AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES ("Agreement") is effective as of the ___th day of June, 2014 by and between Ballard Spahr LLP ("Ballard Spahr") and the Department of Finance ("Finance") for the State of Delaware ("State"), with the approval of the Governor and the Attorney General.

WITNESSETH:

WHEREAS, on June 3, 2014, a Request for Proposal ("RFP") was issued by Finance to engage a law firm to act as Special Counsel ("Special Counsel") to represent Finance and certain officers in their professional capacities (collectively, the "State Defendants") in *Temple-Inland Inc. v. Cook, et al.,* C.A. 1:14-cv-000654-SLR (the "Action"); and

WHEREAS, Finance received and evaluated proposals from three law firms interested in acting as Special Counsel for the State pursuant to the RFP and interviewed the three firms; and,

WHEREAS, the proposal submitted by Ballard Spahr meets the needs of Finance, and was technically superior to those submitted by the other firms *(see* Ballard Spahr's Proposal dated June 16, 2014, attached hereto as Exhibit A); and

WHEREAS, Finance has determined to engage Ballard Spahr to act as Special Counsel in the Action and in such other matters relating to escheat, abandoned property, and unclaimed property as shall be determined by Finance from time to time (the "Engagement"); and

WHEREAS, Ballard Spahr desires to accept the Engagements upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ballard Spahr and Finance (collectively the "Parties") hereto agree as follows:

1. Pursuant to 29 *Del. C.* §2507, Ballard Spahr is hereby appointed and employed as a Special Counsel with respect to the Engagement.

2. Ballard Spahr agrees to serve as Special Counsel with respect to the Engagement and to perform such legal duties as assigned by the Finance during the duration of the Engagement. Ballard Spahr shall commence providing legal services on the date set forth above above. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by Finance, with or without cause.

3. Ballard Spahr reserves the right to terminate our services under the circumstances permitted by the Delaware Lawyers' Rules of Professional Conduct, including the State's failure to make payments described in this agreement.

4. Ballard Spahr agrees that it will assign members of its firm listed below to perform the legal services under this Agreement. The billing rates for the professionals listed below represent a discount of approximately twenty percent (20%) from such professionals' regular billing rates:

Name	Title	Hourly Rate
David J. Margules	Partner	$580
Beth Moskow-Schnoll	Partner	$480
Christine O'Neil	Partner	$320
Jessica Case	Associate	$225

Ballard Spahr agrees that the rate for any other professionals who work on this engagement shall be at comparable rates to those above, taking into account each professional's experience. The above fees are subject to adjustment on an annual basis after notice and agreement of the Parties.

5. Ballard Spahr shall bill Finance no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of Finance at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for Delaware legal billing for services rendered; however, Finance shall have the right to request reasonable alterations in the format of the billing, as it deems appropriate. Ballard Spahr agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy,* attached hereto as Exhibit B. Copies of the bill should be sent to the Director of Outside Counsel, the Deputy State Solicitor and Governor's Counsel. Bills shall be paid as provided by State law. In the event Finance, the State, the Delaware Department of Justice ("DOJ") or the Governor's Counsel questions the substance of any bill or any item of work performed, Ballard Spahr shall provide such additional information as may reasonably be requested, and Ballard Spahr shall not charge any additional amount for any discussion, extra documentation or additional information required to settle any dispute regarding any issue related thereto.

6. Ballard Spahr agrees that it shall perform legal services as directed by the State and that Finance, the State and the DOJ shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, to monitor, direct, and/or participate in the performance of legal services by Ballard Spahr under this Agreement.

7. Ballard Spahr agrees that all documents generated by it under this Agreement, including research and all legal work products belong to the State and the DOJ, and upon request such documents will be provided to same. The State and the DOJ shall have the right to use any such legal work product or documents as it deems in its interest, without additional compensation to Ballard Spahr apart from the compensation earned under this Agreement.

8. Ballard Spahr provided the State a Certificate of Insurance from Attorneys' Liability Assurance Society, Inc. dated January 2, 2014 indicating the amount and nature of Ballard Spahr's professional liability insurance coverage under Policy ALA#1157. *See* Insurance Certificate, attached hereto as Exhibit C.

9. Ballard Spahr performed a comprehensive screening for potential conflicts of interest check for any potential or actual conflicts of interest it has or may have not only with the State, but with any agency thereof Ballard Spahr has disclosed the results of its check with the State and the DOJ and has resolved any potential or perceived conflicts of interest. During the term of this Agreement, Ballard Spahr shall notify the State in writing of any actual or potential conflict that

must be disclosed as required by the Delaware Lawyers' Rules of Professional Conduct and that arise subsequent to the execution of this Agreement and during the course of this Engagement. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified Finance in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the Deputy State Solicitor and counsel to the Governor, Ballard Spahr shall neither commence work on any new matter nor continue work on any matter that it has undertaken at the time at which the conflict or potential conflict arises. Ballard Spahr understands and acknowledges that should Finance choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate. The State will promptly respond to any request for a waiver and expects that it will entertain a request for a waiver of Ballard Spahr' representation of a party in litigation or a real estate client in negotiations with a unit of the State government other than Finance.

10. Ballard Spahr understands and acknowledges that Finance will work with Ballard Spahr to perform the legal work covered by this Agreement. Nothing in this Agreement guarantees Ballard Spahr the right to perform any legal services, except those that Finance specifically requests Ballard Spahr to perform.

11. Ballard Spahr shall take no position on any legal matter in its representation of this matter without consultation with and approval by the State and the DOJ. No opinion rendered by Ballard Spahr may be represented as an opinion of the Attorney General.

12. Prior to incurring any costs to be charged to Finance, Ballard Spahr shall consult with the State and the DOJ and obtain their approval.

13. The validity of this Agreement and the determination of the rights and liabilities of the Parties hereunder shall be decided in accordance with the laws of the State of Delaware and no other, except to the extent that federal law be applicable. Any litigation which may be instituted between the State and Ballard Spahr regarding this Agreement shall be filed and litigated in the State of Delaware.

14. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

15. This Agreement constitutes the entire Agreement between the parties and any prior agreement or understanding is hereby superseded by this Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

BALLARD SPAHR, LLP
Wilmington, Delaware

Original on File

By: _____
David J. Margules, Partner

DEPARTMENT OF FINANCE FOR THE STATE OF DELAWARE

By: _____
Thomas J. Cook, Secretary

APPROVED:

By: _____
Jack A. Markell
Governor
State of Delaware

By: _____
Joseph R. Biden, III
Attorney General
State of Delaware