

RETENTION AGREEMENT

WHEREAS, the Attorney General has determined that claims should be made against TreeHouse Foods, Inc., Sam K. Reed, and Dennis F. Riordan (the "Defendants"), and other corporations, firms, or persons that may be found liable as a result of losses sustained by the Mississippi Public Employees Retirement System ("Mississippi PERS") relating to TreeHouse securities (the "Claims"); and

WHEREAS, the Attorney General 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 others who are familiar with Defendant's wrongful actions and/or inactions and related issues for an extended period of time; and

WHEREAS, the Attorney General determined that it is in the best interests of the State and its citizens that the State retain attorneys experienced in the prosecution of securities fraud, class actions, and complex civil litigation to pursue the Claims; and

WHEREAS, the Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to pursue claims against the Defendants or persons that may be found to be liable as a result of losses sustained by Mississippi PERS relating to TreeHouse Foods, Inc. securities; and use of outside counsel is necessary because: there does not exist sufficient and appropriate legal and financial resources within the Attorney General's office to handle the matter; the time and labor required necessitates outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel, and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently conduct and perform this investigation and litigation in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations

of the Defendants and the anticipated witnesses. Outside counsel has the amount and type of experience necessary having worked on a number of complex securities fraud matters; and

WHEREAS, Robert C. Finkel on behalf of Wolf Popper LLP is experienced in securities fraud, class actions, and complex civil litigation and consented to represent the State of Mississippi and Mississippi PERS, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof; and

WHEREAS, the Attorney General retained Wolf Popper LLP to file the lead plaintiff motion on behalf of Mississippi PERS in *Tarara v. TreeHouse Foods, Inc.*, No. 16-CV-10632 (N.D. Ill.) on January 17, 2017.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the Attorney General hereby retains Wolf Popper LLP (“Law Firm”), and its lawyers, who are hereby designated as Special Assistant Attorneys General to investigate, research and file the Claims in any appropriate Court or before any appropriate government agency.

2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens, and the Law Firm shall apprise the Attorney General of all settlement offers. The Law Firm shall consult with the Attorney General and obtain his 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. The Attorney General shall cooperate with the Law Firm and use his best efforts to secure the cooperation of other State agencies. The Attorney General is not required, however, to assign any members of his

staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate one or more members of his staff to monitor these Claims, and the Law Firm shall keep the Attorney General and his designated staff members(s) fully informed on all matters pertaining to the Claims.

3. The Attorney General and Law Firm 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. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.

5. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the State, and the Attorney General hereby agrees that the Law Firm will be compensated for recovery by the State of Mississippi on the following basis:

A. Recovery of Attorneys' Fees: The Attorney General may request that the Court, to the extent permitted by applicable law, award the State and the Law Firm reasonable attorneys' fees.

B. In addition, the Law Firm will be entitled to compensation for recovery by the State of Mississippi that, along with any award of attorneys' fees, shall not exceed the amounts specified in the attached Exhibit "A."

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 the Attorney General, shall be borne entirely by the Law Firm but shall be reimbursed from any gross recoveries from the pursuit of such claims.

D. The Law Firm shall receive no compensation or reimbursement other than set out above and all in conformity with state law. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.

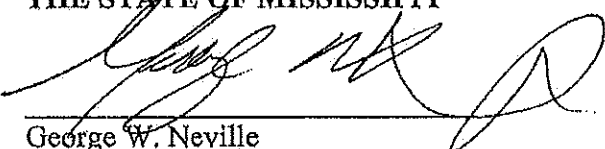
6. With the approval of the Attorney General, the Law Firm may associate other attorneys at their own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General.

7. The Law Firm 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, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Law Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of no greater than one-tenth of an hour, and shall promptly provide these records to the Attorney General upon request.

DATED as of the 17th day of January 2017.

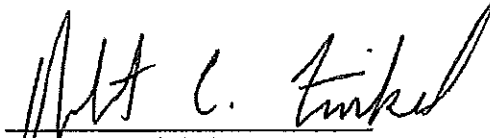
Jim Hood
ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI

By:


George W. Neville
Special Assistant Attorney General

WOLF POPPER LLP

By:


Robert C. Finkel

Attachment A
(Retention Agreement)

The following shall be the structured contingent fee schedule based on the sum of any recovery by Mississippi PERS obtained:

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000) and Fifteen Million Dollars (\$15,000,000); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000) and Twenty Million Dollars (\$20,000,000); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000) and Twenty-five Million Dollars (\$25,000,000.00); plus

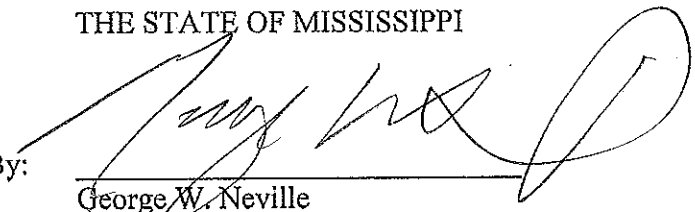
Five percent (5%) of any portion of such recovery exceeding Twenty-five Million Dollars (\$25,000,000).

DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to pursue claims against TreeHouse Foods, Inc., Sam K. Reed, and Dennis F. Riordan (the "Defendants") or persons that may be found to be liable as a result of losses sustained by the Mississippi Public Employees Retirement System ("Mississippi PERS") relating to TreeHouse Foods, Inc. securities; and use of outside counsel is necessary because: there does not exist sufficient and appropriate legal and financial resources within the Attorney General's office to handle the matter; the time and labor required necessitates outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel; and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently conduct and perform this investigation and litigation in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants and the anticipated witnesses. Outside counsel has the amount and type of experience necessary having worked on a number of complex securities fraud matters.

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