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June 25, 2019

Board of Directors
Indian Lake Owners Association

Re: Engagement of Winstead PC (the "Firm") by Indian Lake Owners Association ("You" or "you")

Dear Board of Directors:

Thank you for engaging the Firm to represent Indian Lake Owners Association. We appreciate the opportunity to provide your community with association legal services. This letter and the attached Standard Terms of Engagement for Legal Services ("**Standard Terms of Engagement**") (collectively, the "**Engagement Letter**") form the agreement under which the Firm will represent you. Please be aware that we may not commence work on your behalf until this letter has been signed and returned to us.

Specifically, the following terms and provisions apply to this engagement:

1. As explained in the attached Standard Terms of Engagement, you agree to pay the Firm's invoices for legal services and expenses. All legal fees will be charged on an hourly basis. The current reduced attorney hourly rate for association services is in the range of \$225.00 to \$380.00. The current paralegal hourly rate for association services is \$100.00 to \$225.00. Certain tasks will be performed for the fixed fees established for the Firm's association clients. All other matters shall be billed at the Firm's reduced association hourly rates.
2. In addition to the fee described above, you will be responsible for the Firm's regular charges and expenses incurred in connection with this engagement, as set forth in the Standard Terms of Engagement.
3. The Firm will provide you an invoice for services, expenses and charges on the earlier to occur of the conclusion of this engagement or as soon as possible following the end of each calendar month until such time as this engagement is completed. The Firm will endeavor to deliver these invoices to you on or about the 30th day of the month following the month in which the services were rendered and expenses or charges incurred. **Payment of the amount reflected on each invoice is due upon receipt of invoice.**
4. The scope of the Firm's engagement is limited to representation in connection with pertinent legal services relating to homeowner's association matters, including but not limited to: (1) general counsel advice and counseling; (2) collection and restrictive covenant enforcement activities; (3) litigation which may arise in connection with the foregoing; and (4) any other homeowner's association matters which arise from time to time for which you may request the Firm's services, but for which no new engagement agreement shall be required. The Firm is not responsible for securities or tax filings, sub-chapter S elections, tax planning or structuring, intellectual property matters and/or banking and

credit matters. However, should you desire to enlarge the scope of this engagement, we welcome the opportunity to discuss possible additional representation with you.

Additionally, the Firm regularly represents owners and developers of real property in seeking certain entitlements including but not limited to: zoning changes, variances, economic incentives, infrastructure requirements and fees, building permits and other development related services ("Developer-Clients"). In the instance where the Firm is representing a Developer-Client that is seeking additional development rights, relief or incentives from a governmental authority in the vicinity of your project that may be opposed by residents of your community, please note that the Firm's representation of you shall in no way prevent the Firm's representation of such a Developer-Client. Furthermore, you hereby agree and acknowledge that if you or residents of your community decide to take a position adverse to such development, the Firm may elect to terminate its representation of you and continue to represent the Developer-Client.

Again, thank you for allowing the Firm to be of service to you. If you approve of this Engagement Letter, please sign it and return the original signed letter to me. I have enclosed a copy of this letter for your files.

Sincerely,
WINSTEAD PC

By: Alex S. Valdes
Robert D. Burton, Shareholder
Alex S. Valdes, Shareholder
Authorized Signatories

AGREED TO AND ACCEPTED:

By: _____

Printed Name: _____

Print Title: _____

Dated: _____

WINSTEAD PC

**Standard Terms of Engagement for Legal Services - General
("Standard Terms of Engagement")**

This Standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of Winstead's Representation. The legal services that we will provide are limited to the matters described in the accompanying letter. Unless set forth in the attached letter, our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC), or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC. It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to in the accompanying letter. It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform.

Approach to Providing Services. Each client is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. You are free to request a change of Client Relationship Attorney at any time. Subject to the supervisory role of the Client Relationship Attorney, the work or parts of it may be performed by other lawyers and support personnel in the Firm. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call our Chief Executive Officer at 214.745.5400, or our Executive Director at 214.745.5400.

Services We Expressly Do Not Provide. Members of our law firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you acknowledge and confirm that this engagement of the Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

You also understand that, in the course of such public service, these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your business interests. You acknowledge that such events are not

conflicts of interest or ethical violations of the Firm's duties to you as a client. You further acknowledge that in the course of the Firm's engagement by other clients expressly for lobbying any governmental body at the federal, state, county, or municipal level, we could be advocating positions or attempting to achieve outcomes or results for such clients that adversely affect you or your industry (often without our knowledge). You agree that the engagement of the Firm for the legal services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken in a lobbying role which would be detrimental to you or your industry.

Potential Conflicts. Because we represent many other companies and individuals, it is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to your material disadvantage.

Advice about Possible Outcomes. We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Client Responsibilities. You agree to pay our invoice for services and expenses as explained below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information and documents relevant to our representation.

Fees. We will bill you on a regular basis, normally each month, for fees, disbursements and charges. You agree to make payment upon receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our billing rates are subject to change from time to time. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If we provide an estimate, it should not be construed as a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. In undertaking representation of a client on a contingent fee basis, any such contingent fee arrangement must be reflected in a written contingent fee agreement.

If you disagree with the fees or expenses on any invoice, please contact the Client Relationship Attorney or our Executive Director immediately. If you do not report a concern about the fees to us within 60 days after receipt of an invoice, then it will be presumed that the fees were reasonable and the services provided were necessary. We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursements and Charges. We will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, computerized research services, and the use of our facsimile, laser printing, and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the Firm.

We may disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. We may also submit bills and invoices to you for payment to vendors directly.

Retainer and Clients' Funds. If the attached letter requires the payment of a retainer, you grant us a security interest in the retainer deposit. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation, the remaining

balance will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, you may request that the deposit be placed in a segregated interest-bearing account. When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account (which does not earn interest) maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Termination of Engagement. You may at any time terminate our services and representation upon written notice to the Firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to terminate our representation of you at any time by providing advance written notice to you. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expenses and charges unless a court orders otherwise. We may retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

2019 Flat Fee Schedule

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| Account Verification and Initial Setup | \$20 |
| Initial Notice Letter – Chapter 82 or Chapter 209 Compliant Legal Notice (includes intake and review of records and billing information, status report, preparation of initial notice of debt and certified/first-class mail service to delinquent owner) | \$100 |
| Optional Notice of Delinquent Account and Demand for Payment (Includes additional online property research regarding ownership, calculation and verification of balance due, preparation of correspondence and certified mail service to delinquent homeowner) | \$125 |
| Assessment Lien, Recording, Legal Notice (includes preparation of a Notice of Assessment Lien and preparation of second demand letter and certified mail service of both documents to delinquent homeowner; as well as preparation of a Notice of Delinquent Assessment Payment upon full payment by homeowner after a Notice of Assessment Lien has been Recorded) (recording fees are billed separately) | \$250 |
| Third Demand for Payment and Notice of Intent to Foreclose Assessment Lien (includes online property research, calculation and verification of balance due, preparation of third demand letter and certified mail service of both documents to delinquent homeowner) | \$60 |
| Preparation of a Pre-Approved Payment Plan (applies only in circumstances where the Association has pre-approved the use of a standard payment plan. Otherwise, any negotiations or telephonic communication with a homeowner or the Association regarding approval and preparation of a payment plan will be billed at the applicable hourly rates) | \$150 |

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| Restrictive Covenant Enforcement Matters | |
| Notice of Violation letter (1st letter)* (preparation of violation letter and certified mail service to owner) | \$200-250 |
| Final Notice of Violation letter (2nd letter)* (preparation of violation letter and certified mail service to owner) | \$125 |
| Notice of Violation w/ Draft Lawsuit (threatening to file suit w/in 5 days w/o compliance)* (preparation of violation letter and lawsuit; prepare certified mail service to owner) | \$350 |
| <p><i>*Typically, the violation letter process will involve intake of the complaint, a review of prior notices that have been sent to determine the extent to which further cure options and hearing opportunities should be provided, review of the Declaration and Community Rules with regard to covenants, notice procedures, and fines. In addition, the correspondence and file documents are reviewed by legal staff and counsel before being transmitted by Certified or Registered Mail.</i></p> | |

Morgan - paralegal - approx \$125 for letter

Zoom -