

SCHMIDT LAW FIRM

A PROFESSIONAL LIMITED LIABILITY COMPANY

7880 SAN FELIPE, SUITE 210
HOUSTON, TEXAS 77063

C. THOMAS SCHMIDT

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E-MAIL ADDRESS

FIRM@SCHMIDTFIRM.COM

December 1, 2016

RE: Engagement Agreement for Schmidt Law Firm, PLLC, re: Sale of Real Estate Properties in Texas

Dear Client:

We are pleased to represent you in connection with your claims against Philip Leung, Premier Capital Limited, Overseas Asset Management, Antonio Zuniga, Sterling Income, LLC, Adam Barker, their related entities, and other potentially responsible parties for loss of funds you invested in real estate properties in Texas (the "Matter"). The purpose of this letter is to set forth our agreement with you with respect to the terms and conditions under which we will represent you in the Matter referenced above. If you engage us for additional legal matters, whether related or not, this Engagement Agreement (the "Agreement") will not apply to those other matters unless you and I specifically agree in writing.

Identification of Client. Our client in this Matter is _____ ("Client" or "You").

Effective Date. Our representation of you in this Matter commences as of the date we first performed services on your behalf.

Scope of Engagement. As counsel for you, I will represent your best interests with regard to the Matter. Please understand that, although I may from time to time express opinions or beliefs concerning the Matter to you or to others at your request, I cannot and do not make any promise, representation, warranty or guarantee as to any particular result.

Cooperation. To enable me to effectively perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep me informed of all developments relating to the Matter. You agree to cooperate fully with me and to make yourself available to attend meetings and conferences for litigation matters, hearings and other proceedings. I will attempt to schedule hearings and other proceedings to serve your

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convenience, but it is the nature of adversarial proceedings that such schedules often are not within our control.

Staffing. I will assign such personnel to the Matter as I believe appropriate in seeking to achieve a favorable result for you. Currently, our plan is that I will serve as the attorney in charge for Matter. In addition, other attorneys or paralegals may assist me as necessary. I will keep you advised, periodically and on request, of the status of the matter. By signing this Agreement, you authorize me to hire such outside professionals as are reasonable and necessary to the prosecution of your claims.

Fees. In exchange for our services under this Agreement, you agree to pay our customary hourly rates for work of this nature. Our standard hourly rates for this Matter shall be \$450.00 per hour for my time, \$350.00 per hour for our Senior Counsel, \$300.00 per hour for our associate attorneys, and \$90.00 per hour or less for our paralegals and financial consulting experts. Outside professionals we engage shall be billed to you at the rate they charge our firm, with no markup.

Billing Cycle. These billing rates are discounted and are based on the assumption of prompt payment. Our firm bills clients on a monthly basis, and payment is due upon receipt. A statement is past due if payment is not received within thirty (30) days from the date the statement was mailed. By entering into this Agreement, the client understands and agrees to the general policy that, consistent with ethical obligations, we will cease work for clients who have not paid our invoices in a timely fashion.

Other Charges. In addition to our fees for rendering professional services, our statements will include other charges for expenses and services incurred incident to the performance of our services under this Agreement, such as photocopying, printing and duplication, delivery charges, travel expenses, long-distance telephone calls, facsimile transmissions, and specialized computer applications such as computerized legal research and filing fees. A copy of our current Expense Schedule, which is not exhaustive, is attached.

Advance Payment. Before our representation of new clients commences, it is our policy to obtain an advance payment of fees to cover the cost of starting a new matter and to compensate us for the opportunity cost of not accepting other legal matters. This amount is “earned” when paid, and is not refundable except in the case of a further written agreement between you and the Firm to refund the amount at the conclusion of the engagement, or a written, signed exception to this policy for this matter. This amount will not be refunded in the event that the Firm terminates the representation because of your failure to pay legal fees when due. The amount of the advanced payment for this matter is \$10,000.00 per property purchased.

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We reserve the right to increase the required amount of the payment, should we deem it necessary.

Cost Estimates. Fees and costs relating to this Matter are not predictable, primarily because they will fluctuate depending upon the level of activity that that is necessary. From time to time at your request, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of unforeseeable circumstances and, therefore, our actual fees and other charges billed may vary from such estimates.

Client Documents. We will maintain all documents you furnish us, or that we obtain during the course of our representation of you during this Matter, in our client files maintained for the Matter. At the conclusion of the Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in the file that you wish to be returned. We may keep copies thereof to the extent we believe it advisable for our records. We will retain any remaining documents and our own files, including lawyer work product, for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect, if any.

Communications. It is important to keep our communications with you confidential. There are legal reasons for confidentiality such as avoiding risk of inadvertent disclosure or loss of attorney client privilege. **You should avoid any communications of sensitive matters with us where the conversation might be overheard. You should avoid discussing any of our communications with other people including your family and friends. You should avoid using any workplace computer to send us email.** Employee communications on workplace computers are typically subject to an employer's internal policies. These policies often permit your employer access to your email communication even on your personal email account. Our firm uses email to communicate with clients but you should only do so on a personal computer, device and network using a personal email address.

CONFLICT OF INTEREST. By executing this agreement, Client recognizes that C. Thomas Schmidt and Schmidt Law Firm, PLLC, may have a CONFLICT OF INTEREST that arises in representing other investors who are similarly situated to Client. Likewise, Client understands that C. Thomas Schmidt and Schmidt Law Firm, PLLC, represents Catalyst Solutions, LLC, Paula Forshee, and related entities. Client understands that Client may incur additional costs or may recover less money because a recovery may be split with other clients of the Firm. Client understands that the Firm may compensate Catalyst Solutions, LLC, or its representatives for assisting in the representation. Client hereby waives any conflict of interest that might exist in connection with the joint representation created hereby or in connection with Catalyst Solutions'

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participation because Client will receive the benefit of lower attorneys' fees by sharing the representation with other clients of the Firm.

AGREED: _____

Client Name: _____

Termination or Withdrawal. Because the attorney-client relationship is a very personal one, you have the right at any time to terminate this Agreement for any reason. We have the same right, consistent with ethical requirements imposed on us by rule, court order or law. In the event of termination before the Matter is concluded, we will make every reasonable effort to transfer your files in an orderly fashion, at your expense, to whomever you may designate. You will remain responsible for all accrued and unpaid fees and expenses existing at the time of such termination.

Conclusion of Engagement. Upon completion of our representation of you in the Matter, whether upon completion of the Matter or due to termination or withdrawal, we will have no further obligation to advise you with respect to the Matter or with respect to changes in the laws or regulations that could have an impact upon your future rights and liabilities relating to the Matter.

Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

Texas Lawyer's Creed. Texas Lawyers are now required to advise you of the contents of "The Texas Lawyer's Creed." In compliance with that requirement, please find a copy of the creed attached for your information.

Severability. If for any reason any provision(s) of this Agreement are determined to be invalid and contrary to any existing or future law, regulation or ethical rule, such invalidity shall not impair the operation or affect those portions of this Agreement that remain valid, and such invalid provisions shall be excised from the Agreement, leaving intact and in full effect those provisions that remain.

Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement, representation or understanding among the parties. This Agreement may not be modified or amended in any manner other than in writing signed by you and C. Thomas Schmidt.

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Thank you again for the opportunity to represent you in the Matter. We request that you sign and date this Agreement and return the original to us. We will then send you an executed copy for your records.

Very truly yours,



C. Thomas Schmidt
Member

AGREED AND APPROVED:

By signing below, I certify that I agree to the above terms, that I understand the above terms, that I have engaged advice from an attorney in my home jurisdiction to explain the above agreement to me or that I was given an opportunity to do so.

CLIENT:

By: _____

Name: _____

Email Address: _____

Date: _____

Attachments:

1. Expenses Schedule
2. Texas Lawyer's Creed

**The Texas Lawyer's Creed
A Mandate For Professionalism**

**Promulgated by The Supreme Court of Texas and
The Texas Court of Criminal Appeals**

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 legal 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.

THE TEXAS LAWYER'S CREED

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.

EXPENSES SCHEDULE

Long Distance Telephone Charges		At Firm cost
Facsimile Charges	Incoming	No charge
	Outgoing	\$0.25 per page
Duplications	Laser Printing & Photocopies (in-house)	\$0.20 per page
	Third Party Vendors (court clerks, copy services)	At Firm cost
Postage		At Firm cost
Couriers/Deliveries	Overnight & Local Couriers	At Firm cost
	Firm Messengers	No charge
Database Research (Westlaw or Lexis Legal Research, individual or corporate background checks)		Direct Cost or Allocation of Direct Cost (will vary based on search type)
Secretarial Overtime		Firm cost plus meal allowance for overtime in excess of 2 hours per day during the week and 6 hours per day on weekends; chargeable to the client only if necessitated by client requirements or by unscheduled matter deadline
Travel & Transportation	Mileage	Applicable IRS rates
	Airfare	At Firm cost
	Parking, Cabs, Tips	At Firm cost
	Meals	At Firm cost
	Lodging	At Firm cost
Videotaped Depositions		\$300.00 per day, per witness if done in-house; if done through independent contractor, then at Firm Cost.
Expert Witnesses		Billed to client at Firm cost, but client consent will be obtained before any witnesses are hired and as to the rates to be charged for such services
Other Third Party Expenses (court reporters, process services, private investigators)		To the extent the third party expenses are not billed directly to the client, or forwarded to client for direct payment, expenses will be billed to client based on Firm's direct cost. (Client shall advise attorney in charge if client wants copies of invoices for third party expenses)

The wire transfer instructions for our account are:

Schmidt Law Firm, LLC
7880 San Felipe, Suite 210
Houston, Texas 77063

Bank of America
700 Louisiana Street
Houston, Texas 77002

Account No: 488063717185

ABA Routing No.: 026009593

Bank of America's SWIFT code **BOFAUS3N** should be used for incoming wires in U.S. dollars.
Bank of America's SWIFT code **BOFAUS6S** should be used for incoming wires in foreign currency.

If you do not know or are unsure of the type of currency being received please use **BOFAUS3N**

Someone sending an incoming international wire to you may also ask for Bank of America's address. The address to provide is as follows:

BOFAUS3N (for incoming wires in US dollars or unknown currency)
Bank of America, NA 222 Broadway New York, New York 10038

BOFAUS6S (for incoming payments in foreign currency))
Bank of America, NA 555 California St San Francisco, CA 94104