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Date: _____

Name: _____

Address: _____

City, State Zip: _____

RE: Engagement of Smith Reed & Armstrong, PLLC

Dear _____:

We are pleased that you have asked that Smith Reed & Armstrong, PLLC (hereinafter "Firm") assist with the formation of your new business. Our experience has been that clients find it helpful for us to set forth, at the outset of our representation, the role and responsibilities of both the client and the firm. This letter addresses those issues, along with the basis on which the Firm's fees and related expenses will be charged to you. If you have any questions or concerns regarding the terms of this agreement, please contact us before signing and returning this agreement to us. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. The client in this matter will be Abbey Lee and Marlena Jansen (collectively hereinafter "Client"). The services that you have requested that the Firm provide are strictly legal in nature. Our representation is limited to representing you in the formation of Texas business entity, including the following actions:
 - (a) Thirty (30) minute consultation with an attorney;
 - (b) Filing Certificate of Formation with the Texas Secretary of State;
 - (c) Registration with the Texas Secretary of State, including DBA (if requested);
 - (d) Registration with the Texas Comptroller;
 - (e) Obtaining federal Employer Identification Number ("EIN");
 - (f) Obtaining federal S-Corp election (if requested);
 - (g) Creation of a shareholders, company (operating), partnership, or equivalent agreement

The scope of our representation of you will hereinafter be referred to as the "Engagement." Firm shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. The terms of this letter agreement will be applicable to all matters that Firm undertakes for Client or for any related or affiliated corporation, partnership, association, or other entity, although Firm will not undertake representation on any other matter unless requested to do so in writing.

2. Client's Duties. You agree to be truthful with Firm, to cooperate, to keep Firm informed of any information or developments which may come to your attention, to abide by this Agreement, to pay Firm's bills on time and to keep Firm advised of your address, telephone number and whereabouts. You agree to assist Firm in providing information and documents necessary for the representation in the described matter.

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3. Preserving Confidences. We appreciate that we will be privy to confidential information and we will take steps to maintain this confidentiality, all in compliance with the applicable rules of professional conduct. Communications between clients and attorneys are generally privileged and cannot be inquired into by third parties. That privilege may be lost, however, if you disclose the contents of otherwise privileged communications with your counsel, or if you do not take reasonable steps to protect the confidentiality of our communications. You should refrain from disclosing to third parties the contents of any of the communications you have with us. This includes refraining from oral disclosures as well as not permitting others to view copies of our written correspondence. If we communicate by email, you should never forward our emails to anyone else. Additionally, we confirm that you approve the use of internet e-mail communication without encryption. These and any other practical steps you can take to ensure that our attorney/client communications are not disclosed to third parties will be invaluable in protecting your right to claim the full protections of confidentiality under the attorney/client privilege.
4. Communications Regarding Engagement. We will report to and take direction from you. If you ever want us to report directly to another person or coordinate with other counsel currently handling legal matters for you, you must notify us in writing and we will be happy to do so. Of course, we are pleased to answer any questions you may ever have of us. We will communicate primarily via phone and email. We will rely on you to provide us all facts and documents related to our representation as quickly and efficiently as possible. We cannot effectively represent you if we have inaccurate or incomplete information.
5. Conflicts. You are aware that my Firm represents many other companies and individuals. We confirm that you do not object to the Firm's undertaking to represent clients in other matters that are not substantially related to our work for you, even if the interests of such clients in those other matters are adverse to yours. We agree, however, that this prospective consent to conflicting representation shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of the Firm's, could be used to your disadvantage.
6. Fees: Client agrees to pay Attorney a flat fee of \$1,250.00 related to Attorney time and all filing fees spent on this matter. The fee does not include unusual expense. Unusual expenses are not expected for this matter, but will be charged pursuant to Section 8 below if incurred. An example of unusual expenses would be translation services for any documents which must be translated into a language other than English. Fees must be paid in full prior to commencement of this Engagement.
7. Expenses. We will include on our statements separate charges for expenses incurred in connection with our Engagement. Expenses include but are not limited to copies, messenger and delivery fees, computerized research, travel, filing fees, and court reporters. Our charge for photocopies is 15¢ per page and we do not charge for faxes. Fees and expenses of any third-party vendors (such as consultants and experts, if any) will be billed directly to you for your direct payment to the vendor. So far, we do not anticipate the need to hire any consultants or experts and will not do so without prior written approval from you.



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8. Billing. Invoices will be provided monthly for work performed and expenses recorded during the previous month. Payment is due within 30 days of the Invoice date. Occasionally, expenses will take more than a month to appear on our invoices, particularly where they are charged by a third-party vendor. Due to the confidential nature of our work, we submit our invoices via email.
9. Research. We may need to perform legal research to represent you in the Engagement. This means that the time we spend looking up and reading cases, statutes, and legislative history will be billed to you.
10. Interest on Past Due Accounts. We confirm that the Firm charges interest on past-due accounts receivable. Payment is due within 30 days of the invoice date. Interest will begin to accrue on all balances 45 days after the invoice date, *i.e.*, not until they are 30 days past due. The rate of interest will be 6% simple interest.
11. Termination of Engagement. Either party to this agreement may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Additionally, we reserve the right to terminate our representation if payment is not received within 30 days of the date of a statement, and you agree that we may withdraw from your representation, and that you will not oppose our withdrawal, if payment has not been received within this period. In the event that we terminate the engagement, we will take reasonable steps to protect your interests in the above matter. Unless previously terminated, our representation will terminate upon our sending you our final invoice for services rendered in this Engagement.
12. Retention and Disposition of Documents. Following such termination, any nonpublic information you have supplied to my firm will be kept confidential in accordance with applicable rules of professional conduct. For various reasons, including minimization of unnecessary storage expenses, we reserve the right to dispose of file materials according to our document retention procedures absent contrary, written instructions from you.
13. Disclaimer of Guarantee and Estimates. It is understood and agreed that the Firm cannot warrant or guarantee the outcome of the case. The Firm has not represented to you that you will recover any damages, compensation or other funds as a result of this matter. You also understand that obtaining a judgment does not guarantee that the opposing parties will be capable or willing to satisfy the judgment. Nothing in this Agreement and nothing in Firm's statements to you shall be construed as a promise or guarantee about the outcome of the matter. Further, Firm's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Firm shall not be a guarantee. Actual fees may vary from estimates given.
14. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.
15. Severability in Event of Partial Invalidity. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.



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16. *Texas Law to Apply.* This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

Please acknowledge your agreement to these terms by signing below and returning this letter to me at your earliest convenience. Once again, we are pleased to have this opportunity to represent you and we look forward to working with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark Smith', is written over a horizontal line.

J. Mark Smith

AGREED AND ACCEPTED:

CLIENT

By: _____
Printed Name: _____

Date: _____