

June 11, 2018

STOPGREENHOUSELANDFILL (“**You**” or “**Your**”)  
3623 Shadow Trail  
Houston, Texas 77084  
Attention: Mr. Gary D. Brown, PE  
Phone: (281) 687-2972  
Email: [gdbengr@peoplepc.com](mailto:gdbengr@peoplepc.com)

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White & Case LLP  
1200 Smith Street  
Suite 2300  
Houston, TX 77002-4403  
T +1 713 496 9700

[whitecase.com](http://whitecase.com)

Dear Mr. Brown:

You have asked that White & Case LLP (“**White & Case**”, or the “**Firm**”) represent You on a *pro bono* basis to perform the following services and no other: drafting bylaws for STOPGREENHOUSELANDFILL, which is a 501(c)(3) organization.

YOU SHOULD CAREFULLY EXAMINE THIS LETTER AND ATTACHMENT BECAUSE THEY DESCRIBE THE SERVICES THE FIRM SHALL PERFORM AND THE TERMS AND DETAILS OF THIS PRO BONO ENGAGEMENT.

White & Case will represent You on a *pro bono* basis. That means You will not be charged a fee for the services performed under this engagement by the Firm or its lawyers. However, You shall pay all reasonable and necessary out-of-pocket costs advanced by White & Case directly to the Firm or at the Firm’s request to other persons amounts which are due those persons for such expenses. The Firm will not charge You for secretarial, copying expenses or the like.

As stated in the first paragraph above, White & Case’s only services to You will be those described above. Unless the Firm so provides in writing, there will be no other services performed for You or on Your behalf.

The services of lawyers at White & Case are governed by applicable Disciplinary Rules of Professional Conduct. Under Rules 1.06 through 1.09 of the Texas Disciplinary Rules of Professional Conduct, no lawyer in the Firm may act adversely against Your interest regardless of whether he or she is working on this engagement or has actual knowledge of information provided by You in the Firm’s performance of the engagement. Similarly, Rule 1.09 provides that if there is a relationship between this engagement and a subsequent matter for a client that would be adverse to Your interests after the Firm no longer represents You, all lawyers at White & Case would be prevented from acting on behalf of that client in that subsequent matter. You could, however, if properly informed of the risks of doing so, consent to either of those concurrent or subsequent representations.

Notwithstanding the foregoing, it is possible that during the course of this or any other representation by the Firm, other clients or new clients may ask White &

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Case to represent those clients in asserting or protecting interests which are adverse to or different from Your interests. These may constitute conflicts of interest which could prevent or otherwise inhibit the Firm's ability to represent those clients, new clients or You. Given that possibility and to be fair to those others and You, as a condition to our undertaking this representation, You and we agree that we may continue to represent or undertake to represent existing or new clients, including in litigation or arbitration and any other matter regardless of its magnitude, significance or other importance notwithstanding those interests may be adverse to Your interests. These matters may include any of the following without limiting the generality of the foregoing: any kind of commercial transactions, matters involving bankruptcy including claims, and any kind of litigation. Should you be unable or unwilling to agree, your alternative will be to engage other counsel to represent You in the matter described above.

We request that before agreeing to the above advance waiver and consent, You consider its consequences as well as Your rights concerning the confidential information which will be disclosed to the Firm in the course of this representation. You should consider any concerns You might have as to its effect on the zealously of White & Case's representation of and loyalty to You as a client.

To ensure that the zealously of the Firm's representation and loyalty would not be affected nor Your confidential information disclosed, if the Firm undertakes representation of clients with such adverse interests, White & Case, if requested to do so or in its judgment it deems appropriate, will install appropriate ethical screens.

Notwithstanding the foregoing, in the absence of Your consent, the Firm shall undertake no new such representation which is adverse to Your interests which has a substantial relationship to the matters involved in this representation.

If the above is agreeable to You, You should examine carefully the Attachment to this letter which describes other terms and conditions of this engagement. Please sign below to indicate Your agreement to the terms of this engagement contained in this letter and the Attachment.

Very truly yours,

WHITE & CASE LLP

Agreed and accepted by:  
STOPGREENHOUSELANDFILL

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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TERMS AND CONDITIONS OF  
THIS PRO BONO ENGAGEMENT

**1. Your Cooperation**

You must, during the course of this engagement, cooperate fully with the Firm, disclose fully and accurately all relevant facts, keep the Firm fully informed of all developments of which You are aware relating to the matter, respond to the Firm's requests for information and keep White & Case informed at all times of any change in circumstances, address and telephone number.

**2. Termination of Engagement**

The relationship may be terminated by either You or the Firm at any time for any reason, by written notice to the other party, but particularly, if You should fail to honor the Terms of this Engagement or fail to cooperate or if any fact or circumstance would, in our view, render our continuing representation of You unlawful or unethical. If White & Case elects to withdraw for any reason, You agree to take all steps necessary to free the Firm of any obligation to perform further, including the signing of any documents necessary to complete that withdrawal, and to pay any outstanding disbursements.

Any withdrawal by the Firm shall be consistent with applicable Disciplinary Rules of Professional Conduct.

**3. Recovery of Fees**

In the event that our representation of You results in an award of attorneys' fees, we retain the right to such attorneys' fees and You agree to provide them to us.

**4. Publicity and Announcements**

The Firm may, at its option and sole expense after the earlier of (i) the completion of the engagement or (ii) any public disclosure You have made about such matter, place announcements and advertisements regarding and/or otherwise publicize (*e.g.*, by providing information for "league table" reporting purposes) the Firm's role in the matters that are the subject of this engagement (including information about such matter which is generally available to the public) on the Firm's internet website, in marketing materials and in such financial and other newspapers and journals as it may choose.

**5. Disciplinary Rules of Professional Conduct**

The representation will be governed by the Disciplinary Rules of Professional Conduct of the State of Texas.