

January 7, 2016

Mr. Roy Cordes, Jr.  
County Attorney, Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

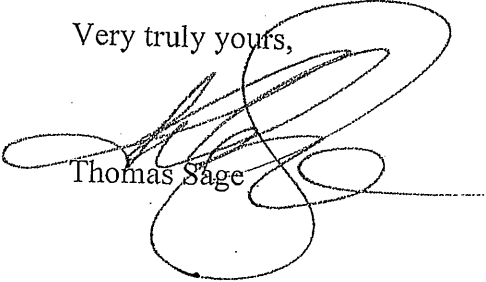
Re: *Special Disclosure Counsel Services for Fort Bend County, Texas Senior Lien Toll  
Road Revenue Bonds, Series 2016 (the "Bonds")*

Dear Roy:

Attached for consideration and execution are two copies of our revised engagement letter to serve as disclosure counsel in connection with the above captioned Bonds.

Please retain one copy for your file and return the remaining copy to my attention.

Very truly yours,

  
Thomas Sage

Enclosures (2)

January 7, 2016

Members, Fort Bend County Commissioners Court  
County Administration Building  
301 Jackson Street  
Richmond, Texas 77469

Re: *Special Disclosure Counsel Services for Fort Bend County, Texas Senior Lien  
Toll Road Revenue Bonds, Series 2016 (the "Bonds")*

Gentlemen:

We are pleased to submit to you a proposed agreement for Andrews Kurth LLP ("AK") to serve as Special Disclosure Counsel to Fort Bend County, Texas (the "County") in connection with the Bonds. When approved by the Commissioners Court (the "Commissioners Court"), this letter will become effective and will evidence an agreement between the County and AK.

As Special Disclosure Counsel, AK will provide legal services to the County in connection with its disclosure obligations in connection with the issuance, sale and delivery of the Bonds. Basic Services hereunder shall include the following: Consultation with and advice to County officials and staff and the County's Financial Advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; preparation of the preliminary and final offering documents for the Bonds prior to delivery thereof; assistance in the performance of any necessary due diligence investigation, including due diligence calls or meetings, as appropriate; analysis of the requirements of SEC Rule 15c2-12 and advice on the basis upon which such rule is satisfied including available exemptions therefrom, preparation of continuing disclosure agreements conforming to such rule; ongoing consultation and advice regarding compliance with the County's continuing disclosure agreements when you advise us on facts that may require disclosure, as well as review of the County's filings on EMMA; and providing the County with one or more negative securities disclosure opinions in customary form generally following the requirements of SEC Rule 10(b)(5) and reasonably satisfactory to the County and Special Disclosure Counsel. In addition to the foregoing Basic Services, as Special Disclosure Counsel, AK is prepared to undertake Additional Services, as directed by appropriate County officials.

For Basic Services performed in connection with the issuance of the Bonds, AK will be paid a fee calculated as \$0.50 per \$1,000 in aggregate principal amount of Bonds actually delivered. (For purposes of the foregoing calculation, the principal amount of the Bonds

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includes any premium thereon.) Such fee shall be paid from the proceeds of the sale of the Bonds or from other funds, as the County deems appropriate. Except as otherwise provided below, payment of such fees for Basic Services shall be made after the closing for the Bonds and within thirty (30) days after receipt by the County of an approved invoice therefor.

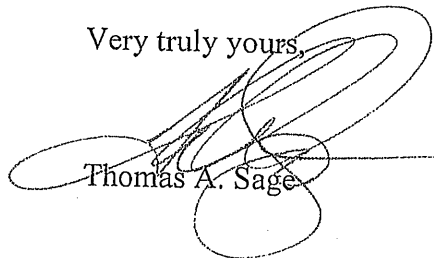
In order to enable us to render effectively the legal services contemplated, you have agreed to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely upon the accuracy and completeness of the facts and information you and your agents provide to us.

AK will be pleased to provide Additional Services in connection with any matter not included within this scope of engagement. Such additional or special services, if requested by the County, should be performed on mutually agreeable terms, to be set forth in a separate letter of engagement.

AK agrees that it will (1) adhere to the County's travel policy, (2) adhere to the County's conflict of interest policy as in effect on the date hereof, which AK acknowledges that it has received, read and understands, (3) retain all records of work done and expenses incurred, if any, for a period of five years after such work is completed and (4) provide reasonable access to the County Auditor of such books and records as will enable him to perform an audit of the foregoing items.

If this proposed agreement for the services of AK as Special Disclosure Counsel is satisfactory, please evidence your acceptance and approval by executing three copies, each of which shall be an original, in the space provided below.

Very truly yours,



Thomas A. Sage

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Robert Hebert, County Judge  
Fort Bend County, Texas

cc: Roy L. Cordes, Jr., Fort Bend County Attorney  
Ed Sturdivant, Fort Bend County Auditor