The Law Office of
Margaret Uhlig Pemberton
512-656-0908
pemlaw@utexas.edu

August 27, 2026

Judge Bryan Wilson
Burnet County Commissioners Court
Via email

This Engagement Agreement ("Agreement") amends and supplements the Letter of Agreement (Agreement) between The Law Office of Margaret Uhlig Pemberton ("the Firm") and the Burnet County Commissioners Court (the Client) dated July 29, 2025 as well as the terms of representation as set forth below. Unless modified in writing by mutual agreement, these terms will be an integral part of my Agreement with you. Therefore, I ask that you review this Agreement carefully and contact me promptly if you have any questions. Please retain this Agreement in your file.

Identity of Client. The firm will be representing the interests of Burnet County, Texas ("County" or "Client") and its governing body, the Commissioners Court of Burnet County, Texas ("Commissioners Court").

Attorney. Margaret Uhlig Pemberton is engaged by Client as your attorney and will be the attorney who will perform legal services on your behalf.

Scope. You should have a clear understanding of the legal services I will provide. I will provide services related only to matters as to which the firm has been specifically engaged. Although in the future I may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described for this representation in **Exhibit A.** I will at all times act on your behalf to the best of our ability. Any expressions on my part concerning the outcome of your legal matters are expressions of my best professional judgment but are not guarantees. Such opinions are necessarily limited by my knowledge of the facts and are based on the state of the law at the time they are expressed. I cannot guarantee the success of any given matter but will strive to represent your interests professionally and efficiently.

Fees for Legal Services. My charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved, and the results obtained. Unless otherwise indicated in writing, my fees for legal services are determined on the basis of my hourly rate. I adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. I will notify you in writing if this fee structure is modified. My agreed billing rate is **$350 per hour**, which is a discount from my **normal rates of $500-$650** per hour. I am agreeing to this discounted rate as I am a resident of Burnet County and want to assist Burnet County in this matter.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, transcripts, filing and other court costs, and the like) incurred by me in connection with my representation of you will be billed to you as a separate item on your statement.

Billing Procedures and Terms of Payment. My billing period begins on the 1st of the month and ends on the on the last day of the month. I will render periodic invoices to you for legal services and expenses. I usually email these periodic invoices on or shortly after the 1st day of the month following the month in which the charges were incurred. Each invoice is due with 45 days of receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 45 days of its stated date. I will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that I submit to you for payment, please contact me at your earliest convenience so that I may resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate my employment upon written notice to us, and if you do, I will immediately cease to render additional services. I reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow my advice and counsel, or otherwise fail to cooperate reasonably with me, I reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, by either of us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although I generally attempt to retain for a reasonable time copies of most documents in my possession related to the matter(s) described for this representation in **Exhibit A,** I am not obligated to do so indefinitely, and hereby expressly disclaim any responsibility or liability for failure to do so. I generally email you copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that I will destroy such materials in accordance with my Firm's record retention policy, which is 7 years after completion of our work relating to this engagement unless and to the extent a legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. I also reserve the discretion to retain records of pertinent documents relating to my ongoing representation of a client. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify me. I am happy to provide you with a USB of all documents that I have in my possession relating to my representation of you at the end of my representation of you in this matter.

Fee Estimates. I am often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. I do my best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which I have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates I make will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to choice of law provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Burnet County, Texas, United States of America. All documents attached to this Agreement are incorporated by reference and a true and correct copy of this fully executed Agreement (including copies of signatures) is effective as an original.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, I hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of this agreement, please feel free to raise those questions. I want to proceed in my work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies and encourage an open and frank discussion of any or all of the matters addressed in this Agreement.

Acceptance of Terms. If this Agreement is acceptable to the Commissioners Court, please sign the enclosed duplicate originals of this Agreement and then return a fully executed copy of the Agreement to us at your earliest convenience. I appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Thank you,

The Law Office of Margaret Uhlig Pemberton

Margaret Pemberton

Margaret Uhlig Pemberton

AGREED AND ACCEPTED:
THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS

By: _____

Honorable Bryan Wilson, County Judge
Burnet County, Texas
Date: _, 2026
September 8, 2026

EXHIBIT A - SCOPE OF SERVICES
The Law Office of Margaret Uhlig Pemberton

This Agreement provides that our relationship and my legal representation is limited to representing and counseling the County as follows:

The scope of this Agreement includes legal representation provided to the County, as needed, in representing Burnet County in the 765kV transmission lines that are planned to be built Electric Delivery Company, LLC ("Oncor") and LCRA Transmission Services Corporation ("LCRA TSC") (collectively, Joint Applicants) through Burnet County, TX. The representation will include advice and strategy before Joint Applicants file their Joint Application at the Public Utility Commission of Texas, as well as representing the County in the proceeding, now known as Docket 59315 Joint Application of Oncor Electric Delivery Company, LLC and LCRA TSC to Amend Their Certificates of Convenience and Necessity for the Bell County East Switch to Big Hill Substation 765kV Transmission Line Project in Bell, Burnet, Concho, Coryell, Lampasas, Llano, Mason, McCulloch, Menard, Milam, Mills, San Saba, Schleicher, Tom Green and Williamson Counties. Representation will cease upon the Final Order of the Public Utility Commission of Texas, or other time agreed-to by Client and Firm.

EXHIBIT B - EXPENSES

The Law Office of Margaret Uhlig Pemberton

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged
Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long-distance charges, fax charges, and computerized legal research data charges.

Delivery Services
Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm.

Postage
The Firm will charge rate it is charged for postage. The Firm will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints
The Firm does not charge for copies unless they exceed 50 copies. Examples of such copies may be for exhibits in proceedings, or for other reasons when voluminous copies are required. If more than 50 copies are required, they will be charged at the rate the copying service charges.

Telephone Charges
Only telephone toll charges for conference calls or international calls are charged, and those charges are billed at the same amount billed to the firm by the outside provider.

Travel
The Firm will not charge time spent traveling on behalf of Client, unless the travel is more than two hours. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation of such costs will be included with the bill.

Other Expenses
Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged or agreed in advance. If the firm agrees to pay outside providers, the reimbursement cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees (transcripts), filing fees, newspaper charges for publication notices, expert witness fees, consultants, and other similar expenses.

EXHIBIT C – VERIFICATIONS
The Law Office of Margaret Uhlig Pemberton

By signing below, The Law Office of Margaret Uhlig Pemberton hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, and other authority, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

2. Pursuant to Texas Government Code, Chapter 2252, as amended, and other authority, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not engage in business with (i) Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or in Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) a company, organization, or country listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code, as amended, and other authority, the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 227 4 of the Texas Government Code, as amended, and other authority, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code. For purposes of this paragraph, "Company" is defined by 2274.001(2) of the Texas Government Code.

Furthermore, Attorney has no family members working for or with Burnet County. Attorney is not aware of any conflicts with her representation of Client.

This Verification is incorporated and made a part of the Engagement Agreement between the Law Office of Margaret Uhlig Pemberton and Client.



BY:_____

Margaret Uhlig Pemberton