

May 2, 2012

Collin County Housing Finance Corporation
Collin County Administration Building
2300 Bloomdale Road
Suite 4192
McKinney, Texas 75071

Re: Engagement Letter

Ladies and Gentlemen:

Thank you for engaging us to represent Collin County Housing Finance Corporation ("Client") in connection with the matter described below. We appreciate the confidence you have shown in Bracewell & Giuliani LLP ("B&G" or "Firm") and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by B&G subject to the conditions described in this letter.

Scope of Engagement

B&G will represent Client as its bond counsel ("Bond Counsel") in connection with certain matters related to the Client's programs and outstanding bonds and other matters that we are requested to assist Client with from time to time. This letter, and B&G's Standard Terms of Engagement, govern all projects and engagements for Client.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

Fees, Expenses and Billing

Fees for our services as Bond Counsel not related to the issuance of bonds by Client will be based primarily on an hourly charge determined by the amount of time devoted by B&G professionals to perform the legal services contemplated by this engagement, although specific matters may be at a fixed fee agreed upon by us. Other factors authorized by

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Rule 1.5(a) of the ABA Model Rules of Professional Conduct also may be considered when determining the fees charged by B&G. Fees for our services as Bond Counsel related to the issuance of bonds will be set by addendum to this letter, and will be invoiced and payable as set forth in any such addendum (an "Addendum").

In addition to legal fees, Client will be responsible for expenses incurred by the Firm on its behalf except as otherwise set forth herein or in an Addendum. Expenses charged by third-parties that are incurred specifically on your behalf (e.g., filing fees and expert's fees) will be billed at cost. Other expenses for which the Firm contracts in bulk (e.g., online research, imaging, facsimile and litigation support) will include a reasonable allocation of overhead for clients using those services. In appropriate cases, reimbursable expenses will also include charges for dedicated services of staff, overtime charges for assistants and other staff, and charges for meals and taxis relating to overtime.

This engagement will include representation of Client in connection with multifamily matters, and we acknowledge that third parties, and not Client, will be responsible for payment of our fees and expenses in such matters. Notwithstanding any such payment, in such matters (i) we will represent Client as its attorneys, and (ii) there will not be any attorney/client relationship between B&G and any such third party.

An invoice for fees and expenses will be submitted on a periodic basis, generally monthly, and payment is due upon receipt. It is important for you to bring any question regarding the fees or reimbursable expenses charged in this matter to my attention within 30 days after receipt.

Hourly billing rates and reimbursable expenses are set, reviewed and adjusted by B&G on an annual basis and will appear on the periodic invoice provided for this engagement.

Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that B&G relies upon the Texas Disciplinary Rules of Professional Conduct. B&G may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location that acceptable to client and B&G. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding. In the event that mediation is

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not successful, the parties agree to resolve their dispute by arbitration conducted according to the rules of the American Arbitration Association for non-administered proceedings or an authorized fee arbitration program.

Conclusion

You are encouraged to discuss the terms of this engagement letter with your in-house counsel and independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

If this Engagement Letter and the Terms of Engagement are acceptable, please sign the enclosed copy and return it to me.

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Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell & Giuliani LLP

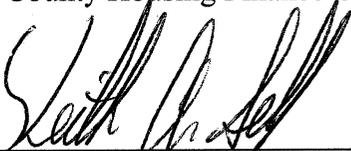


Robert R. Collins III

Attachments

AGREED AND ACCEPTED:

Collin County Housing Finance Corporation

By: 

Keith Self, President

Date: 5/7/12

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TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell & Giuliani LLP ("B&G") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because B&G has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

Conflict of Interest is a concern for B&G and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

If a Conflict of Interest unrelated to this engagement develops between you and another client of B&G, you consent to the firm's adverse representation in the unrelated matter.

B&G accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Staffing the Project

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

B&G issues invoices on a periodic basis, normally each month, for fees and expenses. Payment will be made in accordance with V.T.C.A. Government Code, Chapter 2251.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to B&G in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then

the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to B&G the amounts stated to be payable to B&G under the Engagement Letter.

Termination

Because B&G has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that B&G reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. B&G has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Retention of Client Files

Client files are limited to: materials supplied by Client; final contracts; estate planning documents, deeds and corporate records; and, routine correspondence related to this engagement. At the close of any matter, Client files may be returned to you, sent to a private storage facility, archived for a limited time or destroyed. The attorney closing the file will determine, at his or her discretion, the disposition of Client files, unless you make a specific written request that they be returned.

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Your request for return of Client files must be delivered to B&G no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files.

B&G adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time.

It is important for Client to alert B&G in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify B&G in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

B&G Files

You agree that B&G will own and retain its own files and any related electronically stored information pertaining to the engagement. You will not have the right or ability to require us to deliver such files and records (or copies thereof) to you. Examples of B&G files and records are: firm administrative records, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of B&G or any documentation which such partner determines to be duplicative or unnecessary in all cases without having to obtain your consent.

Choice of Law

Because B&G performs legal services in a number of jurisdictions, for consistency and predictability, the Client and B&G agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the

facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that B&G has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both B&G and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by B&G, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or B&G's General Counsel or Managing Partner.