

**JOINT PROJECT AGREEMENT
FOR VIOLATION PROCESSING IMPLEMENTATION SERVICES
FOR THE FORT BEND PARKWAY, SEGMENT B-1**

This Joint Project Agreement (this "Agreement") is made and entered into as of the 20th of November, 2013 (the "Effective Date") 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" or individually, a "Party").

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 Violation Processing Services Agreement with Xerox State & Local Solutions, Inc. ("Xerox"), effective April 17, 2013, (the "Violation Processing Services Agreement") for the initial implementation and subsequent provision of certain violation processing services; and

WHEREAS, FBCTRA desires to enter into this Agreement in order for GPTRA to provide for the initial implementation of services for a tolled location for Segment B-1 (the "Segment B-1 Toll Location"), pursuant to the Violation Processing Services 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 Violation Processing Services Agreement on October 16, 2013, providing for approval of a change order for services related to the Segment B-1 Toll Location; and

WHEREAS, since the Segment B-1 Toll Location will not be operational until a future date, the Parties will address later and when appropriate the subsequent provision after implementation of certain violating processing services for the Segment B-1 Toll Location pursuant to the Violation Processing Services Agreement; and

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 initial implementation of services for the Segment B-1 Toll Location as specified in the Violation Processing Services

Agreement, and FBCTRA shall permit GPTRA and Xerox personnel and subcontractors to have unrestricted access to Segment B-1 for such purposes.

(b) GPTRA shall pursue on behalf and for the benefit of FBCTRA all claims against Xerox pursuant to this Agreement or the Violation Processing Services Agreement.

(c) GPTRA will bill FBCTRA its actual costs of the initial implementation of services for the Segment B-1 Toll Location, estimated in the amount of \$24,982.00 as shown on **Exhibit E** of the Violation Processing Services Agreement, and its costs, if any, incurred pursuant to Section 1.1(b), as such costs come due and payable. Further, costs will be reduced by any applicable credits or by any amounts recovered pursuant to Section 1.1(b).

Section 1.2 Term and Termination. The term of this Agreement shall expire upon the earlier of either (a) the expiration or termination of the Violation Processing Services Agreement or (b) the completion of the initial implementation of services under the Violation Processing Services Agreement for the Segment B-1 Toll Location, the date of such completion to be initially determined by GPTRA and then confirmed by FBCTRA. 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 or the laws of the State of Texas as a result of its execution or performance of this Agreement.

(b) Each Party 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 except with the prior written consent of the other Party.

(c) Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

(d) This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation other than those expressly provided in this Agreement was made to or relied upon by that Party.

(e) The failure of either Party 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, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

(f) This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

(g) In addition to any other available remedies, each Party shall have the right to injunctive relief in the event the other Party violates any term of this Agreement.

(h) This Agreement, and all claims arising from or related to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. Any litigation involving this Agreement shall be adjudicated exclusively by a state court 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 (i) first class mail, postage prepaid, (ii) overnight delivery service, or (iii) 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
Fax: (713) 860-6615

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
Fax: (713) 860-6615

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 GPTRA and FBCTRA in this matter. ABHR has informed GPTRA and FBCTRA 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 each Party's option to retain independent counsel to have ABHR represent it with respect to the matters described above, and the advantages and disadvantages of either choice, GPTRA and FBCTRA each requested that ABHR represent the ABHR Represented Parties with respect to the matters described above. GPTRA and FBCTRA 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 November 20, 2013, to be effective as of the Effective Date of this Agreement.

**FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY**

By: 
James D. Condrey
Chairman

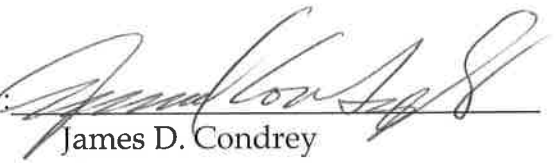
ATTEST:

By: 

Name: Charles Rencher

Title: Secretary

**FORT BEND COUNTY TOLL ROAD
AUTHORITY**

By: 
James D. Condrey
Chairman

ATTEST:

By: 

Name: Charles Rencher

Title: Secretary