'Connor Firm and/or Associate Counsel, as part of their work product produced in anticipation of litigation.

8. Retention of Client File.

Client understands that Levin Firm will only retain Client's file for a period of six (6) years after the FINRA Arbitration is completed. After the six-year period, the entire file will be discarded, and Levin Firm will not retain a copy of any portion of the file. Thus, it is Client's responsibility to seek the return of all original documents immediately after the FINRA Arbitration is completed, and to request a copy of any portions of the file Client wishes to retain. Client understand that if Client waits more than six (6) years to request the file, then no portion of the file will be in existence at that time.

9. Termination.

Client has the right to terminate this Agreement by giving Levin Firm and Associate Counsel prior written notice at any time. If the services of the Levin Firm and Associate Counsel are terminated for any reason, such termination shall be effective only to terminate services prospectively and all other terms of this Agreement, including the rights of the Levin Firm and Associate Counsel to compensation and reimbursement of costs and expenses, shall survive any such termination. The Levin Firm and Associate Counsel retain the right to seek compensation on a *quantum meruit* basis, or as otherwise provided by law, out of amounts recovered, for any services provided up to termination, in the event this engagement is terminated by the Client and thereafter a Recovery is made the Client. Levin Firm and Associate Counsel have the right to terminate this Agreement, subject to an obligation to give the Client reasonable notice to permit it to obtain alternative representation or services and subject to applicable ethical provisions. Levin Firm will be expected to provide reasonable assistance in effecting a transfer of responsibilities to a successor.

10. Effect of Termination.

Upon termination of this Agreement, the Parties' obligations under this Agreement shall terminate, except for those obligations set forth in this Agreement which are expressly stated to survive after the termination of this Agreement; provided, however, that any rights or remedies accruing prior to such termination, including the right of Levin Firm to any unpaid fees or reimbursable expenses owed to it for services rendered, shall survive the termination of this Agreement. This Section and Sections 7 ("Confidentiality"), 8 ("Retention of Client File"), and 17 ("Dispute Resolution"), and those other sections that by their nature are intended to survive, shall survive any termination of this Agreement.

11. Conflict of Laws

The Levin Firm handles civil cases of all types for individual clients and upon referral from other attorneys from inside and outside of the State of Florida. Although attorneys from Levin Firm are licensed in multiple jurisdictions, Client understands that attorneys from Levin Firm may not be licensed in the jurisdiction in which Client is situated – the Commonwealth of the Northern Mariana Islands (the "CNMI"). Client also understands that this Agreement complies with the law of the State of Florida and the Florida Rules of Professional Conduct, but that the law of the CNMI might provide additional requirements or limitations and restrictions on contingency fee agreements. The objective and intent of Levin Firm is to conduct all of its business and provide representation to any client from any state in compliance with the applicable law. If any provision of this Agreement in any way does not comply with the law or ethics of the CNMI, then this Agreement shall be modified to comply with the law of the CNMI.

12. Notices.

All notices and other communications under this Agreement shall be: (i) in writing; (ii) delivered by hand (with receipt confirmed in writing), by registered or certified mail (return receipt requested), electronic mail, or by facsimile transmission (with receipt confirmed in writing), to

the address or facsimile number set forth below the Parties' signatures herein or to such other address or facsimile number as either party shall specify by a written notice to the other; and (iii) deemed given upon receipt.

13. Severability.

If any one or more of the provisions contained in this Agreement shall be deemed unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and as so limited or restricted shall remain in full force and effect. If any such provision or provisions shall be deemed wholly unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. Assignment.

This Agreement may not be assigned by any party without the prior written consent of the other party.

15. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any previous agreement or understanding between the Parties.

16. Waiver; Amendment.

No term or provision of this Agreement shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the waiving party. Should either party consent, waive or excuse a breach by the other party, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach, whether or not of the same kind as the original breach. No amendment of this Agreement shall be effective unless in writing and signed by the Parties hereto.

17. Dispute Resolution.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final binding arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Judgment on the award may be entered in any court having jurisdiction.

18. Counterparts.

This Agreement may be signed and executed in counter parts, including facsimile or pdf, which, taken together, shall constitute the Parties' entire agreement. This Agreement shall become

binding when executed by all parties hereto without regard to whether such signatures are appended to the original Agreement or to a counterpart thereof. Signatures received by facsimile or pdf shall be deemed valid and binding as appended to the original.

19. Court Approval of Agreement; Effective Date.

The "Effective Date" shall be the date the NMI District Court issues an Order approving this Agreement, the Stipulation, and the Assignment of Claims Agreement.

IN WITNESS WHEREOF, the signatory for each party has duly executed this Agreement on the date hereof and certifies that he/she has the authority to bind the party on behalf of whom he/she has signed.

CLIENT:

NORTHERN MARIANA ISLANDS
SETTLEMENT FUND, acting by and
through the Trustee of the Northern Mariana
Islands Settlement Fund:

By: _____
Joyce C.H. Tang
Trustee

Date: _____

LAW FIRM:

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY and PROCTOR,
P.A.:

By: _____

Date: _____

Address For Notices:

Northern Mariana Islands Settlement Fund
330 Hernan Cortez Ave Suite 200
Hagåtña, Guam 96910

Address For Notices:

SETTLEMENT CLASS:

BRONSTER HOSHIBATA

By: _____
Margery S. Bronster
Class Counsel

Date: _____

APPROVAL AS TO FORM:

OFFICE OF THE NMI ATTORNEY GENERAL

By: _____

Reena Patel

Attorneys for the NMI Retirement Fund

Date: _____

SCHEDULE 1**FEE SCHEDULE**

A. If a Recovery is made by the Levin Firm in the FINRA Arbitration, the Fee to be paid to the Levin Firm will be a percentage of the Net Recovery, depending on the stage at which the recovery is made in the FINRA Arbitration.

B. Calculation of the Legal Fee.

- i. If Recovery is made during or shortly after the mediation scheduled for October 27 and 28, 2014 in San Francisco, the Fee will be calculated as follows (see example below):

	Recovery Amount	% Rate	FEE	
First 15M	\$ 15,000,000	21.00%	\$ 3,150,000	21.00%
Next 10M	\$ 10,000,000	18.00%	\$ 1,800,000	19.80%
Next 10M	\$ 10,000,000	15.00%	\$ 1,500,000	18.43%
Over 35M	\$ 10,000,000	12.00%	\$ 1,200,000	17.00%
			\$ 7,650,000	17.00%

- ii. If Recovery is made prior to commencement of arbitration (defined as a date after the FINRA Discovery Deadline) or during arbitration, or by an arbitral award, the Fee will be calculated as follows (see example below):

	Recovery Amount	% Rate	FEE	
First 15M	\$ 15,000,000	25.00%	\$ 3,750,000	25.00%
Next 10M	\$ 10,000,000	20.00%	\$ 2,000,000	23.00%
Next 10M	\$ 10,000,000	18.00%	\$ 1,800,000	21.57%
Over 35M	\$ 10,000,000	17.00%	\$ 1,700,000	20.56%
			\$ 9,250,000	20.56%

EXHIBIT A

ASSOCIATE COUNSEL CONSENT AND DISCLOSURE

This Associate Counsel Consent and Disclosure (“Consent and Disclosure”) is made by **CLAY CHAPMAN IWAMURA PULICE AND NERVELL LAW FIRM IN HAWAII** (“Associate Counsel”) and **LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY and PROCTOR, P.A.** (“Levin Firm”) pursuant to Section 1.5 of the Model Rules of Professional Conduct and Rule 4-1.5(g) of the Florida Rules of Professional Conduct, and any other applicable rules of professional conduct.

1. The Levin Firm was retained pursuant to the terms of the Engagement Agreement dated _____, 2014, to represent the **Northern Marianas Islands Settlement Fund** (“Client”) in the arbitration proceeding styled as *Taitano et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* that is currently pending before the Financial Industry Regulatory Authority (“FINRA”) (Case No. 12-02942) (the “FINRA Arbitration”);
2. Pursuant to Section 6 of the Engagement Agreement, the Levin Firm desires to associate with and retain Associate Counsel to assist Levin Firm in its representation of Client in the FINRA Arbitration;
3. In exchange for its services, the Levin Firm and Associate Counsel disclose that they are sharing the Fee (as such term is defined in the Engagement Agreement) as follows:
 - a. In the event a Recovery (as such term is defined in the Engagement Agreement) is made during or shortly after the mediation scheduled for October 27 and 28, 2014 in San Francisco in the FINRA Arbitration, the Levin Firm will receive 50% of the Fee, Associate Counsel will receive 20% of the Fee, the O’Connor Firm will receive 20% of the Fee as its “Referral Fee”, and Client will receive the remaining 10% of the Fee; and
 - b. In the event a Recovery is made prior to commencement of arbitration (defined as a date after the FINRA Discovery Deadline) or during arbitration, or by an arbitral award in the FINRA Arbitration, the Levin Firm will receive no less than 60% of the Fee, Associate Counsel will receive 20% of the Fee, and the O’Connor Berman Dotts & Banes law firm will receive 20% as its “Referral Fee”.
4. Client, by executing this Consent and Disclosure, consents to and approves the arrangement on the division of the Fee between the Levin Firm, Associate Counsel, and the O’Connor Firm, as set forth herein, subject to Court approval.
5. Associate Counsel’s Fee will be subject to Hawai’i Rules of Professional Conduct. Associate Counsel and the Levin Firm confirm that the Associate Counsel’s Fee will not be paid to any other individual or entity not disclosed to the Client in this Consent and Disclosure.

- 6. Associate Counsel’s Fee shall not be paid from the Client’s portion of the Recovery, but shall be paid in full from the Levin Firm’s Fee. In other words, payment of Associate Counsel’s Fee or approval of this Consent and Disclosure by the Client will not modify or change the Fee due to the Levin Firm under the agreed up on Fee Schedule (*Schedule 1* to the Engagement Agreement).
- 7. Any reimbursement for Costs claimed by Associate Counsel shall be subject to Section 4 of the Engagement Agreement, which section is incorporated herein by reference.
- 8. Associate Counsel assumes joint legal responsibility for the representation of Client in the FINRA Arbitration and agrees to be available for consultation with Client if required by Client.
- 9. No amendment of this Consent and Disclosure shall be effective unless in writing and signed by the parties hereto.

Based upon the foregoing representation and agreement, the Client consents to the hiring of Associate Counsel.

CLIENT:

NORTHERN MARIANA ISLANDS
SETTLEMENT FUND, acting by and
through the Trustee of the Northern Mariana
Islands Settlement Fund:

By: _____
Joyce C.H. Tang
Trustee

Date: _____

LEVIN FIRM:

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY and PROCTOR,
P.A.:

By: _____

Date: _____

ASSOCIATE COUNSEL:

CLAY CHAPMAN IWAMURA PULICE
AND NERVELL LAW FIRM IN HAWAII

By: _____

Date: _____

APPROVAL AS TO FORM:

OFFICE OF THE NMI ATTORNEY
GENERAL

By: _____

Reena Patel

*Attorneys for the NMI Retirement
Fund*

Date: _____

EXHIBIT B

REFERRAL COUNSEL CONSENT AND DISCLOSURE

This Associate Counsel Consent and Disclosure (“Consent and Disclosure”) is made by **O’CONNOR BERMAN DOTTS & BANES LAW FIRM IN SAIPAN** (“Referral Counsel”) and **LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY and PROCTOR, P.A.** (“Levin Firm”) pursuant to Section 1.5 of the Model Rules of Professional Conduct and Rule 4-1.5(g) of the Florida Rules of Professional Conduct, and any other applicable rules of professional conduct.

1. The Levin Firm was retained pursuant to the terms of the Engagement Agreement dated _____, 2014, to represent the **Northern Marianas Islands Settlement Fund** (“Client”) in the arbitration proceeding styled as *Taitano et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* that is currently pending before the Financial Industry Regulatory Authority (“FINRA”) (Case No. 12-02942) (the “FINRA Arbitration”);
2. Pursuant to Section 6 of the Engagement Agreement, the Levin Firm and Referral Counsel desires to disclose to Client that they are sharing the Fee (as such term is defined in the Engagement Agreement) as follows:
 - a. In the event a Recovery (as such term is defined in the Engagement Agreement) is made during or shortly after the mediation scheduled for October 27 and 28, 2014 in San Francisco in the FINRA Arbitration, the Levin Firm will receive 50% of the Fee, Clay Chapman Iwamura Pulice and Nervell law firm in Hawaii (“Associate Counsel”) will receive 20% of the Fee, the Referral Counsel will receive 20% of the Fee (“Referral Fee”), and Client will receive the remaining 10% of the Fee; and
 - b. In the event a Recovery is made prior to commencement of arbitration (defined as a date after the FINRA Discovery Deadline) or during arbitration, or by an arbitral award in the FINRA Arbitration, the Levin Firm will receive no less than 60% of the Fee, Associate Counsel will receive 20% of the Fee, and Referral Counsel will receive 20% of the Fee.
3. Client, by executing this Consent and Disclosure, consents to and approves the arrangement on the division of the Fee between the Levin Firm and Referral Counsel, as set forth herein, subject to NMI District Court’s approval.
4. Referral Counsel’s Fee is based upon the effort and time Referral Counsel provided to the Claimants in the Superior Court Action and FINRA Arbitration prior to withdrawing from these actions, the extraordinary results achieved during that period, and the assumption by Referral Counsel of joint responsibility for the representation of Claimants during that period. Referral Counsel and the Levin Firm confirm that the Referral Counsel’s Fee will not be paid to any other individual or entity not disclosed to the Client in this Consent and Disclosure.

5. The Referral Fee shall not be paid from the Client’s portion of the Recovery, but shall be paid in full from the Levin Firm’s Fee. In other words, payment of the Referral Fee or approval of this Consent and Disclosure by the Client will not modify or change the Fee due to the Levin Firm under the agreed up on Fee Schedule (*Schedule 1* to the Engagement Agreement). Any reimbursement for Costs claimed by Referral Counsel shall be subject to Section 4 of the Engagement Agreement, which section is incorporated herein by reference.
6. Referral Counsel shall execute and deliver withdrawals and substitution of counsel forms in the FINRA Arbitration and the Superior Court Action to the Levin Firm with the execution and delivery of this Consent and Disclosure.
7. No amendment of this Consent and Disclosure shall be effective unless in writing and signed by the parties hereto.

Based upon the foregoing representation and agreement, the Client consents to the hiring of Associate Counsel.

CLIENT:

NORTHERN MARIANA ISLANDS
SETTLEMENT FUND, acting by and
through the Trustee of the Northern Mariana
Islands Settlement Fund:

By: _____
Joyce C.H. Tang
Trustee

Date: _____

LEVIN FIRM:

LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY and PROCTOR,
P.A.:

By: _____

Date: _____

REFERRAL COUNSEL:

O’CONNOR BERMAN DOTTS & BANES
LAW FIRM IN SAIPAN

By: _____

Date: _____

APPROVAL AS TO FORM:

OFFICE OF THE NMI ATTORNEY
GENERAL

By: _____
Reena Patel
Attorneys for the NMI Retirement Fund