

CONTINGENCY FEE AGREEMENT

THIS AGREEMENT effective the 23rd day of September, 2025, by and between the **Baldwin County Commission** (Client), and **Maples & Fontenot LLP** (Attorneys):

WHEREAS, Client desires to retain and employ Attorneys for legal services in the collection of a judgment in favor of Client and against Laneville Rock and Backhoe, L.L.C. and Dave J. Wenger.

NOW, THEREFORE, in consideration of these premises, the parties do agree as follows:

1. As compensation for services rendered by Attorneys, Client agrees to pay Attorneys as follows: A contingency fee recovery to Attorneys of twenty-five percent (25%) of any gross recovery, collection, settlement or the like (“gross” defined as principal, accrued interest, and attorney’s fees, less any incurred expenses). In the event of non-monetary recovery or settlement Attorney’s shall be entitled to either an hourly fee or the value of Attorney’s contingency fee based on the fair market value of the non-monetary settlement, whichever is higher. In the event of an appeal, the contingency fee recovery is thirty percent (30%).

2. Client shall prepay costs and expenses to commence litigation or execute on judgments, although at Attorney’s option, it may advance such expenses as he sees fit and such expenses shall be billed as incurred, and if not previously billed will be deducted before calculation of the percentage fee. The advanced expense is required to commence litigation or execute on judgments. Additional defendants, the filing of alias complaints, subpoenas, writs of execution, publication fees, depositions or the like may result in costs in excess of any estimates given and Attorney shall bill Client for such costs prior to incurring same, but Attorney may at his option advance such costs. All funds advanced by Client shall be placed in an IOLTA trust account for each matter and are not attorney’s fees. Upon the conclusion of a referred matter, Attorney’s shall remit to Client any unused trust funds advanced by Client. Attorneys shall make reasonable attempts to recover expenses in the course of recovery or settlement of a matter.

3. Client shall reimburse Attorneys for all court costs, probate recording costs, private processor fees, garnishments, mileage, deposition fees or other out-of-pocket expenses incurred by Attorneys.

4. Upon collection of funds, Attorneys shall disburse Client’s share thereof and furnish Client with a paid invoice for attorney’s fees and other expenses. Upon accounts which are being paid periodically, disbursal shall be made on a regular basis as sufficient funds accumulate (normally monthly).

5. Attorney will not settle Client's claim or judgment without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

6. Cases referred and accepted on an hourly or flat fee basis shall not be governed by this Agreement. Flat fee cases are generally replevin, ejectment and unlawful detainer cases or the like, and

hourly cases are generally bankruptcy cases, probate, corporate and commercial matters. Contingency cases wherein a counterclaim is filed shall be subject to the hourly rate of Attorneys in defense of the counterclaim, which fee shall be in addition to any recovery received in the principal collection matter. In the event of an hourly case, Attorney's shall bill Client on a monthly basis for time and expenses associated therewith and provide a detailed invoicing of time spent on said matter, at such rates as currently exist at such time. Attorney's current hourly rate is \$290.00 an hour. Interest will accrue on any unpaid balances due and owing at the rate of 18% per annum.

7. Client agrees that it will immediately notify Attorneys of any payment arrangement made with a defendant and will implement procedures to prevent employees/branches from accepting payment subsequent to the referral of a judgment for collection, and, more particularly, to prevent acceptance of any payment subsequent to the filing of any suit.

8. Client shall not be obligated under this Agreement to refer any cases and Attorneys shall not be obligated to accept same. Client retains the right to terminate this agreement and to direct Attorney's to terminate any lawsuits being prosecuted on behalf of Client. Upon Client's termination of any Attorney's representation before a recovery is received, for any reason, the Client shall owe Attorney's a fee equal to what would have been earned if Client accepted the highest settlement offer made most recently prior to Client's termination of Attorney's services, or if a non-contingent matter, a fee equal to the hourly rate charged by the firm.

9. Client agrees that Attorneys are not undertaking to represent or give advice with respect to any tax matter or taxability issue regarding any amount that may be recovered in settlement or otherwise.

10. Client represents and agrees that it has authority to enter into this Agreement and it is executed by a duly authorized officer or agent of Client.

IN WITNESS WHEREOF, we do hereunto set our hands and seals this 23rd day of September, 2025.

BALDWIN COUNTY COMMISSION

MAPLES & FONTENOT, LLP

BY: _____

BY: /s/ Gilbert L. Fontenot

ITS: _____

ITS: Partner