

Exhibit "A"



7 November 2014

Steve Russo, CEO
Mississippi Phosphates Corporation
601 Industrial Road
Pascagoula Mississippi 39568

Deloitte Transactions and
Business Analytics LLP
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Austin, TX 78701
USA
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Fax: 512 708 1035
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Re: Engagement of Deloitte Transactions and Business Analytics LLP's Jonathan J. Nash as
CRO

Dear Mr. Russo:

This letter confirms the engagement of Deloitte Transactions and Business Analytics LLP ("DTBA" or "we") by Mississippi Phosphates Corporation ("MPC") and its subsidiaries (collectively, "Client" or "you"), effective as of 10 November 2014, whereby DTBA, led by personnel of the Deloitte CRG service line, will provide to Client the services described below (the "Services").

UNDERSTANDING OF ROLE

As part of the Services, DTBA shall make available to Client Jonathan J. Nash to act as Client's duly appointed Chief Restructuring Officer during the term of the engagement (the "CRO"). The role of the CRO will be as follows:

- Report directly to the CEO and Board of Directors of Client (the "Board"), and make recommendations to the Board and consult with them regarding the Services;
- Working on a collaborative basis with Client's Chief Executive Officer, other senior executives of Client, and the Client's investment banker and endeavor to assist with the efforts of the CEO and the Board to develop plans or strategic alternatives for maximizing the enterprise value of the Client's assets, including the identification, development, and implementation of strategies related to Client's business plan and other related matters; and
- In consultation and coordination with Client's senior executives, coordinate and manage the Services, including the performance of the Services by DTBA professional personnel.

The CRO shall operate under the direction of the Board. Accordingly, DTBA, its subsidiaries, subcontractors and their respective personnel, including the CRO, shall have no liability to Client for any actions taken at the direction of, or which have been approved by, the Board, except as set expressly forth herein.

The CRO assisted by other personnel of DTBA and its affiliates, is anticipated to provide the following Services, as requested by Client and agreed to by DTBA:

- Assess Client's current business plan and operations to identify areas of opportunity, including, but not limited to, potential profitability, ongoing cash requirements, profit center contributions and break-even levels;

- Develop Client's financial and operational strategy and associated activities for the Board's input and approval;
- Oversee the implementation of Client's Board-approved financial and operational strategy;
- Coordinate and consult with Client's investment banker with respect to the chapter 11 sales process with respect to potential utilization of Client's assets by potential buyers;
- Oversee the relationship with Client's lenders and other creditors;
- Oversee the management of, and effort to enhance, Client's liquidity issues;
- Meet with the Board on a periodic basis to discuss, among other things, engagement progress and financial and operational reports;
- Oversee the implementation of Board-approved bankruptcy efforts of the Client, including being the Client's witness in the bankruptcy court on matters incident to the Client's bankruptcy cases; and
- Perform the day to day functions customarily and reasonably associated with the position of a Chief Restructuring Officer in companies of similar size and complexity.

DTBA shall provide such other services as may be agreed to by DTBA and Client in writing based on discussions with you as the engagement progresses and additional information is obtained during the course of the engagement.

Client acknowledges that there is a potential that DTBA, including the CRO, may need to decline to perform (or to continue to perform), limit, or restrict performance of any part of the Services and Client agrees that DTBA may do so if DTBA determines in its sole discretion that the performance of such part of the Services could create a conflict for DTBA or its affiliates or a DTTL Member Firm (as defined below), including a conflict with law, or independence or professional rules. In each case, DTBA shall identify with specificity the party involved and the scope of restriction or limitation on Services. Further, as we have previously discussed, due to conflicts of interest DTBA, including the CRO, shall not provide Services with respect to the matters as described on Appendix B hereto. Any part of the Services that DTBA declines to perform (or to continue to perform) pursuant to the first sentence of this paragraph and any Services with respect to the matters identified on Appendix B are referred to as "Excluded Matters". Client and the Board acknowledge and agree that the CRO and DTBA will take no part in Client's or the Board's deliberations or decisions regarding the Excluded Matters or in Client's implementation of such decisions relating thereto.

ENGAGEMENT STAFFING AND FEES

Jonathan J. Nash ("Nash") will be the CRO for the Client. Nash will serve as the engagement Principal and will maintain overall responsibility for the engagement on behalf of DTBA, assisted by Brandon Smith and, as appropriate, by other personnel. Technical support may also be provided by other professionals who will be identified during the course of this engagement. However, circumstances may occur that could result in changes to our anticipated staffing for this engagement. It is agreed, absent exigent circumstances, that Nash in his role as CRO shall be at the Client's Mississippi facility, Monday through Friday during the term of the engagement,

unless travelling on business for the Client, and available by phone at other times as may be required by the Company, provided that Nash will continue to fulfill his other responsibilities to DTBA.

DTBA's professional fees for the engagement including the CRO function will be at the rate of \$25,000 per week. DTBA will be entitled to reimbursement of reasonable expenses incurred in connection with this engagement, including travel, meals and lodging, and delivery services.

DTBA's professional fees for other Services, to the extent provided, will be at the rate of \$175-\$695 an hour, depending on the personnel assigned to the particular tasks. DTBA will be entitled to reimbursement of reasonable expenses incurred in connection with this engagement, including travel, meals and lodging, and delivery services. No other Services under this paragraph shall be provided to the Client without prior consultation with and approval by the Client and a prior agreement to include such fees in the Approved Budget and to insure the Client's ability to fund such fees. All fees and expenses will be billed to Client weekly and are payable upon receipt.

THE BANKRUPTCY CASE

On 27 October 2104, the Client filed in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court") a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Client has requested that DTBA perform the Services, and DTBA has agreed to perform the Services, subject to the terms and conditions of this engagement letter. This engagement letter, and DTBA's obligations and responsibilities relating to this engagement, shall be effective as of the effective date on the first page of this letter, subject to, and conditioned on, the Client obtaining Bankruptcy Court approval in the matter, In re [insert case name and number] (the "Case"), nunc pro tunc to such date.

In addition to DTBA's other rights or remedies, DTBA may, in its sole discretion and without any liability arising therefrom, terminate this engagement in the event that (a) a final order authorizing the employment of DTBA and Nash as CRO and to provide the Services hereunder for the Client is not entered by the Bankruptcy Court in the Case on or before sixty (60) days from the date hereof on the terms and conditions set forth herein or on such other terms and conditions as are satisfactory to DTBA in its sole discretion, or (b) the application of the Client seeking such order is denied by the Bankruptcy Court in the Case. In any such event, the Client hereby agrees to withdraw or amend, promptly upon DTBA's request, any application filed or to be filed with the Bankruptcy Court to retain DTBA's Services in the Case.

OTHER MATTERS

Client and the Board represent that this engagement and the role of Nash as CRO have been the subject of a duly adopted resolution of the Board which shall be provided to DTBA at commencement of the Services.

The General Business Terms & Conditions applicable to this engagement are attached hereto as Appendix A and are incorporated herein by reference. Capitalized terms used in the attached General Business Terms & Conditions and not defined therein shall have the meanings given to such terms in this engagement letter. For the purposes of the attached General Business Terms & Conditions, the "Client" shall mean Mississippi Phosphates and

its subsidiaries, and "Engagement Agreement" shall mean this engagement letter together with Appendix A and all other appendices hereto.

If the foregoing represents your agreement, please sign the enclosed copy of this letter in the space provided and return it to me; or if you have any questions, please call me at 512.527.4111. By signing this letter, you represent and warrant that Client has the authority to enter into this engagement letter on behalf of itself and its subsidiaries, subject to court approval. We very much appreciate this opportunity and look forward to working with you on this matter.

Very truly yours,

Deloitte Transactions and Business Analytics LLP

By:


Jonathan J. Nash

Agreed and Accepted by:

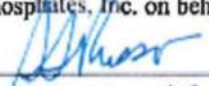
Mississippi Phosphates, Inc. on behalf of itself and its subsidiaries

By:

Name:

Title:

Date:


STEPHEN S. RUSSO
CEO
11/10/14

Agreed and Accepted by:


Board of Directors of Mississippi Phosphates, Inc.

By:

Name:

Title:

Date:


STEPHEN S. RUSSO
BOARD MEMBER
11/10/14

Appendix A

GENERAL BUSINESS TERMS & CONDITIONS

1. **Services.** The Services under the Engagement Agreement will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. DTBA, including the CRO, will not make any decisions on behalf of Client in connection with the implementation of auditing standards, internal controls, or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or other regulatory body.
2. **Payment.** Client will compensate DTBA under the terms of this Engagement Agreement for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. DTBA's invoices are due upon receipt. Client shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for DTBA's personnel or on DTBA's income or property. In addition, DTBA will be compensated for any time and expenses (including reasonable legal fees and expenses) that DTBA may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, arbitration, or other proceedings (including those unrelated to the matters that are subject to this engagement) as a result of or in connection with the Services or this Engagement Agreement. If payment is not received within thirty (30) days of receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law and (ii) DTBA may also suspend or terminate the Services. In the normal course of business, DTBA revises its hourly rates to reflect changes in responsibilities, increased experience, and increased costs of doing business. Changes in hourly rates will be noted on the invoices for the first time period in which the revised rates became effective. Notwithstanding the foregoing, if Client fails at any time or for any reason to pay any amounts due under this Engagement Agreement, then DTBA may immediately apply the Retainer to such unpaid amounts without prior notice to Client.
3. **Term.** This engagement may be terminated by DTBA or Client at any time, with or without cause, by giving written notice to the other party before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. DTBA may terminate the performance of any part of the Services, upon written notice to Client, if DTBA determines that performance of any part of the Services would be in conflict with law, or independence or professional rules.
4. **Limitation on Warranties.** This is a services engagement. DTBA warrants that it shall perform the Services in good faith and with due professional care. **DTBA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Limitation on Damages and Actions; Indemnification and Insurance.**
 - a) DTBA, its subsidiaries and subcontractors, and their respective personnel, including the CRO, shall not be liable to Client or members of the Board for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by Client to DTBA pursuant to this engagement, except to the extent resulting from the bad faith or intentional misconduct of DTBA or its subcontractors. In no event shall DTBA, its subsidiaries and subcontractors, or their respective personnel, including the CRO, be liable to Client or members of the Board for (1) any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), (2) any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement or (3) any third party products or services procured by Client, whether or not the CRO, acting as such, had a role in procuring such third party product or service. Client's exclusive remedy with respect to such third party products and services shall be against such third party. The agreements contained in this Engagement Agreement for the benefit of the CRO shall not be deemed exclusive of any other rights to which he or she shall be entitled as an officer of Client under Client's applicable insurance policies, corporate charter or by-laws, under applicable law or otherwise.
 - b) Client shall indemnify and hold harmless DTBA, its subsidiaries and subcontractors, and their respective personnel, including the CRO, from all Claims, except to the extent resulting from the bad faith or intentional misconduct of DTBA or its subcontractors. In addition to the above indemnification, the CRO will receive the benefit of the most favorable indemnification and exculpation provisions provided by Client to its directors, officers and similar employees pursuant to Client's corporate charter and by-laws, by contract, by applicable law or otherwise.
 - c) In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of DTBA, its subsidiaries and subcontractors, and their respective personnel, including the CRO, for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of DTBA and its subcontractors bears to all other conduct giving rise to such Claim.

- d) Client agrees that it shall take such actions as are necessary to have the CRO specifically covered as an officer under Client's existing director and officer liability insurance policy. Client shall maintain such insurance coverage for the CRO for such period as claims may be made against the CRO. Client shall provide DTBA with a certificate of insurance and any other documents requested by DTBA, including any applicable corporate documents, evidencing such coverage prior to the commencement of the Services, and such documents and coverage shall be satisfactory to DTBA in its sole discretion. Client shall also provide DTBA with reasonable advance written notice of cancellation or nonrenewal of such insurance coverage or material change in policy terms, provided, that DTBA shall have the right to terminate this Engagement Agreement in the event that such insurance coverage does not remain satisfactory to DTBA in its sole discretion.
- e) Client's indemnification obligations and insurance coverage in this Section 5 provided for the benefit of the CRO shall be primary with respect to, and without any allocation against, any similar indemnification and other insurance coverage that may otherwise apply to such CRO, whether provided by DTBA or otherwise.
- f) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

6. Client Responsibilities, Third Party Information, Assumptions and Limitations on Services.

- a) Client shall cooperate with DTBA, including the CRO, in the performance of the Services, including, providing DTBA with reasonable facilities and timely access to data, information, and personnel of Client and the Board. Client and the Board, as applicable, shall be solely responsible for, among other things, (1) the performance of its personnel and agents, (2) making all management decisions, performing all management functions, and assuming all management responsibilities (including, any decision of the Board to pursue any particular restructuring proposal), except those specified in this Engagement Agreement as being the responsibility of the CRO, (3) evaluating the adequacy and results of the Services, (4) accepting responsibility for the results of the Services, (5) the accuracy and completeness of all data and information provided by or on behalf of Client to DTBA, including the CRO, for the purpose of the performance of the Services and (6) establishing and maintaining internal controls over financial reporting, including monitoring ongoing activities, identifying the laws and regulations applicable thereto and ensuring compliance therewith. Any communications by DTBA, including the CRO, concerning Client's controls will be incidental to the purpose of this engagement, and will require the Board's independent assessment. DTBA, including the CRO, has not been engaged to perform an evaluation of internal controls and procedures, and DTBA, including the CRO, will not express an opinion or other form of assurance with respect to Client's internal control systems. DTBA's performance (including the performance of the CRO) is dependent upon the timely and effective satisfaction of Client's and the Board's responsibilities hereunder and timely decisions and approvals of the Board in connection with the Services. DTBA, including the CRO, shall have no responsibility for acts or omissions arising as a result of having relied upon information, representations, or books and records provided by or on behalf of Client that are inaccurate or incomplete. DTBA, including the CRO, shall be entitled to rely on all decisions and approvals of Client and the Board. With respect to the data and information provided by Client to Consultant or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.
- b) If DTBA is provided with access to or use of Client's facilities outside of the United States for the purpose of performing the Services such facilities may not be dedicated solely for DTBA's use, and DTBA will not be deemed a tenant of Client with respect to such facilities.
- c) While DTBA may assist in the development of certain quantitative financial models, Client acknowledges and agrees that it will take sole responsibility for all aspects of, and making all judgments and decisions in connection with, any such models developed in connection with the Services, including the underlying assumptions, inputs, formulas, and calculations, and all model outputs, including any financial projections or related computations or calculations. Without limiting the foregoing, financial forecasts are the responsibility of management of Client. In this regard, management of Client is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of its forecasted results, and DTBA, including the CRO, has no responsibility therefor or for the achievability of the results forecasted.
- d) Client agrees that although the Services may include access to the work of Client's other professional advisors, or to financial statements or financial information or data reported on by such other professional advisors, such access is not for the purpose of affirming or evaluating the procedures or professional standards used by such other professional advisors.
- e) In connection with the Services, including providing the CRO, DTBA shall be entitled to assume, the accuracy and completeness of any and all information and assumptions provided to DTBA, including the CRO, by or on behalf of Client for purposes of the performance of the Services. DTBA will not audit or otherwise verify such materials. The Services cannot be relied on to disclose errors or fraud should they exist. Accordingly, the Services will not result in the issuance of any written or oral communications by DTBA, including by the CRO, to Client or any other person or entity expressing any opinion, conclusion, or any other form of assurance with

respect to, among other things, accounting policies, financial data, financial statements or related footnotes, appropriate application of generally accepted accounting principles, disclosure, operating or internal controls, compliance with the rules and regulations of the Securities and Exchange Commission or the Public Company Accounting Oversight Board, compliance with the Sarbanes-Oxley Act of 2002 or related rules and regulations or any other matters.

- f) The Services to be performed by DTBA, including having its personnel act as the CRO, will not include, and should not be interpreted as providing, any predictions or provide any opinions or other assurances concerning the outcome of future events, including, without limitation, those that pertain to the operating results of any entity, including Client, the achievability of any business plan, the success of any investment, the recovery of any asset or the ability to pay any debt. Client and the Board expressly acknowledge that DTBA, including the CRO, does not guarantee, warrant, represent or otherwise provide any assurance that (i) a restructuring proposal, transaction or similar plan can be formulated or would be advisable for Client; (ii) any restructuring proposal, transaction or similar plan, if formulated, will be better for Client than any other restructuring proposal, transaction or similar plan; (iii) any restructuring proposal, transaction or similar plan, if formulated, will be acceptable to Client's creditors, shareholders or other stakeholders or (iv) Client will restructure successfully. Additionally, DTBA and the CRO are not responsible for any decision of Client or the Board to pursue or not pursue any particular restructuring proposal, transaction or similar plan or any portion thereof.
7. **Force Majeure.** No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including disability or death of the CRO, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
8. **Independent Contractor.** Each party hereto is an independent contractor and no party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, or representative. Except as otherwise provided herein, no party shall act nor in any manner assume or create any obligation on behalf of the other, except that the CRO may do so within the scope of the Services or as otherwise provided in this Engagement Agreement (subject to Board approval as may be required under or specified in this Engagement Agreement). All professional staff, including any partners, principals or directors of DTBA serving in the role of CRO, shall remain partners, principals or employees, as applicable, of DTBA during this engagement and may provide services to other clients in matters unrelated to Client while performing the Services.
9. **Confidentiality and Internal Use.**
- a) All Services and deliverables shall be solely for Client's benefit, and are not intended to be used by any person or entity other than Client. Client shall not disclose the Services or such deliverables, or refer to the Services or such deliverables in any communication, to any third party, without DTBA's prior consent. Notwithstanding the foregoing, Client and DTBA may disclose that a DTBA partner, principal or director is acting in the role of CRO. Client, however, shall not be prohibited from creating its own materials (which may include materials created by the CRO in connection with the performance of such role) based on the content of such Services and deliverables or work product and using and disclosing such Client-created materials for external purposes, provided that Client does not, expressly or by implication, in any manner whatsoever, attribute such materials to DTBA or otherwise refer to or identify DTBA in connection with such materials. Client understands and agrees that DTBA, including the CRO, is not an expert under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, and will not consent to be a named expert in any Client filings with the SEC under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, or otherwise.
- b) To the extent that, in connection with this engagement, either Client or DTBA (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (1) to contractors, whether located within or outside of the United States, in connection with this Agreement or the Services and that have agreed to be bound by confidentiality obligations similar to those in this Section 9(b); (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (3) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party, (iii) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party hereunder. Nothing in this Section 9(b) shall alter Client's obligations under Section 9(a). DTBA, however, may use and disclose any knowledge, and ideas acquired in connection with the Services, to the extent that they are retained in the unaided memory of its personnel. Notwithstanding the foregoing, the CRO shall be permitted to make disclosures of confidential information of Client in connection with the performance of the Services as he or she determines in his or her discretion are necessary or appropriate.

10. Disclosure of Relationships.

- a) DTBA cannot assure that, following the completion of its internal conflict search, an engagement for or involving, among others, Client's creditors, vendors, customers, owners, competitors, adverse parties, potential acquirers or investors, or other parties-in-interest or their respective attorneys, accountants or advisors will not be accepted by DTBA or its affiliates, or any of the member firms of Deloitte Touche Tohmatsu Limited, or entities affiliated with such member firms (such member firms and affiliates thereof, "DTTL Member Firms"). Client agrees that it will timely inform DTBA of all of its financial interests, bank accounts, pension and other employee benefit plans, insurance providers, significant creditors and vendors and other of Client's parties-in-interest or of additions to, or name changes for, such parties whose names were previously provided by Client.
- b) Client acknowledges that it may currently or in the future have business relationships with third parties, which may include Client having financial interests in such parties, that are attest clients of Deloitte & Touche LLP and/or DTTL Member Firms or are affiliates of attest clients of Deloitte & Touche LLP and/or DTTL Member Firms (collectively, "Third Parties"). If DTBA determines that any of these business relationships impairs or potentially impair the independence of Deloitte & Touche LLP and/or any DTTL Member Firm with respect to any Third Parties under applicable laws, rules or professional standards relating to auditor/accountant independence, the CRO shall be permitted, and have the authority, to modify or terminate such business relationships, to the extent necessary to avoid impairing the independence of Deloitte & Touche LLP and/or any DTTL Member Firms with respect to such Third Parties. The CRO shall provide written notice to the Board of the independence issue (to the extent not confidential) and [his/her] intent to resolve such actual or potential impairment to independence and the manner in which such impairment would be resolved, to the extent it can be resolved. The CRO will proceed with such resolution [5] business days after providing such notice to the Board unless (i) the issue causing the actual or potential independence impairment is resolved in another manner (DTBA being under no obligation to undertake to resolve the issue other than as proposed in the notice) or (ii) the Board delivers written notice to the CRO terminating this engagement, in each case, prior to the expiration of such 5 business day period. Client shall bear the cost of such resolutions and DTBA, including the CRO, shall not be liable for any such resolutions or any action taken or omitted to be taken by the Board, Client or DTBA, including the CRO, in furtherance of this paragraph.
- c) Client acknowledges that DTBA, including the CRO, DTBA's affiliates, and the DTTL Member Firms may have provided professional services to, may currently provide professional services to, or may in the future provide such services to, Client's creditors, vendors, customers, owners, joint venture partners, competitors, adverse parties in disputes, potential acquirers, or other parties-in-interest or their respective attorneys, accountants or advisors. Client agrees that DTBA, its subsidiaries, subcontractors and their respective personnel, including the CRO, will have no responsibility to Client relating to such professional services, nor any responsibility to use or disclose information DTBA possesses by reason of such services, whether or not such information might be considered material to Client.

- 11. Survival and Interpretation.** All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. No affiliated or related entity of DTBA, or such entity's personnel, shall have any liability hereunder to Client, and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation."
- 12. Assignment and Subcontracting.** Except as provided below, no party may assign any of its rights or obligations (including interests or Claims) relating to this Agreement or the Services without the prior written consent of the other parties. Client hereby consents to DTBA assigning or subcontracting any of DTBA's rights or obligations hereunder to any affiliate or related entity, whether located within or outside of the United States. Services performed hereunder by DTBA's subcontractors shall be invoiced as professional fees on the same basis as Services performed by DTBA's personnel, unless otherwise agreed.

13. Dispute Resolution. Any controversy or claim between the parties arising out of or relating to this Engagement Agreement, or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth below.

- a) *Mediation:* All Disputes shall first be submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.
- b) *Arbitration Procedures:* If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York, New York. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Section 14 (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of the parties shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Section 14. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the governing law set forth in Section 16 in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with this Engagement Agreement, including the limitation on liability provisions contained herein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

- c) *Costs:* Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.
- 14. Entire Agreement, Amendment, and Notices.** This Engagement Agreement constitutes the entire agreement between the parties with respect to its subject matter; supersedes all other oral and written representations, agreements, or understandings relating to such subject matter; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between these terms and the attached engagement letter, these terms shall govern and control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in this Engagement Agreement, unless changed by either party by notice to the other party, and (c) effective upon receipt.
- 15. Governing Law and Severability.** This Engagement Agreement and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). If any provision of this Engagement Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- 16. Nonsolicitation.** During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of another party in the course of this engagement shall not, without such other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of such other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
- 17. Non-exclusivity.** DTBA may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that, DTBA complies with its obligations of confidentiality set forth hereunder.

Appendix B

Excluded Matters

DTBA, including the CRO, shall not provide Services with respect to the scope of Excluded Matters set forth below. You have informed us that *Stephen S. Russo*, the CEO of Client, and the Board of Client will be responsible for making decisions with respect to the Excluded Matters. Mr. Russo will report directly to the Board with respect to the Excluded Matters.

1. Mr. Nash will not lead negotiations with Trammo, Incorporated, nor make decisions related thereto. You have informed us that Steve Russo and the Board of Client will be responsible for these actions.
2. Mr. Nash will not lead negotiations with OCP Office Cherifien Des Ocpangle D'el Jadida, nor make decisions related thereto. You have informed us that Steve Russo and the Board of Client will be responsible for these actions.
3. Mr. Nash will not lead negotiations with Sandler O'Neill, nor make decisions related thereto. You have informed us that Steve Russo and the Board of Client will be responsible for these actions.
4. Mr. Nash will not lead negotiations with Brock Services, Ltd., nor make decisions related thereto. You have informed us that Steve Russo and the Board of Client will be responsible for these actions.


11/10/14