

# ALLEN BOONE HUMPHRIES ROBINSON LLP

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Joe B. Allen  
Managing Partner

June 16, 2010

Board of Directors  
Fort Bend Grand Parkway Toll Road Authority

Dear Board of Directors:

This letter, when accepted by you, will constitute our agreement to serve as general counsel and bond counsel to Fort Bend Grand Parkway Toll Road Authority (the "Authority") in connection with the design, construction, financing and operations of the Authority and its toll road projects.

I. General Counsel Services

A. Board Meetings and Records

- Schedule date and confirm availability of Board members.
- Confer with the Board members and consultants on agenda items.
- Prepare and post agendas in accordance with Texas Open Meetings Act.
- Copy and distribute appropriate documents to the Board in preparation for monthly meetings.
- Attend monthly Board meetings with appropriate attorneys and legal assistants.
- Prepare Minutes of each Board meeting and distribute to Board for approval.
- Copy and distribute appropriate documents to the Board and interested parties following Board meetings.
- Maintain Authority files in order to comply with the Records

Management Act.

- It is anticipated that the Board will normally meet once a month; however, as construction activity accelerates, more meetings might be possible.

B. Right-of-Way Acquisition

- Right-of-way acquisition services include meeting with the GEC and the design engineers to finalize appropriate right-of-way.
- Review of title information on each of the designated tracts.
- Negotiation with appraisers for appraisal services.
- Review of appraisals.
- Submission to the Authority's Board for official offers for right-of-way.
- Correspondence, meetings and negotiations with the effected land owners for purchase of right-of-way.
- Preparation of appropriate contract for purchase of right-of-way.
- Preparation of closing documents and closings with appropriate title insurance documentation and recording of instruments.
- We anticipate that you will engage specialized condemnation attorneys as necessary to handle the following:
  - Preparation and filing of appropriate condemnation suits, if required.
  - Preparing for and presenting evidence at Special Commissioners' Hearings.
  - Preparation of appropriate judgments or other motions.
  - Jury Trial, if necessary, to resolve the value of property taken.

We anticipate that we will work with these condemnation attorneys to coordinate case information, case management and reports to the Authority on the progress of these cases.

C. Additional Services

The following services will be rendered when needed and requested by the Board.

1. Negotiation and preparation of contracts with various consultants for the Authority.
  - Negotiation and preparation of contracts with general consulting engineers, design engineers, financial advisors, market analysis and others on an as-needed basis for undertaking the project.
2. Negotiations with and preparation of agreements with political subdivisions.
  - This service includes negotiations and preparation of documents with Fort Bend County, Fort Bend County Toll Road Authority, Harris County Toll Road Authority, Texas Department of Transportation for necessary agreements for the design, approvals, cost-sharing and implementation of the projects.
3. Feasibility Studies
  - Assistance in preparing and drafting of feasibilities for Authority projects such as the Project Development Plan which was prepared on Grand Parkway Segment D to combine the engineering, traffic and revenue projections and financial advisory reports into a brief and concise report for Commissioners Court and other interested parties.
  - Briefing and meetings with Fort Bend Commissioners Court to review and authorize appropriate action.
4. Interim Financing
  - Preparation of agreements with Fort Bend County, Fort Bend County Toll Road Authority, Harris County Toll Road Authority and other interested parties for the advance of funds for preliminary feasibility and pre-construction activities.
  - Issuance of notes or other obligations.

5. Construction Services

- Coordinate with engineer, environmental consultant, and other consultants regarding environmental and permitting issues, including possible archeological and wetlands issues.
- Make application to U. S. Army Corps of Engineers, Texas Commission on Environmental Quality, Texas Department of Transportation, and all other state and federal regulatory agencies to obtain all required permits and approvals.
- Negotiate and draft pipeline relocation agreements.
- Negotiate and draft oil well plugging and relocation agreements.
- Review, revise and approve construction contracts, if requested.
- Review payment and performance bonds, if requested.
- Represent the Authority in any contractual disputes with construction contractors.

6. Toll Operations

- Negotiate operating agreement with HCTRA.
- Advise on any matters related to operations such as insurance, potential liability, etc.

Fees related to matters other than bond counsel services are based on hourly rates and will be based on the time spent by the lawyers, paralegals, and administrative personnel who work on the matter. Billing rates for our attorneys vary according to the experience of the individuals. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Any service performed by special project assistants or support staff will be billed at an hourly rate consistent with the rates charged similar authorities for similar services. Fees for the additional services described herein will be billed from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the Board may direct.

The fees ultimately charged may be increased from time to time based upon a number of factors, such as the value of the services we render, the degree of experience we have in performing our services, our efficiency in handling your matter, the size of

the matter, and the results we achieve.

All fees and expenses will be reviewed and approved by the Board of Directors with such technical and advisory services as the Board may determine.

## II. Bond Counsel Services

1. Attendance at all meetings as required or requested in connection with the planning and authorization of such issue, including consultation on federal income tax matters.
2. Review of the official statement prepared by the Authority's underwriters, financial advisors or securities counsel in connection with the sale of the Bonds, but only for the limited purposes described therein.
3. Preparation of the order authorizing issuance of the Bonds, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of the Bonds.
4. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration of the Bonds by the Comptroller of Public Accounts of Texas.
5. Preparation and filing of legal documents required under federal income tax law for the Bonds, and the preparation of and delivery to the Authority of a Letter of Instructions with respect to the federal income tax treatment of bond proceeds.
6. Supervision of the printing of the Bonds and their delivery to the initial purchaser.
7. If appropriate, the delivery at closing of our approving opinion as to the validity of the Bonds under Texas law and the exclusion of interest on the Bonds from gross income of the holders under federal income tax law.

It is our understanding that the Authority will employ a recognized investment banking firm to serve as financial advisor to the Authority and that said firm will be responsible for advising the Authority concerning the sale of the Bonds and will assist the Authority in the preparation of an Official Notice of Sale and an Official Statement (the "Offering Documents") in connection with each issue of the Bonds offered for sale

to the public.

In our capacity as bond counsel, we will review those portions of the Offering Documents which describe the Authority's legal authority for issuance of the Bonds to determine whether such description conforms to and fairly summarizes relevant provisions of Texas law with regard to the sale of the Bonds. We also will review those portions of the Offering Documents describing the resolution of the Board authorizing the Bonds to determine whether such description fairly summarizes the provisions of said resolution. In addition, if requested, we will review such other portions of the Offering Documents as describe matters of law and legal relationships of the Authority about which we have knowledge. We will not, however, undertake to independently verify any of the factual information contained in the Offering Documents, nor will we conduct any investigation of the affairs of the Authority for the purpose of passing on the accuracy or completeness of the Offering Documents. Since our role in connection with the Offering Documents will be of an advisory rather than an investigatory nature, said documents will contain a statement describing our services as outlined above and stating that our limited participation may not be relied upon as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained therein.

Unless specifically requested by the Authority pursuant to terms and conditions to be set forth in a separate engagement letter, we will not be responsible for advising the Authority concerning the provisions of the various securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934, and the securities laws of the various states in which the Bonds may be sold.

#### Scope of Engagement - Continuing Disclosure Services

Additionally, we will provide legal services in connection with the obligation of the Authority to provide continuing disclosure pursuant to Securities and Exchange Commission Rule 15c2 12, as such rule may be amended from time to time, with respect to any bonds issued by the Authority. In connection with this engagement, we will advise the Authority of its continuing disclosure obligations, prepare resolutions to be adopted by the Board of Directors of the Authority in connection with the Authority's continuing disclosure obligation, and prepare the Authority's continuing disclosure filings with the assistance of the Authority's bookkeeper, financial advisor, engineer and other Authority consultants.

For our services as bond counsel in connection with the authorization, issuance and sale of the Bonds, our fee will be consistent with fees charged to other toll road entities undertaking similar bond issuances.

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The above fees shall be calculated separately for each such issue or series, paid from bond proceeds, and contingent on delivery of the bonds. If no bonds are issued, no fee would be expected.

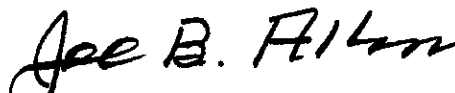
The Authority would also reimburse us for expenses incurred in connection with the issuance of the Bonds, including travel, long distance telephone charges, and photocopy and document delivery charges. All such charges will be reasonable and subject to approval by the Authority.

The services outlined above do not include such matters as services as disclosure counsel in connection with this issue, work on post-closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 7 above, but we believe that such additional services, if requested by the Authority, should be performed on mutually agreeable terms, to be set forth in a separate letter of engagement.

This agreement may be terminated by either party at any time, and we would expect to be paid all fees and expenses to the date of termination.

If the arrangement set out above, and in the enclosed Standard Terms of Engagement for Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please take appropriate action to approve this agreement and return one executed copy to the undersigned.

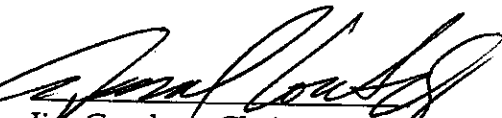
Sincerely,

  
Joe B. Allen

ACCEPTED:

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By:

  
Jim Condrey, Chairperson  
Board of Directors

## **ALLEN BOONE HUMPHRIES ROBINSON LLP**

### *Standard Terms of Engagement for Legal Services*

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

### **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.



### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

### **How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our lawyers, paralegals, and administrative personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually on a Firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors.

The water districts and special-purpose entities represented by the Firm share many issues in common. We have found it cost-effective for our clients to have legal research, analysis, and recommendations regarding developments in laws, regulations, and procedures performed and divide the resulting fees and expenses among all the clients benefited by the services. These charges are shown as "shared fees" on our invoice.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

### **Additional Charges**

In addition to our fees, there will be other charges for items incident to the

performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page.

Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm charges \$1.00 per page for outgoing telefaxes, which includes all telephone costs.

Telephone

The Firm does not charge for local calls. Due to the Firm-wide volume of long distance calls and multitude of rates for the various area codes and exchanges (over 65,000), the Firm does not bill each individual call based on the statements received from providers, but rather charges a flat rate of \$.41 per minute for each long distance call made within the United States. This rate (\$.41) is an approximation of third party provider charges and internal costs associated with this service. International calls are charged based on the rate in effect for the country being called.

Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost. Depending on the volume of both Firm and personal travel, the Firm may receive beneficial services, including airline tickets from its travel

agent for which no adjustment is made on an individual client's account. In addition, credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

#### Administrative Meeting Charge

The Firm charges an administrative meeting charge for each Authority Board of Directors' meeting held at the Firm's offices. This flat fee covers supplies, beverages, utensils, materials, incidental personnel, and miscellaneous costs related to set-up and clean-up from a Board meeting conducted at the Firm's offices. This charge may be increased from time to time to reflect an increase in costs.

#### All Other Costs

The Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

### **Billing Arrangements and Terms**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for the services described herein will be billed from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the Client may direct and are payable within thirty days of receipt.

### **Advances**

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

### **Client and Firm Documents**

We will maintain any documents that you furnish to us in our client file (or files) for this matter. At your request, we will return your documents to you at the conclusion of the matter (or earlier, if appropriate). It is your obligation to tell us which, if any, of the documents that you furnish us that you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges. Our own files pertaining to this matter, including the work performed by our attorneys, will be retained by the firm. Any documents retained by the firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.