

HUNTER · SMITH · DAVIS
SINCE 1916 LLP

JEANNETTE SMITH TYSINGER
Attorney/MBA
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Jeannette Smith Tysinger personally represents clients in the areas of: (1) real estate development, subdivision and conveyances, including condominium and planned unit developments, both residential and commercial, payment in lieu of taxes programs, title examination and solutions, mechanics' and materialmen's liens, and easement and right-of-way matters; (2) leases and contracts; (3) business entity (corporation, LLC, partnership, and limited partnership) creation, operation, merger and dissolution; (4) nonprofit and I.R.C § 501(c)(3) entity creation, operation, merger and dissolution and tax-exempt determination filings; (5) estate administration; (6) estate, inheritance, gift, business, and income taxes; (7) estate planning; (8) wills; (9) trusts; (10) asset protection planning; and (11) immigration. HUNTER, SMITH & DAVIS, LLP, represents clients in all areas of the law and Ms. Tysinger may refer, or otherwise consult, others within the firm on matters outside of the previously listed specific areas.

CLIENT INFORMATION

CLIENT: LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION
ADDRESS 1. 76 STERLING COURT NORTH
ADDRESS 2. _____
CITY: JOHNSON CITY STATE: TN ZIP: 37604
HOME PHONE: 423/283-9854 CELL: N/A WORK: N/A
EMAIL tjtummers@icloud.com
CONTACT: GERARD J. (JOE) TUMMERS

ADVERSE PARTY: _____
ADDRESS 1. _____
ADDRESS 2. _____
CITY: _____ STATE: _____ ZIP: _____
HOME PHONE: _____ CELL: _____ WORK: _____
EMAIL _____

ADVERSE COUNSEL: _____
FIRM: _____
ADDRESS 1. _____
ADDRESS 2. _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ FAX: _____ EMAIL: _____

MATTER TYPE:

ESTATE PLAN	WILL	POA-FINANC.	ACP-HC&POA
ESTATE ADMIN.	REV TRUST	CONSERVATOR	BUS./GENERAL AD.
BUS. ORGANIZE	BUS. ACQUISITION	BUS. MERGERS	BUS. DISSOLVE
CORPORATION	LLC	PARTNERSHIP	LTD. PARTNERSHIP
CONDO/PUD	SUBDIVISION	R.E./TITLE	<u>R.E./RESIDEN</u>
R.E./COMMERICAL	R.E./EASEMENT	R.E./GENERAL AD.	GEN. LEGAL ADVICE
CONDEMNATION	CONTRACTS	TAX/EST	TAX/GIFT
TAX/CORP. INC.	TAX/IND. INC.	TAX/SALES	NONPROFIT/501(c)(3)
COLLECT(CRED)	COLLECT(DEBT)	FB-IMMIGRATION	EB-IMMIGRATION

BRIEF MEMO RE: CIRCUMSTANCES (Attach Additional Pages if Necessary):

Review of agreement related to Units
34, 36, & 38.

CLIENT EMPLOYS HUNTER, SMITH & DAVIS, LLP., WHICH AGREES TO CAUSE ITS ATTORNEYS (SPECIFICALLY, JEANNETTE SMITH TYSINGER) TO REPRESENT CLIENT IN THE MATTER SET FORTH HEREIN, ON THE FOLLOWING TERMS (ALL MARKED SECTIONS APPLY):

1. 1.7 **HOURLY RATE** (\$195.00 for Jeannette Smith Tysinger) charged in 0.1 hour increments with a minimum charge of 0.2 hours for any activity (phone call, letter, etc.) plus any additional court-approved attorney fees charged against adverse party, if paid fees by the adverse party exceed the hourly charges. Hourly rates may be increased by 10% for work performed outside of the office. Associated counsel shall be billed at their regular hourly rates. All fees will be billed monthly. **Work will cease if bills are not timely paid.**
2. **RETAINER - Minimum Advance, Non-Refundable, Retainer Fee** of \$_____. Such Retainer will be used to offset fees incurred by CLIENT and may need to be periodically replenished. Any replenish Retainer above the initial retainer is refundable to the extent not used to satisfy Hunter, Smith & Davis, LLP's fees, expenses, and costs on any outstanding matter of CLIENT.
3. **CONTINGENT FEE** of 1/2 of first \$1,000 and 1/3 of balance of gross proceeds. If any action is taken in court of appeals, the "1/3" fee portion goes up to 40%. There is a minimum fee of \$750.00 for any General Sessions case regardless of whether a judgment is obtained or collected.
4. **FLAT FEE*** OF \$_____
*(Please note that additional hourly fees may be incurred if additional work outside of the original scope of work for which the flat fee was charged is necessary or requested)
5. **BASE PROBATE FEE** of \$2000.00 for all estates. All work will be billed at the hourly rates set forth in #1 above, but the minimum fee for all estates is \$2,000.00 regardless.
6. **OTHER FEE ARRANGEMENTS:** _____

POTENTIAL CONFLICT WAIVER: Because of the unique nature of a transaction practice, situations may arise where it may be necessary to have dual representation, including with your spouse, where we must share information or provide counsel to your spouse to fully provide the legal services you have requested. This potential conflict most often occurs within the estate planning, immigration, and residential real estate practice area, but could happen in other areas as well. We are not aware of any conflict of interest created by this dual representation at present and, of course, will advise you immediately should such a conflict develop. By your signature, you are indicating your understanding of this agreement and express your consent.

GENERAL TERMS INCLUDING PERSONAL GUARANTY

No representations have been made as to results to be obtained in any matter, but due diligence will be used in the representation of CLIENT. If an entity is named as CLIENT, there is no attorney-client privilege of confidentiality for directors, officers, members, partners, or agents. CLIENT understands this is a binding contract of employment on the terms set forth above, any person signing this agreement on behalf of an entity personally represents to HUNTER, SMITH & DAVIS, LLP that, 1) he/she is authorized to do so, 2) the entity is solvent and able to pay any fees incurred and 3) **he/she will pay any fees incurred if the entity fails to do so, regardless of whether or not he/she signs as an officer or agent of such entity CLIENT.** Any fee payment or cost reimbursement not made when due shall bear interest at the statutory rate of ten percent (10%) per annum. CLIENT shall be responsible for all collection costs, including attorney's fees, for unpaid fees and costs. CLIENT also acknowledges and agrees that the exclusive jurisdiction for any litigation, arbitration, or mediation between CLIENT and HUNTER, SMITH & DAVIS, LLP, shall be either in Sullivan County, Tennessee, or Washington County, Tennessee, or, if in the federal court system, the U. S. District Court, Eastern District of Tennessee, in either Greeneville or Knoxville, Tennessee. HUNTER, SMITH & DAVIS, LLP is hereby specifically authorized by CLIENT, to endorse checks made payable to CLIENT, deposit same in trust account and pay fees and expenses due itself before remitting the balance to CLIENT.

CLIENT RESPONSIBILITIES

In addition to the payment of all fees, costs and expenses, Client shall also be responsible for providing current contact information to HUNTER, SMITH & DAVIS, LLP and responding promptly to communication from HUNTER, SMITH & DAVIS, LLP. CLIENT shall also be responsible for providing HUNTER, SMITH & DAVIS, LLP with copies of any document reasonably requested of CLIENT. Failure of CLIENT to adhere to these responsibilities, plus any other reasonable responsibilities during representation, may result in HUNTER, SMITH & DAVIS, LLP withdrawing from representing CLIENT in this matter and/or any other matters in which HUNTER, SMITH & DAVIS, LLP represents CLIENT.

COST ARRANGEMENTS

The fee arrangements detailed in this Attorney/Client Agreement will apply not just to this matter, but also to other matters in which HUNTER, SMITH & DAVIS, LLP represents CLIENT in which a new Attorney/Client Agreement is not obtained. CLIENT acknowledges and affirms that it is aware of the fee arrangement on this matter or any other matter which HUNTER, SMITH & DAVIS, LLP represents CLIENT unless CLIENT requests information regarding the fee arrangement prior to any work being performed on such new matter.

Regardless of fee arrangements, CLIENT shall pay, as incurred, all out of pocket costs including, but not limited to, court costs, court reporter fees, expert consultant and witness fees, medical report fees, title insurance premiums, other third party fees, long distance phone charges, fax charges, photocopies, and travel (including, but not limited to, mileage and meals

and lodging, if away from home) at not less than current Internal Revenue Service per diem rates. We accept payment of retainers, fees and expenses in the form of cash, check or credit card. **Credit card payments will incur a non-refundable convenience fee of 2.5% for each credit card transaction.** This will be charged at the time of the transaction. Any refunds of fees or retainers will be issued by check when approved through the normal process at HUNTER, SMITH & DAVIS, LLP. At no time will HUNTER, SMITH & DAVIS, LLP issue a credit card refund unless it is as a result of an administrative error. Any dispute over legal fees/services charged to a credit card will be settled between Hunter, Smith & Davis, LLP and the client and will be governed by the rules of professional conduct. Any third party transaction involving credit card payments must be approved by the working attorney and authorized by fax or email by the cardholder. In all instances, HUNTER, SMITH & DAVIS, LLP reserves the right to require any additional authorization, signatures or other assurances as HUNTER, SMITH & DAVIS, LLP reasonably deems necessary.

You will be given a copy of every document pertinent to our representation in satisfaction of HUNTER, SMITH & DAVIS, LLP's obligations under Tn Sup. Ct. Rules of Prof. Conduct, Rule 1.16(d)(4) and (5) and Rule 1.17(c)(2). You should retain these in case you ever want them in the future. I will also send you a copy of any requested documents in our file, if available, and you will be billed based upon our standard copy fees, including, but not limited to, staff time to reproduce such copies. Copies sent to you will be your file copies. I may also keep the information in a file in my office. The file in my office will be the firm's file. Please bring your file to all of our meetings so that we both have all of the necessary information available to us. Once I have completed the legal work necessary to conclude this matter, I will close the firm's file and return any original documents to you. The firm will then store its file for a period of time, after which, the file may be destroyed.

I, the undersigned client, acknowledge and affirm that I have read and understood the entire contents of this four page Attorney/Client Agreement and will comply with all terms herein.

CLIENT #1 NAME Limited Edition C.O.A. DATE 6/5/2017

SIGNATURE: Richard J. Summers, BOARD MEMBER

CLIENT #2 NAME _____ DATE _____

SIGNATURE: _____

I have accepted CLIENT above as a client pursuant and subject to the terms of this Attorney/Client Agreement.

HUNTER, SMITH & DAVIS, LLP.

BY Jeannette Smith Tysinger
Jeannette Smith Tysinger, Attorney/MBA, Of Counsel

From: **Jeannette S. Tysinger** jtysinger@hdsdlaw.com
Subject: Re: Limited Edition
Date: June 7, 2017 at 7:22 AM
To: Gerard J Tummers tjummers@icloud.com



You would have to have 100% approval to change to a PUD. You would have a better chance of chafing what type of responsibilities you would have under the Master Deed. I don't believe that the PUD conversion is a viable option.

Sent from my iPhone

Very truly yours,

Jeannette S. Tysinger



JEANNETTE SMITH TYSINGER
Attorney/MBA
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Confidentiality Disclosure: The information in this email and in attachments is confidential and intended solely for the attention and use of the named addressee(s). This information may be subject to legal professional or other privilege or may otherwise be protected by work product immunity or other legal rules. It must not be disclosed to any person without our authority. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to and must not disclose, copy, distribute, or retain this message or any part of it. Please contact me immediately at the email address above if you received this email in error.

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the Web at:



On Jun 6, 2017, at 4:31 PM, Gerard J Tummers <tjummers@icloud.com> wrote:

Thank you for meeting with Joe Abounader and myself yesterday regarding Limited Edition.
One question remains. We asked you if the dynamics of Limited Edition going to Court to get the 50% stipulation eliminated, would change if the other 30 units were converted to P.U.D's. We do not remember you giving us an opinion on that situation. Looking forward to your comment.
Joe Tummers