

CONTRACT FOR PROFESSIONAL SERVICES

The client is Fort Bend County Toll Road Authority and Fort Bend Grand Parkway Toll Road Authority (hereinafter referred to as "Client") and the provider of services is G & P Consulting – Colin Parrish (hereinafter referred to as "Consultant").

The Client engages Consultant to provide professional services described herein, in consideration of the mutual promises provided herein, and for the compensation expressed:

- 1) Consultant agrees to provide the following services: consult, plan, research and advise the client regarding legislation and agency action dealing with transportation policy, toll roads, construction, project delivery and finance in the state of Texas, working with legislative and appropriate state agencies; track related legislation and provide all other services deemed by Client to be beneficial to Client's interests.
- 2) This contract shall be from 10-01-2014 through 09-30-2015. For the services described herein, Consultant shall be paid \$5,000.00 per month with the first payment due 11-01-2014.
- 3) Payments shall be made at P.O. Box 685075, Austin, TX 78768, or at such other location as Consultant may direct. Invoices shall be mailed or emailed to Client at the following address: Fort Bend County Toll Road Authority, c/o AVANTA Services, 5635 Northwest Central Drive, Suite 104E, Houston, Texas, 77092.
- 4) The Client is responsible for advising Consultant of the legislative or executive action that the Client desires to be accomplished. Consultant agrees to perform those services in a diligent and professional manner, advising the Client on a regular basis of the progress of legislative or regulatory action in the state of Texas relating to the business of the Client. Consultant further agrees to perform in a manner that complies with all applicable laws, regulations, and rules. Furthermore, Consultant shall not disclose to any third party, including any state agency of Texas, any confidential information of Client for which it has not received prior, written permission to disclose. This contract does not include the provision of legal services by Consultant to the Client.
- 5) Political contributions and campaign contributions on behalf of Client are not part of this Contract. Client understands that Consultant and employees of Consultant attend political events and campaign functions, but that such activities are undertaken outside of this Contract, and neither Consultant nor its employees receive any compensation from Client for such activity.
- 6) All notices shall be sent to Consultant at P.O. Box 685075, Austin, Texas 78768. All notices to Client shall be sent to the following address:

Mr. William O. Jameson
2333 Town Center Drive, Suite 100
Sugar Land, TX 77478-4383

7) Consultant agrees not to accept other employment that would conflict with the interest of the Client. Should any conflict arise between the Client and Consultant, the matter will be settled to the satisfaction of the Client and in accordance with the rules of the Texas Ethics Commission. The Client understands that it will not be Consultant's sole client, but Consultant agrees to exert best efforts in securing the purposes of this Contract.

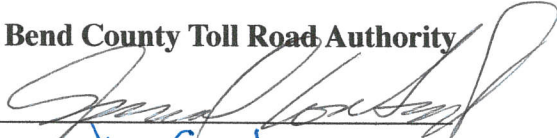
8) This Contract is not assignable by either party. This Contract constitutes the complete and exclusive statement of agreement among the parties hereto with respect to the subject matter herein and related subject matter hereof and supersedes all prior agreements or statements by and between the parties hereto. The parties agree that the laws of the State of Texas shall govern the interpretation and enforcement of this Contract without giving effect to that state's choice of law rules. Litigation of disputes under this Contract shall be conducted in courts located in Travis County. The parties hereto consent to the jurisdiction of any local, state or federal court in which an action is commenced and located in accordance with the terms of this Section. Facsimile signatures are accepted as originals.

9) Notwithstanding any other provision of this Agreement, Client or Consultant may terminate this Agreement upon 30 days prior written notice to counterparty, in which case Client's fees shall be pro-rated through the actual date of termination.

EFFECTIVE THIS THE 17th day of September, 2014.

Signed and agreed to by:

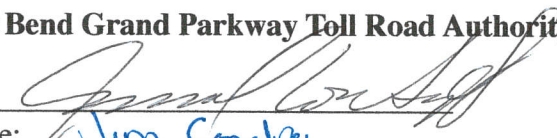
Fort Bend County Toll Road Authority

By: 

Name: Jim Conckey

Title: Chairman

Fort Bend Grand Parkway Toll Road Authority

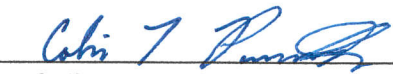
By: 

Name: Jim Conckey

Title: Chairman

Signed and agreed to by:

G&P Consulting – Colin Parrish

By: 

Name: Colin Parrish

Title: Principal G&P Consulting