

RETENTION AGREEMENT

WHEREAS, the Attorney General has determined that claims should be made against certain persons and/or legal entities which are now or have previously been known as Delphi Corporation (referred to hereinafter as "Delphi Corp" or the "Company"), certain of Delphi Corp's officers, directors and control persons, (referred to collectively hereinafter as "Delphi Corp's officers") and other persons and legal entities which may be discovered in due course (all prospective defendants are referred to collectively hereinafter as the "defendants"), and which have done damages to the lawful citizens of the State of Mississippi and/or are not paying lawful amounts to which the State is entitled (the "Claims") on account of, *inter alia*, making misrepresentations to investors in Delphi Corp securities to defraud the State of Mississippi of monies owed; and

WHEREAS, the Attorney General has determined that the damages incurred by the State of Mississippi total in excess of \$1.7 million, including applicable penalties, legal interest, attorneys' fees, and costs;

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims will require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, accountants, and secretaries who are familiar with the defendants and their tortious and/or otherwise 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 experienced in the prosecution of professional malpractice, securities, tax and tort claims to pursue the Claims; and,

WHEREAS, the below listed Law Firm is experienced in securities litigation and has

consented to represent the State of Mississippi, in association with the Attorney General, 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 Bernstein Litowitz Berger & Grossmann LLP ("BLB&G" or the "Firm"), and its principal member, Douglas McKeige is hereby designated as the Special Assistant Attorney General to investigate, research and file the Claims in any appropriate Court or Courts or before any appropriate governmental agency.
2. The Attorney General does not relinquish his 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. BLB&G shall consult with the Attorney General and obtain his approval on all material matters pertinent to these Claims and any litigation arising therefrom, and the Attorney General shall cooperate with the Firm and use his best efforts to secure the cooperation of other State agencies. Prior to initiating inquiries or demands to any persons or entities, the Attorney General and BLB&G will agree upon entities to be contacted and/or claims to be pursued; the Firm will thereafter be entitled to its reasonable fees and expenses, as provided below, on any recovery from such agreed-upon entity or claims, discovered as a consequence of the Firm's inquiry/demand. The Attorney General is not required, however, to assign any members of his staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate a member(s) of his staff to monitor these Claims, and BLB&G shall keep the Attorney General and his designated staff member(s) fully informed on all matters pertaining to the Claims.
3. The Attorney General and BLB&G 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.

4. 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.

5. Notwithstanding the potential difficulties, BLB&G has agreed to represent the State, and the Attorney General hereby agrees that the Firm will be compensated for its efforts at the lesser amount agreed upon any of the joint lead plaintiffs, that ordered by the Court, or that agreed upon after the trial or settlement proceeds for the class, or the following basis:

A. Fee Agreements:

Exhibit A - Retention Agreement - Matter Settled Prior to Initiation of

Litigation

Exhibit B - Retention Agreement - Matter Resolved After Initiation of Litigation

B. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Attorney General, shall initially be borne entirely by the Firm, but shall be reimbursed from any gross recoveries from the pursuit of such claims on a case-by-case basis;


C. BLB&G shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized, the Firm shall receive no compensation or reimbursement.

6. With the approval of the Attorney General, BLB&G may associate other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other

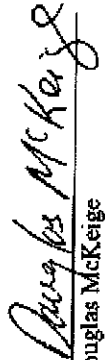
attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Firm's commitments delegable without the express, written approval of the Attorney General.

DATED this 21st day of February, 2006.

ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI

By: 
Jim Hood, Attorney General *by/ison*

BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP

By: 
Douglas McKeige

Attachment A
(Retention Agreement)
(Matter Settled Prior to Initiation of Litigation) *

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

15%; then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

13%; then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

7%; then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

4%; then in addition;

For all those sums greater than \$500,000,000.00:

2%; then in addition;

For all those sums greater than \$1,000,000,000.00:

1%

* Due diligence and good faith must be exercised to settle this matter prior to filing a complaint, or before any significant discovery initiated.

Attachment B
(Release Agreement)
(Matter Resolved After Initiation of Litigation)

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

After filing complaint before discovery completed: 17%
After filing complaint after discovery complete awaiting trial: 20%
After commencement of trial: 25%

then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

After filing complaint before discovery completed: 15%
After filing complaint after discovery complete awaiting trial: 18%
After commencement of trial: 21%

then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

After filing complaint before discovery completed: 10%
After filing complaint after discovery complete awaiting trial: 14%
After commencement of trial: 18%

then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

After filing complaint before discovery completed: 6%
After filing complaint after discovery complete awaiting trial: 8%
After commencement of trial: 10%

then in addition;

For all those sums greater than \$500,000,000.00:

After filing complaint before discovery completed: 3%
After filing complaint after discovery complete awaiting trial: 4%
After commencement of trial: 5%

then in addition;

For all those sums greater than \$1,000,000,000.00:

After filing complaint before discovery completed: 2%

After filing complaint after discovery complete awaiting trial: 3%

After commencement of trial: 4%