

**SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

This Second Amendment is made and entered into this 18th day of May, 2011, and modifies the Agreement for Professional Services (the "Agreement") between the Fort Bend County Toll Road Authority and William O. Jameson, d.b.a. WJ Interests, LLC, dated July 8, 1999, and amended November 17, 2010.

The Agreement is hereby modified as follows:

1. The section heading for Section 8 is replaced with the following: Independent Contractor Relationship and Indemnity.
2. Section 8 is deleted and replaced with the following:

It is understood that this Agreement does not create an employer/employee relationship between the parties, and Consultant agrees that he shall not represent himself to third parties as having authority to sign binding agreements with, or incur obligations to, such third parties on behalf of Authority.

Consultant assumes full responsibility for and agrees to pay all contributions and taxes payable under Federal and applicable State Social Security Acts and Income Tax laws, and further agrees to indemnify Authority from any tax, interest or penalty which Authority may be required by law to pay on account of failure to comply with Federal or State law or the rules and regulations of administrative officials or boards charged with enforcement of Federal and State Acts referred to above. Consultant also acknowledges and agrees that he is not eligible to participate in or be covered by any of the Authority's insurance or benefit programs, including, but not limited to, worker's compensation, unemployment compensation, medical/dental/life/disability insurance coverages and programs or any other benefits or programs normally associated with employee status.

TO THE EXTENT ALLOWED BY LAW AND TO THE EXTENT UNALLOCATED AND UNCOMMITTED FUNDS ARE AVAILABLE IN THE AUTHORITY'S FUNDS, THE AUTHORITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CONSULTANT, WILLIAM O. JAMESON, D.B.A. WJ INTERESTS, LLC, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION)

OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ANY THIRD PARTY TO THE EXTENT SUCH LOSSES OR CLAIMS ARE NOT COVERED BY CONSULTANT'S OWN INSURANCE, BASED UPON OR RESULTING FROM THE NEGLIGENT ACT OR, OMISSION, OR MISCONDUCT IN THE COURSE OF WORK UNDER THIS AGREEMENT OF CONSULTANT, AND/OR AUTHORITY'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES. HOWEVER, THIS INDEMNITY WILL NOT COVER ANY LOSS OR CLAIM ARISING FROM CONSULTANT'S OWN ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS THE AUTHORITY'S WAIVER OF ITS RIGHTS TO GOVERNMENTAL IMMUNITY AS TO THIRD PARTIES.

The Authority shall procure insurance that covers this indemnity and Consultant will be added as additional insured and with a waiver of subrogation in favor of the Consultant.

This Second Amendment does not alter, modify, or otherwise change any part of the Agreement, as amended, except as specifically stated in this amendment.

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IN WITNESS WHEREOF, this First Amendment is effective as of May 18, 2011.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By:


James Condrey
Chairman, Board of Directors

WILLIAM O. JAMESON,
d.b.a. WJ Interests LLC


William O. Jameson, President