



September 20, 2017

Via E-Mail

Jeff Thompson
Assistant Secretary
Boerne Public Facility Corporation
402 E. Blanco Road
San Antonio, TX 78006

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Re: Engagement Letter

Dear Mr. Thompson:

This letter confirms that Norton Rose Fulbright US LLP will represent (the "Representation") the Boerne Public Facility Corporation (the "Issuer") and will act as Bond Counsel and general partner counsel in connection with tax-exempt bonds to be issued for the benefit of a to be formed tax credit partnership (the "Partnership") in connection with the financing of the LIV at Boerne Apartments Project located at 3 Shooting Club Road, Boerne, Texas. 210 Development Group (the "Company") will be the developer of this Project. Please note that we do not represent the Partnership or the Company. Although we will act as Counsel to the Issuer, our fees are to be paid by the Partnership or the Company, jointly and severally. Should the Company pay our fees, they will be subject to reimbursement by the Partnership.

We will advise the Issuer from time to time on various legal matters relating to its general partnership interest and the issuance of the Bonds and will perform all usual and necessary legal services as Bond Counsel with respect to the Bonds. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of the Bonds, including the following:

1. Preparation of all resolutions and other instruments pursuant to which the bonds will be authorized, sold, and delivered in consultation with the Company, the board of directors of the Issuer, the Issuer's financial advisors and consultants, the trustee for the Bonds, the purchaser of the Bonds, and counsel to other parties in the transaction;
2. Preparation of the trust indenture and related agreements authorizing or securing the Bonds;
3. Attendance at meetings of the board of directors of the Issuer to the extent required or requested with reference to the authorization and issuance of the Bonds;
4. Attendance at meetings with the purchaser of the Bonds and other parties to the transaction to the extent required or requested;
5. Review the real estate and disclosure documents prepared by legal counsel to the Company;

6. Review of placement memorandum prepared by counsel to the placement agent;
7. Coordination and drafting all documents to secure the approval of the bonds by the Issuer;
8. Coordination of filings with the Texas Department of Aging;
9. Submission of a transcript of proceedings to the Attorney General of the State of Texas requesting approval of the Bonds; and
10. Supervision of the execution of the Bonds and the delivery thereof to the purchaser of the Bonds.

Our compensation in connection with the issuance of the Bonds will include two elements. First, our fees for legal services as Bond Counsel will be charged on the greater of (a) an hourly basis based on the time actually spent or (b) \$200,000. **Our fees will be paid by the Company or the Partnership pursuant to a separate fee agreement with them.**

In addition to our fees for rendering professional services, our statement will include other charges for expenses and services incurred incident to the performance of our legal services, such as photocopying, delivery charges, travel expenses, long-distance telephone calls, facsimile transmissions, overtime for secretaries and other nonlegal staff, specialized computer applications such as computerized legal research and filing fees. A copy of our current recharge schedule, which is subject to change from time to time, is attached.

The Partnership's and the Company's obligation to pay our fees and disbursements will not be contingent on closing and delivery of Bonds. If the financing progresses as anticipated, we would expect to present our statement for payment at closing and delivery of the Bonds. In the event the transaction is delayed, however, the Partnership and the Company have agreed to pay interim statements that we may present based on our hourly rates incurred to the date of our statement. If the financing is not able to be brought to fruition, we will charge the Company based on our hourly rates and expenses incurred and will not be reimbursed by the Partnership.

We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective or if the company fails to pay us. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed for services performed and other charges owing to us to the date of termination or withdrawal.

We will maintain all documents you furnish us in our client files for the Representation. At the conclusion of the Representation (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any question about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900, toll free.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including the Issuer's financial advisor and potential underwriters for your securities, and you do not object to our continued representation (in connection with other issues) of any such firms with respect to which you choose to do business in connection with issuance of the Bonds, since doing so is how we are able to gain the experience we need to complete the Representation in an effective and efficient manner. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

If you approve the terms set forth in this letter with respect to the scope of our duties and the basis of our compensation for legal services, please signify your acceptance hereof by executing the enclosed copy of this letter in the space provided and return that copy to me.

We are pleased to have the opportunity to work with you concerning this matter. If you need any further information from us concerning this matter, please do not hesitate to contact me.

Very truly yours,

Norton Rose Fulbright US LLP

JPP/aaa
Attachment

The foregoing is hereby accepted by Boerne Public Facility Corporation

BOERNE PUBLIC FACILITY CORPORATION

By: _____
Name: _____
Title: _____

NORTON ROSE FULBRIGHT US LLP**(San Antonio)****Expenses and Services Summary**

EXPENSE/SERVICE	CHARGE
Binding	N/A (Pricing varies in other office locations) Costs allocated by the firm
Data Base Research	
Lexis, Westlaw, Information America	
Deliveries	Direct cost
Overnight/Express	Direct cost
Outside Courier	N/A
In-House	(Pricing varies in other office locations)
Courthouse Messengers	\$40.00/hour plus transportation (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct cost
Duplicating	\$0.15 per page
Photocopy	\$0.85 per page
Color photocopy	\$0.50 per page
Microfilm/Microfiche	\$5.00/tape plus \$20.00/duplication
Videography (duplication)	
Electronic Mail (via Internet)	No charge
Library Research by Library Staff	\$130.00 per hour
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct cost on any item or group of items which cost \$1.00 or more
Secretarial Overtime	\$28.00 per hour (Pricing varies in other office locations)
Facsimile (Outgoing)	No charge
Telephone	No charge
Long Distance (Domestic)	No charge
Long Distance (International)	Direct cost
Telephone Conference	(Third-party provider's charge -\$0.05 per participant per minute)
File Storage Retrieval	N/A (Pricing varies in other office locations)
Transportation	Applicable IRS allowable rate per mile
Mileage (personal automobile)	Direct cost
Lodging	Direct cost
Meals	Direct cost
Car Rental/Airline/Rail/Etc.	
CD-ROM Research	\$30.00 - \$50.00 per search (rate varies based on length of search)
Graphic Arts	\$150.00 - \$175.00 per hour, plus direct cost of supplies
Practice Support	\$200.00 per gigabyte per month
E-Discovery	Direct cost
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour