

STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL


SPECIAL COUNSEL APPOINTMENT

KNOW ALL MEN BY THESE PRESENTS, That I, WARREN SPANNAUS, Attorney General of the State of Minnesota, by virtue of the authority vested in me by statute, have constituted and appointed

LEE FREEMAN, JR.
(Freeman, Freeman & Salzman)

of Chicago, Illinois, as Special Counsel to the Attorney General for the purpose of handling all necessary legal work for the State of Minnesota and any political subdivisions represented by it in connection with the Master Key Antitrust Litigation, M.D.L., Docket No. 45, United States District Court, District of Connecticut, and to serve at the pleasure of the Attorney General. This appointment shall be effective as of the 16th day of August, 1974, and is subject to the terms and conditions set forth in the attached Fee Agreement.

Executed in St. Paul, Minnesota, this 20th day of August, 1974.

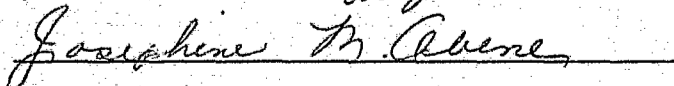

WARREN SPANNAUS
Attorney General

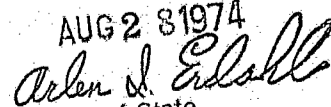
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, LEE FREEMAN, JR., do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and will faithfully discharge the duties of the Office of Special Counsel to the Attorney General to the best of my judgment and ability, so help me.


LEE FREEMAN, JR.

Subscribed and sworn to before me
this 23rd day of August, 1974.



27421
STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
AUG 23 1974

Secretary of State

FEE AGREEMENT

THIS AGREEMENT by and between the State of Minnesota by and through its Attorney General Warren Spannaus, and Lee Freeman, Jr., of the firm of Freeman, Freeman and Salzman, Chicago, Illinois, hereinafter referred to as Special Counsel,

WITNESSETH:

WHEREAS, Attorney General Warren Spannaus has appointed Special Counsel as Special Counsel to the Attorney General in connection with the claims of the State of Minnesota and political subdivisions represented by it in the Master Key Antitrust Litigation, M.D.L. Docket No. 45, United States District Court, District of Connecticut.

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED:

1. Special Counsel, for and in consideration of the compensation hereinafter set forth, agrees to render all legal services necessary for the State of Minnesota and any political subdivisions represented by it in the above case including the prosecution of any necessary appeals and all necessary legal work required in connection with final disposition of the above case.

2. The services to be performed by Special Counsel shall be at the direction and under the supervision and control of the Attorney General, and the above case shall not be settled without the approval of the Attorney General. Special Counsel shall serve at the pleasure of the Attorney General.

3. Special Counsel shall be compensated on a contingency fee basis with a percentage of any sum recovered by verdict, settlement, or otherwise, on behalf of the State of Minnesota and any political subdivisions represented by it, the amount of such percentage to be determined accordingly:

a) If the amount recovered does not exceed \$400,000, Special Counsel shall receive 20% of the amount recovered;

b) If the amount recovered exceeds \$400,000 but does not exceed \$1,000,000 Special Counsel shall receive 20% of \$400,000 and also 15% of any recovery exceeding \$400,000; and

c) If the amount recovered exceeds \$1,000,000, Special Counsel shall receive 20% of \$400,000, and also 15% of \$600,000 and also 10% of any recovery exceeding \$1,000,000;

provided that Special Counsel shall be awarded a fee less than that provided for above if the Court, in its discretion, so orders; and provided further, that if an attorney's fee is recovered pursuant to settlement or is awarded by the Court pursuant to Section 4 of the Clayton Act (15 U.S.C. § 15), said fee shall become part of the fee of Special Counsel so that in no event shall the compensation of Special Counsel exceed the fee provided for in this paragraph.

4. The Attorney General shall reimburse Special Counsel for the State's and any political subdivision's individual or proportionate share(s) of expenses and reasonable out-of-pocket disbursements incurred by Special Counsel in the prosecution of this litigation, including by way of example, without limiting the generality thereof, filing fees, costs of reproducing papers and documents, court reporters' fees, investigators' and experts' fees (other than those rendering expert legal advice), long-distance telephone tolls, and travel expenses. Such expenses shall be payable by the Attorney General upon presentation by Special Counsel of an itemized statement together with such supporting data as may be requested by the Attorney General.

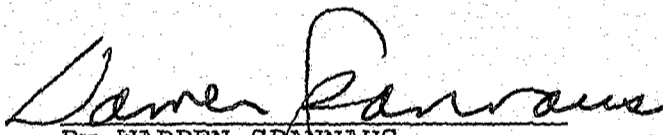
Should such disbursements exceed fifteen thousand dollars (\$15,000) in any one year, or any unusual disbursement be contemplated, Special Counsel will not incur such expense unless and until Special Counsel has first received written authorization from the Attorney General.

6. Special Counsel shall refund to the Attorney General the State's and any political subdivision's individual or proportionate share(s) of expenses or reasonable out-of-pocket disbursements which may be assessed or imposed on the defendants and collected from them in accordance with an order of court or by any settlement, provided that the Attorney General has previously reimbursed Special Counsel therefor.

IN WITNESS HEREOF, the State of Minnesota has caused this agreement to be executed by its Attorney General, and Lee Freeman, Jr., of the firm of Freeman, Freeman and Salzman has hereunto set his hand.

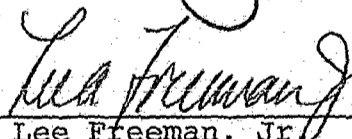
Dated: August 20th, 1974.

STATE OF MINNESOTA


By WARREN SPANNAUS
Attorney General

Dated: August 23rd 1974.

FREEMAN, FREEMAN & SALZMAN


By Lee Freeman, Jr.
Partner