

JOINT PROJECT AGREEMENT FOR TOLL SYSTEM IMPLEMENTATION FOR THE FORT BEND PARKWAY, SEGMENT B-1

This Joint Project Agreement (this "Agreement") is made and entered into as of the 16th of January, 2013 by and between Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), a Texas Local Government Corporation, and Fort Bend County Toll Road Authority ("FBCTRA"), a Texas Local Government Corporation (collectively, the "Parties").

BACKGROUND

WHEREAS, FBCTRA is constructing an extension of the Fort Bend Parkway from State Highway 6 to Sienna Parkway ("Segment B-1"), which shall include one tolled location; and

WHEREAS, GPTRA has entered into a Toll System Implementation Agreement with TransCore LP, effective December 19, 2012 (the "Toll System Implementation Agreement"), for the implementation of a toll system; and

WHEREAS, FBCTRA desires to enter into this Agreement in order for GPTRA to provide for the implementation of a tolled location for Segment B-1 (the "Segment B-1 Toll Location"), pursuant to the Toll System Implementation Agreement, and GPTRA is willing to accommodate that request, subject to the terms of this Agreement; and

WHEREAS, GPTRA has approved Supplemental Agreement No. 1 to the Toll System Implementation Agreement on even date herewith, providing for approval of a change order for the implementation of the Segment B-1 Toll Location, subject to the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein the Parties agree as follows:

AGREEMENT

Section 1.1 Segment B-1 Toll Location.

(a) GPTRA shall provide for the procurement and installation of the Segment B-1 Toll Location, pursuant to the Toll System Implementation Agreement, and FBCTRA shall permit GPTRA and TransCore, LP personnel to have unrestricted access to the Segment B-1 for such purposes.

(b) GPTRA shall pursue on behalf of FBCTRA all claims against Trans Core LP pursuant to this Agreement or the Toll System Implementation Agreement.

(c) GPTRA will bill FBCTRA its actual costs of implementing the Segment B-1 Toll Location, estimated in the amounts shown on **Exhibit E** of the Toll System Implementation Agreement, and its costs, if any, incurred pursuant to Section 1.1(b), as such costs come due and payable,

Section 1.2 Term and Termination. The term of this agreement shall expire upon the expiration or termination of the Toll System Implementation Agreement. Section 1.1(b) and (c) shall survive the termination of this Agreement.

Section 1.3 Liability.

(a) By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and the laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

(b) Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

Section 1.4 Miscellaneous.

(a) This Agreement shall be for the sole and exclusive benefit of GPTRA and FBCTRA and shall not be construed to confer any benefit or right upon any customers, residents, or members of GPTRA or FBCTRA, or on any other party.

(b) This Agreement is not assignable by any party hereto except with the prior written consent of the other party.

(c) This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

(d) The failure of either party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

(e) In addition to any other available remedies, the parties hereto shall have the right to injunctive relief in the event a party hereto violates any term of this Agreement.

(f) Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

Section 1.5 Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices may be given by first class mail, postage prepaid, or by overnight delivery service, or by facsimile transmission to the addresses set forth herein or such other address as may be designated by a party. Notice shall be made as follows:

| | |
|--------------|---|
| If to GPTRA: | Fort Bend Grand Parkway Toll Road Authority c/o Allen Boone Humphries LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Rich Muller |
|--------------|---|

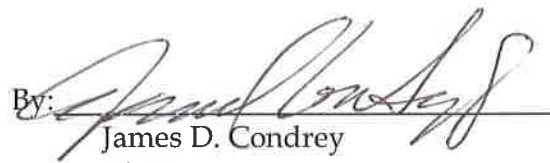
| | |
|---------------|--|
| If to FBCTRA: | Fort Bend County Toll Road Authority c/o Allen Boone Humphries LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Rich Muller |
|---------------|--|

Section 1.6 Joint Representation. Both GPTRA and FBCTRA (the "ABHR Represented Parties") have requested Allen Boone Humphries Robinson LLP ("ABHR") to represent them in connection with the preparation and review of this Agreement. ABHR has discussed with the ABHR Represented Parties the advantages and disadvantages of the ABHR Represented Parties engaging independent counsel to represent the ABHR Represented Parties in connection with the preparation and review of this Agreement because of the potential conflict of interest in ABHR's representation of the Authority and the District in this matter. ABHR has informed the Authority and the District that it reasonably believes that its representation of one party will not be affected by its representation of the other party, and that ABHR is fully able and willing to represent the ABHR Represented Parties fairly and adequately in connection with this matter. With a full understanding of the party's options to retain independent counsel to have ABHR represent them with respect to the matters described above, and the advantages and disadvantages of either choice, the Authority and the District requested that ABHR represent the ABHR Represented Parties with respect to the matters described above. The Authority and the District understand that there may be complete disclosure to the ABHR Represented Parties of all information and

communications that ABHR receives from the ABHR Represented Parties in the course of ABHR's representation in this matter.

EXECUTED on January 16, 2013, to be effective as of the first date written on page 1 of this Agreement.

**FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY**

By: 
James D. Condrey
Chairman

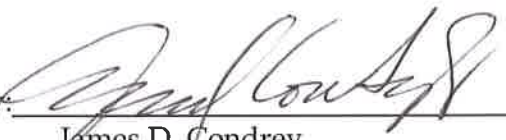
ATTEST:

By: 

Name: Charles Rencher

Title: Secretary

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: 
James D. Condrey
Chairman

ATTEST:

By: 

Name: Charles Rencher

Title: Secretary