



ATTORNEYS AT LAW

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Austin, TX 78701
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Alan M. Glen
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aglen@nossaman.com

December 4, 2018

Via Email to jllamas@generationalcommercial.com
RR Campus, LP
Attn: Joseph G. Llamas
P.O. Box 161146
Austin, Texas 78716

Re: Engagement and Fee Agreement for Legal Services

Dear Mr. Llamas:

We are very pleased to have the opportunity to provide legal services to RR Campus, LP ("Client"). (The terms "you" and "yours" as used in this letter shall refer to the Client). We expect that these services will be provided principally by attorneys resident in our Austin office, although we may call upon attorneys in our other offices to provide advice or assistance on your matter if appropriate. This letter will serve to record our agreement of the terms and conditions of our representation only after completing a review of all conflicts and credit, and acceptance of the engagement by Firm Management.

1. Client has asked us and we agree to represent Client with respect to advice on environmental issues relating to a real property development located in Williamson and Travis Counties, Texas.

2. Client agrees that RR Campus, LP is our Client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless we expressly agree to do so in writing. Further, our representation of a corporation, partnership, joint venture, association, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint ventures, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity. The attorney-client privilege is solely between the Client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

3. We understand that we are being retained only by the Client. We have performed our conflict check based upon the information you the Client provided to us. You agree that we are not bound to avoid conflicts with any other entities that you have not identified to us.

4. As we have discussed, we currently represent and in the past have represented Williamson County ("WilCo") and the Williamson County Conservation Foundation ("WCCF") in

connection with various matters, including matters that may indirectly relate to the approval process for this matter. The legal services you have asked us to perform may be adverse to WilCo and the WCCF. As a result, any services you ask us to perform while continuing to represent WilCo and the WCCF in other matters creates a conflict of interest.

We do not believe that our representation of WilCo and the WCCF in matters not directly related to your matter will adversely affect our relationship with or representation of you. You hereby affirm your consent to our representation of WilCo and the WCCF in matters not directly related to you, in which we currently represent WilCo or the WCCF or may in the future be asked to represent WilCo or the WCCF. You also hereby agree that the disclosure of information to you by the Firm, or alternatively, to us by WilCo or the WCCF, will not constitute, or be deemed to be, a waiver of any privilege, and you agree that we will have no obligation to disclose to you any confidential information either obtained by us from WilCo or the WCCF, or otherwise obtained or learned by us in the course of your representation.

In the unlikely event that litigation arises between you, WilCo or the WCCF with respect to this matter, we hereby agree not to represent any of such parties with respect to that litigation, and all parties will be required to proceed with counsel other than the Firm with respect to the litigation, but we may continue to represent you with respect to all other aspects of this matter. If any other event occurs in the future which, under the applicable Rules of Professional Conduct, may require our withdrawal from further representation of all or any of the parties herein, we agree to bring it to your attention, so that you can be informed and make any steps as may be necessary or appropriate to protect your interests.

By counter-signature of this letter as indicated below, we are also seeking WilCo and the WCCF's written confirmation of their consent to our representation of you for this matter.

5. On matters covered by this agreement, we agree to provide such legal services as we determine are reasonably required to represent Client; to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention; and to respond to your reasonable inquiries. The Firm's lawyers have no obligation to share information, even information material to the representation, if that information was learned while representing other clients and is confidential to those other clients. You agree to cooperate with us, to keep us informed of developments, to abide by this agreement and to pay our statements for services in accordance with the provisions below.

6. Our fees for services provided to you pursuant to this agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal and clerk rendering services on your matters. Our statements for services will provide you with a description of the services performed, the date they were performed, the time devoted to your matters and the specific hourly rate of the attorney, paralegal or clerk that performed the services on your behalf.

7. The hourly rates of individuals who are currently expected to perform services with respect to your matters are set forth on Attachment A hereto and will generally be recorded and billed in one tenth hour increments. If other personnel are asked to perform services, you will be informed of their billing rates on the first statement following their initial service. We

expect that the attorneys listed on Attachment A will render the bulk of the services. From time to time, our rate structure in general, or the rates of particular attorneys, paralegals or clerks, may be increased. If so, you will be advised of the new rates. The new rates shall apply to all work performed after you have been advised of the new rates.

8. Our hourly rates apply to all time spent on your behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; conferences; preparing for and conducting trials and appeals; travel time; conferring with other attorneys in our Firm, or with witnesses or attorneys also involved in the matter; and such other services of a professional nature as this engagement may require.

9. We will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal services. You agree to pay for these items in addition to our fees for legal services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters' fees; witness fees; experts' fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

External costs and expenses are charged at our cost, including computerized research. Where the Firm maintains a fixed subscription contract with a vendor for computerized research, you will be charged for the actual cost incurred by the Firm during the given month which often results in substantial discounts of the vendor's regular rates. We will not charge you for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and we obtain your agreement in advance. We will not add a "handling" charge for costs and expenses incurred on your behalf.

10. We are not required to advance payment for any external expenses. If for any reason we advance a payment for external expenses, you agree to promptly pay our invoices with those charges. In addition, we may submit those charges directly to you and ask that you pay such charges directly to the vendors, in a timely manner. If you do not make timely payments to vendors, we reserve the right to pay those vendors on your behalf and include such charges in our statements and require reimbursement from you. It is important that vendors be promptly reimbursed so that we can retain good professional relationships with those vendors.

11. Our files for work prepared pursuant to this agreement are your property. We will release our files for work performed pursuant to this agreement to you or to anyone else you designate upon your written request delivered to the attorney in charge of this matter. However, you agree that we may, in our sole discretion, copy all or any portion of the file and charge the copying costs to you, and that we may have a reasonable period of time before releasing the documents to you or anyone else you designate in order to copy all or any portion of the files you have directed us to surrender. We will, from time to time, send portions of your files that are not currently needed to an off-site storage facility. The cost of this facility will be our sole

expense. However, we are not the guarantor of the security of any off-site storage facility. Accordingly, you agree that the Firm will not be responsible for any damages which may occur as a result of the loss of any of your files which we store at an off-site storage facility. You also agree that we may, after the passage of two years without our having performed any work for you pursuant to this engagement for services, destroy your files unless you provide us with written instruction to forward the files to you or to another person you designate.

12. You agree to keep us informed of any change in your address, telephone numbers, or electronic mail address so that we may effectively communicate with you. We will also advise you promptly of any change in the Firm's business address, electronic mail address or telephone or facsimile numbers. You agree that we may communicate with you via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication.

13. To aid in your matters, it may become necessary to hire experts, consultants or investigators. Such persons will be employed by us on your behalf, not by you, so as to protect any privileged work; but we will not hire such persons unless you approve and also agree to pay their fees and charges. The responsibility to pay for their services is solely yours.

14. We will send you monthly statements for fees and costs incurred. Payment is due within 30 days of the date of invoice. If not paid within the 30 days, interest shall accrue at the rate of 12% per annum from said due date. You agree to read your statements carefully and promptly notify the Firm of any error.

15. We require a retainer of \$20,000.00, payable before we commence work pursuant to this agreement. We will hold the retainer in the Firm's client trust account. We may apply the retainer to legal fees and costs which are not paid when due. We may reasonably determine additional retainers are necessary for future fees and disbursements or your failure to pay any past invoices. You agree to promptly replenish the retainer upon our request. Upon conclusion of our professional services to you, we will return any portion of the retainer that remains unapplied to any fees or past invoices.

The amount of the retainer does not set a limit on the amount of our legal fees and expenses and is not an estimate of the amount of our fees and expenses on this engagement. You understand that our agreement is based strictly upon hourly rates and that any opinions we provide to you from time to time about what the services we are providing pursuant to this agreement may cost are simply estimates and do not constitute an amendment of this agreement or a limitation on the amount of our legal fees.

16. It is understood and agreed that the provision of the retainer does not relieve you of your responsibility to pay the Firm's invoices on a timely basis from funds other than the retainer. The retainers are designed to minimize or avoid any credit risk to the Firm. You authorize the Firm to withdraw the principal from any and all retainers to pay legal fees and costs as they are incurred to the extent you do not pay any invoice within 30 days.

17. You may discharge us as your attorneys at any time. We may withdraw as your attorneys with or without your consent, as long as permitted by law. Some of the reasons that may cause us to withdraw include but are not limited to the following: your breach of this

agreement; your failure to pay our bills on time; your refusal to cooperate with us; your refusal to follow our advice on a material matter; the development of irreconcilable disagreement between you and us as to the conduct of the engagement; or any other fact or circumstance that would render our continuing representation contrary to your interests, or to law, or to the rules of professional conduct. Failure to withdraw as your attorneys on any one occasion shall not be a waiver of our right to do so if such other occasions arise.

If you discharge us, or if we elect to withdraw, you agree to secure forthwith other counsel of your own selection to represent you and, if we are your attorneys of record in any litigation, to cooperate fully in substituting such new counsel as your attorneys of record in the litigation.

18. Nothing in this agreement and nothing in our statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which we may make from time to time are expressions of opinion only. You acknowledge that the amount of legal fees and costs which may be incurred on your behalf pursuant to this agreement is not capable of precise prediction; and you acknowledge that we have made no guarantees or promises and that you have set no limits with regard to the cost of services we provide you.

19. Except for a claim for Client's failure to pay fees for professional services and/or expenses, if any dispute arises out of, or relates to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type or description regardless of the facts or legal theories which may be involved, such dispute shall be resolved by binding arbitration before a mutually selected dispute resolution firm.

20. Any dispute as to the Client's failure to pay fees for professional services and/or expenses shall be resolved in the appropriate District Court of the State of Texas. The party prevailing in an action regarding a dispute as to the client's failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party's actual attorneys' fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this agreement, and as otherwise required by law, you agree that this agreement may be disclosed to a court or arbitrator.

21. This agreement is made under and shall be construed in accordance with the substantive laws of the State of Texas without reference to its choice of law rules.

22. We follow the terms of the Texas Lawyer's Creed in our practice and in compliance therewith attach a copy of the Texas Lawyer's Creed to this engagement letter.

23. We carry professional liability insurance which would cover the services we will be providing to you under the terms of this agreement. That insurance is subject to a significant self-insured retention.

24. This agreement will take effect when you sign this agreement and return it to us together with the retainer described above in this agreement (\$20,000.00); but its effect will be retroactive to the date we first performed services on your behalf. Client agrees that its

performance under this agreement and its payment of the fees and costs required hereunder shall be in Austin, Texas.

25. This agreement constitutes a single, integrated written contract expressing the entire agreement of the Client and our Firm, and it may be executed in counterparts, which (or whose electronic copies) together shall constitute the entire agreement. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.

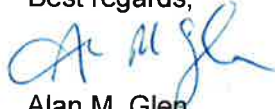
We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.

Please understand that your engagement of the Firm will not become final until we advise you that we have cleared potential conflicts and a credit review of this engagement is approved by the Firm's Management.

If these terms are acceptable to you, please sign in the space provided below and return one copy of this agreement to us via email to aglen@nossaman.com or via facsimile to (512) 651-0670.

We appreciate your confidence in our Firm and look forward to working with you.

Best regards,



Alan M. Glen
of Nossaman LLP

ACCEPTANCE

I have read and understand the foregoing terms and agree to them as of the date that Nossaman LLP first provided services to RR Campus, LP.

Dated: _____

RR CAMPUS, LP

By: _____

Printed Name: _____

Title: _____

JOSEPH LLAMAS
MANAGER

Consented to by:

WILLIAMSON COUNTY, TEXAS

By: Don A. Carter

Printed Name: Don A. Carter

Title: County Judge

Date: 12-11-2018

Consented to by:

**WILLIAMSON COUNTY CONSERVATION
FOUNDATION**

By: Valerie Covey

Printed Name: Valerie Covey

Title: President

Date: 12/11/18

FOR ACCOUNTING USE ONLY

Client Name: _____

Matter Name: _____

Client Number: _____

ATTACHMENT A

SCHEDULE/EXPLANATION OF FEES

Billing Rates charged in one-tenth hour increments:

TIMEKEEPER

HOURLY RATE

Attorneys

Partners:

Alan M. Glen

\$565.00

Brooke M. Wahlberg

\$470.00

Associates:

Rebecca Hays Barho

\$435.00

Joshua C. Burke

\$295.00

Of Counsel:

J.B. Ruhl

\$520.00

Paralegals/Clerks

If needed, hourly rates will be billed between \$125 & \$290 per hour.

Interest charged on payment past due 12%

Retainer amount \$20,000.00

AMG
Nossaman
Partner
Initials

Client's Initials



FOR ACCOUNTING USE ONLY

Client Name: _____

Matter Name: _____

Client Number: _____

ATTACHMENT B

CLIENT INFORMATION

[PLEASE COMPLETE]

Mailing Address:

P.O. Box 16146

AUSTIN, TX 78716

Daytime Telephone:

(512) 853-9650

Daytime Facsimile:

NA

Cellular Phone:

(512) 784-8891

Home Address:

613 WESTBROOK DR.

WEST LAKE HILLS, TX 78746

Home Telephone:

Home Facsimile:

☐ Please DO NOT contact me at mailing address or phone.

☐ You may also contact me by e-mail at: TLAW@CICPRR.COM

Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my

client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.