

RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi has determined that it is in the best interests of the State of Mississippi to retain legal counsel in *State of Mississippi, et al. v. Dale Partners, et al.*, Cause No. 1:14CV666, pending in the Circuit Court of Hinds County, Mississippi, to litigate claims (the "Claims") against Dale Partners and other related defendants (collectively "Defendants") for negligent acts and/or omissions in the design, construction and/or repair of the Mississippi Public Health Lab, which have caused loss and damage to the State of Mississippi; and

WHEREAS, the Attorney General has determined that the litigation of the above identified legal action may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and

WHEREAS, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys with significant litigation experience in the area of construction law; and

WHEREAS, Biggs, Pettis, Ingram & Solop, PLLC is experienced in such litigation and consented to represent the State of Mississippi in association with the Attorney General in the above identified legal action, respecting the claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the Attorney General hereby retains Biggs, Pettis, Ingram & Solop, PLLC ("Law Firm"), particularly its principal, Christopher Solop, who is hereby designated as Special Assistant Attorneys General, to represent the interests of the State of Mississippi in the legal action styled *State of Mississippi, et al., v. Dale Partners, et al.*, Cause No. 1:14CV666, pending in the Circuit Court of Hinds County, Mississippi.
2. The Period of Performance for this contract is from the date of execution through December 31, 2021, unless extended by mutual agreement, in writing, between the Attorney General and the Law Firm.
3. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
4. The Attorney General does not relinquish her 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 her 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 her best efforts to secure the cooperation of other State agencies. The Attorney General shall designate one or more members of her staff to monitor these Claims, who will be available directly to the parties in this matter as needed, and the Law Firm shall keep the Attorney General and her designated staff member(s) fully informed on all matters pertaining to the Claims.

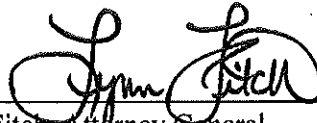
5. The Attorney General and the Law Firm both recognize that the Claims present numerous factual and legal obstacles and that no assurance of success on the Claims has or can be made.
6. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.
7. 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 attorney's fees.
 - B. In addition, the Law Firm will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed the amounts specified in the attached Exhibit "A".
 - C. With the exception of all costs, fees, and expenses incurred by or on behalf of the State for the services of Berkley Research Group ("BRG"), whether before or after the date of this Retention Agreement, all reasonable and necessary costs of litigation including, but not limited to, court costs, travel expenses, 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 the Claims. All costs, fees, and expenses incurred by or on behalf of the State for the services of BRG shall be paid directly by the State to BRG.
 - 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.
8. With the approval of the Attorney General, the Law Firm may associate other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and not

transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General.

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 the matter in increments of no greater than one-tenth (1/10) of an hour and shall promptly provide these records to the Attorney General upon request.

Dated:

OFFICE OF THE ATTORNEY GENERAL,
STATE OF MISSISSIPPI



Lynn Fitch, Attorney General

Dated: 11/18/2020

BIGGS, PETTIS, INGRAM & SOLOP,
PLLC



Christopher Solop, Esq.

MONOGYMB MEMBER

Exhibit "A"

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

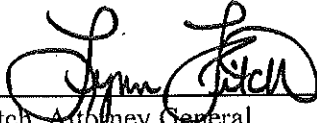
Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).

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 Dale Partners and related defendants, for negligent acts and/or omissions in the design, construction and/or repair of the Mississippi Public Health Lab which have caused loss and damage to the State of Mississippi. 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 the retention of 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 do it in-house; outside counsel has the resources and amount and type of experience necessary having worked on a number of complex construction matters.

OFFICE OF THE ATTORNEY GENERAL,
STATE OF MISSISSIPPI

A handwritten signature in cursive script, appearing to read "Lynn Fitch", written over a horizontal line.

Lynn Fitch, Attorney General