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ATTORNEYS AT LAW

LICENSED IN AR, AL, MO, OK, TN, TX

Established 2005

www.rmp.law

**BENTONVILLE OFFICE**  
104 S. Main Street  
Bentonville, AR 72712

**JONESBORO OFFICE**  
710 Windover St. B  
Jonesboro, AR 72401

**LITTLE ROCK OFFICE**  
8201 Cantrell Rd, Ste. 315 C  
Little Rock, AR 72227

October 19, 2021

**Via DocuSign:**

Holiday Island Suburban Improvement District  
c/o Danny Presley  
[dpresley@holidayisland.us](mailto:dpresley@holidayisland.us)

Re: Engagement of RMP, LLP.

Dear Mr. Presley:

Thank you for expressing interest in retaining the services of RMP LLP (the "Firm"). This letter sets out the terms of our engagement for the representation. We have found that the engagement letter process is a valuable exercise for each of our clients, and results in a better understanding of our practices, procedures, and billing methods, which should prevent unmet expectations or misunderstandings.

As an initial matter, the Firm's client (referred to as "you" or "Client" in this letter) will be Holiday Island Suburban Improvement District. The Firm is being engaged to provide you with various legal services related to the operations of Holiday Island Suburban Improvement District for an initial period of one year. After this initial period, Firm and Client will review the terms of this agreement and can renegotiate any future arrangement. You may limit or expand the scope of our representation from time to time, but any substantial expansion must be agreed to by us.

Upon agreement between the Firm and the Client, the representation will be set as follows:

- November 2021 through May 2022 (6 month): Firm will bill Client on an hourly basis at the amount of \$250.00 (discounted rate) with a minimum charge of \$2,500.00 per month.
- June 2022 through November 2022 (6 month): Firm will bill Client on an hourly basis at the amount of \$250.00 (discounted rate) with a minimum charge of \$1,000.00 per month.

I will be primarily responsible for this matter. This rate is billed in one-quarter hour increments. Other lawyers or support staff may be used as needed under the circumstances. The policy on payment of fees, as well as payment of expenses incurred as part of the Firm's representation, is contained in the Standard Terms.

Holiday Island Suburban Improvement District  
c/o Danny Presley  
Engagement Letter  
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If the terms of this engagement letter and the Standard Terms meet with your approval, please sign below and return the original copy to me. In the alternative, if you have any questions regarding this engagement letter, the Standard Terms, or the Firm's representation in general, please contact me. We look forward to the opportunity to work with you.

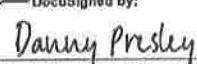
With highest personal regards,

Sincerely,

Tim Hutchinson

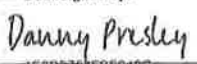
**Consent to the Representation and the Terms of the Engagement.** I have reviewed this letter and the Standard Terms concerning the Firm's representation. I choose RMP LLP as counsel in the matter described in this letter and on the terms included herein (which include the Standard Terms incorporated by reference) and agree to be responsible for the fees and expenses incurred.

Accepted by:

DocuSigned by:  
  
Holiday Island Suburban Improvement District  
By: Danny Presley

10/19/2021

Date

DocuSigned by:  
  
Danny Presley

10/19/2021

Date



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## STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The "Standard Terms" of our engagement with respect to the specific legal matters ("Representation") are:

**File Attorney.** The "File Attorney" for this matter is Tim Hutchinson.

**Duty of Confidentiality and Loyalty.** The ethical rules governing lawyers provide that, as your attorneys, we owe you a duty to preserve any confidential information you share with us unless you authorize us to disclose this information. This is a privilege which you hold and control. The Firm may not waive this privilege; only you have the right to do so. You will lose the protection of the attorney-client privilege if you disclose communications between you and the Firm to persons other than those who need to know the information in order to implement our advice. We, therefore, recommend that you guard your attorney-client privilege closely and consult with us before disclosing confidential communications to anyone else. In addition, we owe you a duty to act solely in your best interests, without being influenced by the conflicting interests of any of our other clients.

**Estimates.** The fees for the Firm's representation will be primarily based on the total hours required for the rendition of the services, and applied at the various hourly rates of the individuals involved. Legal fees and costs are difficult to estimate. As such, no commitments concerning the maximum fees and charges necessary to complete a Representation are made unless reduced to a separate written commitment. Any estimates of fees that are made from time to time are by nature inexact because of the potential for unforeseeable circumstances and issues. Therefore, actual fees and related charges may vary from any estimates.

**Outcome.** We make no promise or guarantee regarding the outcome of your legal matter. Any opinions given by the Firm's attorneys regarding the outcome of this engagement are estimates only and are limited to the attorney's knowledge of the facts at the time the opinions are expressed.

**Legal Fees and Charges.** The fees for the Firm's representation will be primarily based on the total hours required for the rendition of the services, and applied at the various hourly rates of the individuals involved. You agree to pay the Firm for the legal services that are rendered and to reimburse the Firm for various expenses and costs which are incurred or paid on your behalf or the behalf of your principals and charged to your accounts. Payment of fees and charges is in no way contingent on the ultimate outcome or result of the Representation unless otherwise set forth in a separate writing. Any expressions by us concerning the outcome of the Representation or any other legal matter are based on our professional judgment and are neither promises nor guarantees.

<sup>DS</sup>  
DP Initials.

The fees, expenses and costs charged are *payable on presentation* and not on your assessment of the status of the services. It is the practice of the Firm to submit statements for fees, expenses, and costs on a regular basis, usually monthly. Fixed minimum fee services may be billed in increments prior to or as partial services are performed. *While an attempt will be made to bill with regularity, you accept that there may be billing delays by the responsible attorney due to schedules and outside activities.* We reserve the right to postpone or defer providing additional services or to discontinue the Representation if billed amounts are not paid when due.

Lawyers with lower hourly rates or staff members will be used in the exercise of the judgment of the primary attorney responsible for the file when possible and when consistent with the services needed in the circumstance. Legal assistants and clerks may perform services if appropriate and the time they devote to a matter will be charged at rates ranging from \$40 to \$100 per hour. The hourly rates of lawyers, assistants and clerks are adjusted from time to time, usually at the beginning of each year to reflect the increased experience of the lawyer, legal assistant or clerk. Unless agreed to otherwise, the Firm records and bills time in most circumstances in one-quarter hour (fifteen-minute) units.

The time spent on a matter includes (1) telephone conversations or personal conferences with you and your advisors (such as accountants, insurance agents, trust officers or investment advisors), (2) travel from the base of operations to meet with you or others on your behalf, (3) telephone or personal conferences with other Firm personnel or outside counsel that assist Firm personnel in performing the services and (4) analysis and action taken to resist a third party request for information related to the matter which is reasonably believed to be protected by the attorney-client privilege of our relationship. Charges are not necessarily made for every contact made with you or one of your advisors in an effort to encourage an open environment for the sharing of information that is helpful or useful to the rendition of our services.

The expenses and costs charged may include those customarily incurred or provided in performing legal services such as messenger and delivery services, filing fees, recording fees, process service fees, court costs, deposition fees, transcript costs, evidence costs (including photographs), witness fees, affidavits, photocopying, printing, long distance telephone charges, copying, and computerized legal research. Some of these expenditures and services may be charged at more than the direct out-of-pocket costs of the Firm, such as when estimates are used for convenience and speed of accounting. These traditional expenses include travel and lodging when an attorney provides services away from our Fayetteville office or other base of operations.

You will be charged for time spent after termination of a Representation that is directly related to that Representation ("Related Time"), as well as the attendant costs and expenses of the Related Time. Related Time includes all time spent: (1) to assist in the orderly transfer of your files and any related information to you or your successor counsel, whether you terminate the relationship or whether we withdraw from the relationship; (2) in preparation for and attendance at depositions, court appearances or other events at which you or your counsel request the File Attorney or one or more Firm personnel to appear, testify or otherwise give information related to you or the Representation (for example, a will contest, a trust construction or an IRS proceeding) or at which we are made to appear, testify or otherwise give information by another third party (such as your opposing counsel or the IRS).

<sup>DB</sup>  
 Initials.

Unless a bill is for a fixed fee service or commitment, your bills may reflect various levels of detail description of services as are determined appropriate to the circumstance, such as, for example, to protect confidentiality. The description of services on your statements are not generally protected by the attorney-client privilege.

**Client Responsibilities.** To enable us to provide effective representation, you agree to: (1) disclose to us fully and accurately and on a timely basis all facts and documents that are or might be material or that we may request with respect to the Representation, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material to the Representation, (3) attend meetings, conferences and other proceedings when it is reasonable to do so and (4) otherwise cooperate fully with us.

**Consent to Conflicts in Unrelated Matters.** We have performed a review of the data available concerning open and closed matters at our firm and are unaware of any conflicts of interest. However, we are required to continue to evaluate this situation consistent with Rules 1.7, 1.9 and 1.16 of the Model Rules of Professional Conduct. Therefore, if a potential conflict of interest were to come to our attention, we could be required to withdraw from the Representation of unless a waiver is permissible and all parties consent after consultation.

It is important that you understand that the breadth of the Firm's practice is such that the Firm may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in such case or matter in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake the concurrent representation impartially and without any adverse effect on the responsibilities the Firm has to either client. By retaining the Firm, you acknowledge that (1) you do not consider such concurrent representation in matters unrelated to your Representation(s) to be inappropriate and (2) you consent to any such present or future concurrent representation(s) by the Firm.

We agree, however, that your consent to such a concurrent representation will not apply in any instance in which the Firm, as a result of our representation of you, has obtained sensitive, proprietary or other type confidential information that if known to any other client of the Firm could be used by that other client to your material disadvantage unless we can demonstrate to your complete satisfaction that any sensitive, proprietary or confidential information we have obtained from you will be sequestered from the lawyers working for the other client.

**Termination of an Engagement.** You will have the right at any time to terminate our services and representation upon written notice to the Firm. Upon receipt of such notice, subject to such court approval as may be necessary, we will promptly cease providing any service to you. The Firm also reserves the right to withdraw from our representation of you, subject to the Model Rules of Professional Conduct. We may exercise this right if, among other things, you fail to honor the terms of the engagement, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal.

In the event of termination by either party, you agree to pay all outstanding fees and expenses advanced by the Firm to the date of termination and the Firm agrees to cooperate in all ways reasonably requested by you in the transfer of pending matters to your successor counsel.

DP Initials.

However, it is expressly understood and agreed that you will be responsible for paying for our services rendered up to the time we receive such notice and for any Related Time and attendant costs and expenses. The termination *will not* relieve you of the obligation to pay for these services, costs and expenses.

**Post-Engagement Matters.** After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the future rights and liabilities associated with that matter or project. Unless we are expressly engaged in writing after the completion of the Representation to provide additional advice on such issues (as an addition to the terms of the engagement), the Firm and File Attorney have no continuing obligation to give advice with respect to any future legal development that may pertain to that matter or project. The offering of information about a future legal development in that regard is not an undertaking and will be given, if ever, in the absence of a written agreement as a courtesy to you.

**Client Documents.** If you wish to obtain any documents from your file with the Firm, you must give prompt written notice to the Firm. At the close of a matter we store files at our offices and off-site. The File Attorney will determine how long we will maintain the files in storage. After that time, we will destroy the documents stored in the files. At the conclusion of the Representation, we return to the client any documents that are specifically request to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

**Hold Harmless.** If any claim or action is brought against one or more Firm personnel and such claim arises from your negligence or misconduct, you will hold the Firm harmless and indemnify the Firm for all costs and damages incurred.

**Entire Agreement.** The engagement letter and the Standard Terms constitute the entire agreement between you and the Firm regarding the Representation. The engagement letter and the Standard Terms are subject to no oral agreements or understandings and can be modified or changed only by a further written agreement signed by the Client and a member of the Firm. No obligation or undertaking which is not set forth expressly in the Letter and the attached Additional Terms will be implied on the part of either the Firm or the Client.