

MICHAEL C. KIM & ASSOCIATES
GENERAL TERMS, CONDITIONS AND PRACTICES
(Effective January 1, 2012)

1. Official Office Hours. We are generally available for client calls and other communications (facsimile, electronic mail, etc.) between 9 a.m. and 5 p.m. (Central Time) on weekdays, excluding Holidays and related office closings (typically, our office is closed in observance of New Year's Day and ½ day on the eve, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the following Friday, Christmas Day and ½ day on the eve), subject to unforeseeable circumstances and interruptions due to situations beyond our reasonable control. While we may occasionally work and transmit communications when the office is formally closed (for example, evenings, weekends and Holidays), please note that such instances do not expand or extend our official office hours.

2. Form of Communications. We are willing to work with our clients using the communication means of their preference, subject to technology limitations and unavoidable factors (for example, we will utilize e-mail but cannot be responsible for spam-blocking software or telecommunication provider deficiencies which may frustrate such attempted transmission). If we communicate by e-mail, you agree that we need not utilize any secured, encrypted, or special method but that use of general internet transmission is acceptable. Correspondence sent by e-mail or facsimile generally will not be sent by hardcopy as well, unless you so request. Unless you notify us in writing to the contrary, you authorize our communicating with you by cellular phone, which may not be as secure as a landline phone.

3. Certified Documents. You agree to provide us with certified copies of all of the Association's governing documents (that is, Declaration, By-Laws, plats of survey, rules and regulations and all amendments of those documents). If such documents are not provided to us, we may not be able to render the requested service or will provide the requested service subject to modification or reversal if the certified document(s) deviates from the non-certified document(s) furnished to us, and you agree to be responsible for any expenses (including our additional attorney's fees) incurred due to failure to provide complete and certified documents.

4. Complete and Full Disclosure. Our ability to serve you is dependent on full and complete information being provided by you to us, and you agree to provide us with all such information even if you feel or believe that such information may be adverse or negative to you.

5. Cooperation. You agree to fully cooperate with us in handling your matters, including, but not limited to,

responding in a timely fashion to our requests for information, documents or direction, letting us know if a requested service is no longer needed or desired, and keeping us informed of your current contact information (including address, phone number and, if applicable, e-mail address and mobile phone number). If you fail to do so, our ability to serve you may be adversely affected, but you will still be responsible for accrued fees and expenses.

6. Scheduling and Timeframes. If you have a particular deadline or timeframe for any assigned matter, you must discuss that timing with us at the outset so that we can plan accordingly.

7. Authorized Contact Person. You may authorize any person to communicate and deal with us on your matters, preferably in writing. In the absence of written instruction to the contrary, we are authorized to communicate with and take instructions from the President of the Association and property manager for the Association.

8. Confidentiality of Communications. In general, any communication between us in which you are seeking or we are giving legal advice is protected by the attorney-client privilege of confidentiality against disclosure to other persons without your consent. In order to preserve this confidentiality, you agree to take reasonable steps (such as keeping letters and e-mails secure from unauthorized persons) to do so. While we may on occasion expressly label a communication as "attorney client privileged", the absence of such labeling does not mean that the communication is not privileged. If you have any question about the application of this privilege, please contact us.

9. Identification as Client. You agree that we may identify you as a client of our firm.

10. Use of Information. You agree that we may use our knowledge and experience gained from working on your matters for educational or example purposes or for other clients and client development, so long as such use does not violate the attorney client privilege.

11. Files and Records Storage/Maintenance. We will maintain files for your matters either in hard copy or electronic/digital format, depending on our evaluation of the preferred format. If a file is stored electronically or digitally, we may choose to provide you with a disc or similar medium of transfer, in lieu of printing out hard/paper copies. From time to time, we may no longer need file materials for a matter which has been

concluded, in which event we will notify you that the file is available for you to take from us. In that situation, you may have the file shipped to you or picked up at your expense (note that if there are no continuing matters being handled by us for you, you will have to prepay shipping costs) or have us discard the file materials in an appropriate manner (for example, shred confidential material). If you do not retrieve or give us specific instructions as to the disposition of your files, after we have notified you that the file is available, you hereby authorize us to discard the file materials in an appropriate manner.

12. Mutual Respect and Courtesy. We agree to treat each other and our respective personnel/staff with respect and courtesy. Impolite, rude, harassing or abusive behavior or any illegal discriminatory conduct will not be tolerated and we reserve the right to terminate services for such misconduct.

13. Invoicing and Payment. Generally, invoicing is done on a monthly basis and payment is due upon receipt of our invoice. State and local sales and use taxes will be included in the billing, if applicable. If an invoice is not paid within 30 days of invoice date, you agree to pay a monthly service charge equal to the greater of 1% (equivalent to 12% per annum) of the invoiced amount or \$25, for each month or partial month until paid in full. If your check is dishonored, you agree to reimburse us for any resultant bank charges. Post dated checks are not acceptable. If you have any questions or concerns about any invoice, please bring them to our attention as soon as possible so that we can address them effectively. If you do not pay for services rendered or expenses advanced, we reserve the right to suspend or terminate future services, require security retainers for future work or exercise our right to hold your file materials until the matter is resolved.

In general, we charge for our services on a hourly rate basis and our billing rates are subject to increase annually. In some instances where we agree to seek reimbursement of your legal fees from another party (for example, in a lawsuit), you remain responsible for those attorney's fees even if the court does not require the other party to pay some or all of the attorney's fees being sought or the other party fails to pay. Unless expressly agreed to in writing between us, we do not represent clients on a contingent fee basis or flat fee basis.

Expenses are billed at cost. Note that in some instances, the invoicing to us for expenses (for example, FedEx or messenger charges) may be billed to us in a month subsequent to the month in which originally incurred. Expenses include but are not limited to extraordinary overtime for support staff, filing fees, process server fees, court reporter charges, document

certification fees, messenger/courier/FED EX charges, outside conference call service, long distance telephone charges, outside copy service charges, special supplies charges, large volume photocopying and special database access charges.

14. Use of Subcontractors. On occasion we may utilize outside contractors (attorneys, paralegals, docket clerks and secretarial personnel) to supplement our regular staff; however, in any such situations, we remain responsible for the work performed by them. For attorneys and paralegals, you will be billed at rates equivalent to our employees of similar experience.

15. Administrative and Regulatory Proceedings and Subpoenas and Court Orders. We reserve the right to charge you and you agree to pay for our time charges, attorney's fees and other expenses incurred by us resulting from our required response to judicial, administrative or regulatory proceedings (including subpoenas and orders), if such judicial, administrative or regulatory proceeding is related to any work performed for you by our firm and does not involve a dispute between us. We will promptly notify you of any such proceedings, subpoena or order. This right and obligation survive any termination of our relationship with you.

16. Right to Terminate. You have the right to terminate our services at any time and we have a similar right to terminate providing you services. You will remain responsible for costs, disbursements and attorney's fees accrued up to the date on which we or you, as the case may be, are notified of the termination of our services.

17. Notices. Notice may be delivered in person or by messenger or courier and is deemed effective upon such delivery; notice by mail must be sent by certified mail, return receipt requested, proper postage prepaid, and is deemed effective on the earlier of (a) the third business day (excluding Saturday, Sunday and Federal Holidays) after deposit in the mail, (b) the date of actual receipt, or (c) the date of refusal of receipt.

18. Waiver. Any waiver of any term of this agreement must be done by written agreement between us expressly stating the nature and scope of any such waiver.

19. Amendment. These General Terms, Conditions and Practices are effective as of the above date. We may modify these General Terms, Conditions and Practices from time to time, in which event we will give notice of the effective date of such modifications, including posting on the Firm's website. Your continued use of our services on or after the applicable effective date constitutes your agreement to such General Terms, Conditions and Practices.