

**MOTLEY RICE LLC AND THE WILBUR SMITH LAW FIRM  
CONTRACT OF INVESTIGATION AND REPRESENTATION**

The City of Sanibel, A Municipal Corporation of the State of Florida (“CITY”) hereby retains and employs the law firm of Motley Rice, LLC (hereinafter “MR”) to investigate and evaluate any and all claims the City may have against BP, Halliburton, or Transocean arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath. If MR concludes the City has valid claims they will proceed to represent us in pursuit of all such claims.

MR has made no guarantee or assurances of any kind regarding my claim’s likelihood of success.

MR has advised me that because the *Deepwater Horizon* disaster began on April 20, 2010, it is safest to assume that the deadline for “presentment” or “presentation” under the Oil Pollution Act of 1990 (“OPA”) Section 1013, 33 U.S.C. § 2713 expired on Friday, January 18, 2013. MR did not have the responsibility or obligation to file a “Presentment Claim” for me prior to January 18, 2013.

I acknowledge that the statute of limitations (hereinafter “SOL”) on my claim may have run prior to my hiring MR and I shall not seek to hold them responsible for any loss of or reduction in my recovery due to expiration of the “SOL” or failure to timely make presentment under OPA Section 1013, 33 U.S.C. § 2713.

MR may take all steps in this matter deemed by them to be advisable for the investigation and handling of the City’s Claim, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary; voting on its behalf in any bankruptcy proceeding or class action relevant to the scope of this representation; endorsing (as my agent) its signature and depositing checks made payable to it into MR’s SC trust account(s) (or its co-counsel’s trust accounts as MR deems appropriate) to process and disburse the proceeds of any recovery on the City’s behalf.

MR has advised the City that they have attorneys working with the Plaintiffs’ Steering Committee in MDL 2179. They further advised the City they support the *Deepwater Horizon* Economic and Property Damages Settlement Agreement as Amended on May 2, 2012 and are participating in the Class Action Settlement process supervised by the court. MR attorney Joseph F. Rice was appointed one of the Class Counsel in the Settlement. The Class Action received final approval by the District Court on December 21, 2012. The City acknowledges that MR is serving as Class Counsel, but that the City is not a part of any class. The City further understands as Class Counsel MR shall apply to the Court for attorney’s fees for their Common Benefit work on behalf of the class and such fees are in addition to and separate from fees The City agrees to pay for MR’s representation of The City. The City agrees to MR seeking such Common Benefit fee.

The City will pay MR attorneys’ fees (“Fees”) of 25% of any gross recovery on its Claim. Such Fees will be calculated based on the gross amount of any recovery prior to the deduction of any expenses. In addition to the Fees noted above, an additional 5% of any gross recovery will be charged as a Fee if any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment. If the City’s Claim is handled through MDL No. 2179, MR will deduct from these Fees any hold back requirement set forth in the BP MDL Court’s January 18, 2012, order, or any subsequent applicable order. Any expenses directly related to and incurred in my claim will be deducted from my share of any recovery on my claim.

The City may accept or reject any final settlement offer after receiving MR’s advice. It will not negotiate or enter any settlement unless a MR representative is present.

If no recovery is made, the City will not owe MR Fees or expenses whatsoever.

MR has associated the Wilbur Smith Law Firm as co-counsel to help handle my Claim. MR will pay the Wilbur Smith Law Firm a share of any Fees the City pays MR. The division of Fees is based upon the fact that MR and the Wilbur Smith Law Firm have assumed joint responsibility, which includes both firms being available to consult with me. The amount of Fees that the City pays will not be increased by co-counsel’s work. MR may associate other co-counsel if MR believes it advisable or necessary, and MR may divide any Fees with such co-counsel. If MR associates co-counsel, the City will be notified in writing of such co-counsel’s identity, the Fee share, and the basis for it. If asked, the City will give its written consent to MR’s choice of such co-counsel and the specific Fee division with co-counsel. The amount of Fees that the City pay will not be increased by the work of co-counsel associated to assist with the handling of my Claim and such co-counsel will be paid by MR out of the Fees the City pays to MR. Any such co-counsel will first conduct a conflict check to ensure there is no conflict with the City. If any such conflict arises such co-counsel will immediately be terminated from the agreement.

Except as provided elsewhere herein, while representing me MR will advance all expenses incurred on the City's behalf in prosecuting its Claim, including, but not limited to, expenses for filing, service of process, court reporters, investigations, expert witnesses, consultants, photographs, postage, delivery, computerized research and reasonable travel and transportation. These expenses will be deducted from its share of any recovery on its Claim after all Fees are calculated and deducted.

Under some circumstances, health insurers, worker's compensation carriers, or others who have paid benefits or provided services on the City's behalf may claim a right to recover a portion of the proceeds of any action brought on my behalf and may place MR on notice of their Claim. Except as may be required by law, MR will not protect any claim of a subrogation carrier or other creditor without the City's consent. If MR receives notice of any such claim, it may be required to hold a portion of any recovery on the City's Claim in trust, and MR may do so.

The City can terminate MR's representation of me at any time by providing written notice to MR at its Mt. Pleasant address. If the City does so prior to the full conclusion of MR's services under this contract, MR has a claim for unpaid litigation expenses and Fees which be due upon receipt by the City or by any successor attorney of recovery proceeds with respect to any remaining portion of the Claim. The City grants MR a charging lien on the proceeds of any recovery on its Claim and authorizes MR to give notice to any person as necessary to enforce this lien. MR may withdraw from representing the City if it determines prosecuting its Claim is not feasible, worthwhile, or meritorious; if the City fails to comply with requests for information in a truthful and complete fashion, submit to one or more depositions, appear at trial, respond promptly to communications, or otherwise fail to cooperate with its attorneys; or for any other reason permitted by the court or applicable rules of professional conduct.

The City will notify MR immediately if its telephone number(s), street address, mailing address or email address changes. If another attorney contacts the City regarding the Claim or asks it to any meeting about it, the City will promptly inform MR.

If any term or provision of this contract is declared or determined by any court to be illegal or invalid such part shall be excluded from this contract, but the validity of the remaining parts, terms, or provisions shall not be affected. This contract constitutes the complete and exclusive statement of the agreement between MR and me regarding my Claim and supersedes any and all prior agreement(s), express or implied, oral or written, between us with respect thereto. This contract cannot be modified except in a writing signed by each party to this contract.

**This contract will not be effective until Motley Rice LLC, the Wilbur Smith Law Firm, and The City have signed below. The City has read and understands this contract and agrees as stated above.**

CITY OF SANIBEL, FL \_\_\_\_\_  
Client

\_\_\_\_\_  
TIN/EIN

By \_\_\_\_\_  
Judith Zimomra, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenneth Cuyler, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Phone Number Cell Number

\_\_\_\_\_  
Mailing Address

**Accepted by Motley Rice LLC:** \_\_\_\_\_  
Attorney's Signature Name Date

**Accepted by the Wilbur Smith Law Firm:** \_\_\_\_\_  
Attorney's Signature Name Date