

April 19, 2017

Dr. James Condrey
Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
16555 Southwest Freeway, Suite 200
Sugar Land, Texas 77479

Re: Engagement of BoyarMiller (the "Firm") by Fort Bend County Toll Road Authority ("FBCTRA", "You" or "you")

Dear Dr. Condrey:

Thank you for engaging the Firm to represent FBCTRA in connection with three Rails to Trails Agreements with separate governmental entities for development and joint use of public hike and bike trails in portions of the Westpark Rail Corridor. We appreciate this opportunity.

This letter and the attached Standard Terms of Engagement for Legal Services ("Standard Terms of Engagement") (collectively, the "Engagement Letter") form the agreement under which the Firm will represent FBCTRA. Please be aware that we may not commence work on FBCTRA's behalf until this letter has been signed and returned to us, so please respond promptly. Further, please note that if we are asked to file a lawsuit on FBCTRA's behalf, we will request a retainer from FBCTRA.

Specifically, the following terms and provisions apply to this engagement:

1. As explained in the attached Standard Terms of Engagement, FBCTRA agrees to pay the Firm's invoices for legal services and expenses. Please note the hourly rate schedule included in the Standard Terms of Engagement.
2. I will be responsible to you for overseeing work performed for FBCTRA by our firm. When circumstances permit, I anticipate assigning portions of the work for FBCTRA to associate attorneys with the Firm. Our decisions regarding involvement of other principals or associates on FBCTRA matters will be based on my analysis of the level of experience and skills needed for the specific aspect of the representation. This is a means of helping FBCTRA get the most cost-effective representation possible for each matter that we undertake. I will, however, remain your primary contact and will be responsible to FBCTRA for the work we collectively do for FBCTRA.
3. The scope of the Firm's engagement is initially limited to the matters described herein. Therefore, the Firm is not responsible for any other matters. However, should FBCTRA desire to enlarge the scope of this engagement, we welcome the opportunity to discuss possible additional representation with FBCTRA and can determine at that time whether an additional engagement letter is required.

Again, thank you for allowing the Firm to be of service to FBCTRA. If you approve of this Engagement Letter, please sign it and return the original signed letter to me. Please retain a copy of this letter for your files.

Very truly yours,

BOYARMILLER

AGREED TO AND ACCEPTED:

FORT BEND COUNTY TOLL ROAD AUTHORITY

Cassie B Stinson

By: _____
Cassie B. Stinson

James D. Conroy

By: _____
Name: *James D. Conroy*
Title: *Chairman*

Dated: *April 19*, 2017

cc: Mr. Richard L. Muller, Jr. (by email: richard@mullerlawgroup.com)

Attachment

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

BOYARMILLER

Standard Terms of Engagement for Legal Services – General ("Standard Terms of Engagement")

This Standard Terms of Engagement contains the terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of BoyarMiller's Representation. The legal services that we will provide are limited to the matters described in the accompanying letter. It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to in the accompanying letter. It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform.

Approach to Providing Services. Each client is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. You are free to request a change of Client Relationship Attorney at any time. Legal services, or part of it, might be performed by other lawyers and support staff in the firm each of whom will be supervised by the Client Relationship Attorney. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call our Chairman or Executive Director at 713 850-7766.

Additional Services We Provide. We frequently offer business services, many at no charge, that provide significant value to our clients and friends. For example, we provide advisories and seminars that offer timely insights and legislative updates on a variety of issues. Information received through these advisories and seminars are not to be considered as legal advice for any particular legal matter.

Potential Conflicts. Because we represent many other companies and individuals, it is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in

the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such client in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used by such client to your material disadvantage.

Advice about Possible Outcomes. We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Client Responsibilities. You agree to pay our invoice for services and expenses as explained below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information and documents relevant to our representation.

Fees. We will bill you on a regular basis, normally each month, for fees, disbursements and charges. You agree to make payment upon receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation or the successful closing of any transaction.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our billing rates for lawyers currently range from \$225.00 an hour to \$775.00 an hour depending on the seniority of the attorney. Our schedule of current billing rates is attached hereto. Time devoted by legal assistants is

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charged at \$125.00 or \$175.00 per hour. Our billing rates are subject to change from time to time. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If we provide an estimate, it should not be construed as a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

If you disagree with the fees or expenses on any invoice, please contact the Client Relationship Attorney or our Executive Director immediately. If you do not report a concern about the fees to us within 60 days after receipt of an invoice, then it will be presumed that the fees were reasonable and the services provided were necessary. We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation, and any invoice remaining unpaid after 30 days will accrue interest at the rate of ten percent (10%) per annum. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursement and Charges. We will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for computerized research services, and the use of our facsimile, laser printing, and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the firm. The current charges for some typical additional services are as follows:

Black and white copies and prints	\$.20/page*
Color copies and prints	\$.40/page*
Messenger, Overnight Courier, Postage	At cost**
Westlaw/Lexis	At cost**

*These charges represent our best estimate of our actual direct cost incurrent for material, manpower, and equipment usage. Oversized and other unusual duplication may be charged at a higher rate. **Cost is determined using standard rate scales of the vendors of these products; however, you will not be charged for Westlaw or Lexis to the extent the

charges are included in our general monthly fee (which includes most research).

We may disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. We will also submit bills and invoices to you for payment to vendors directly.

Retainer and Clients' Funds. If the attached letter requires the payment of a retainer, you grant us a security interest in the retainer deposit. Unless otherwise agreed in the attached letter, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, you may request that the deposit be placed in a segregated interest-bearing account. When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account (which does not earn interest) maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Termination of Engagement. You may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

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We reserve the right to terminate our representation of you at any time by providing advance written notice to you. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission and you agree not to oppose our request.

Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expense and charges unless a court orders otherwise. We may retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the term of the engagement.

Unless you actually engage us after the closing to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.

If we do not return your files to you upon receipt of payment upon conclusion of representation, we will maintain your client files for a period of four (4) years after (i) conclusion of active representation in a given matter or (ii) the date of last activity for a particular matter, at which time we will send to you a written notice to the last known address that we have in our records notifying you that we intend to destroy the files in the event that you do not pick up such files or arrange for such files to be delivered to you at your expense within thirty (30) days after the date of such notice. If such files are not picked up by you or shipped to you at your request within such 30-day period, then we may dispose of such files without further contacting you, and you hereby release us from any liability arising from such file disposal. It is not our intention to keep and store original client documents, and it is our practice to provide all original client documents to our clients for safekeeping and storage more or less contemporaneously with performing the work.

We Are Neither Tax Nor Environmental Counsel. This letter also serves as notice to you that we are

not tax counsel, and do not and will not render any advice or opinions regarding the effect of any of our representations on you, including any settlement transactions, for federal income tax purposes or for purposes of other applicable tax laws, foreign or domestic. We will assume that in connection with our advice on matters that we are handling for you, you will be consulting with your own tax accountants, advisors or counsel on the tax implications of our work for you, and that you will advise us of any direction from your tax advisors in that regard. If you do not have a tax advisor and would like us to refer you to someone, please let us know and we will be happy to do so and to work with them or engage them for you in connection with matters we handle for you. If you request that we engage your tax counsel or advisor, we will not be responsible for their advice, and you agree to be responsible to pay their fees directly or reimburse the firm for such fees if the firm pays these fees on your behalf.

In addition, we advise you that we are not environmental counsel, and do not and will not render any advice or opinions regarding the effect of any of our representations on you with respect to potential environmental exposures. We advise you to seek independent professional evaluations of potential environmental exposures in connection with any transfer of real estate or any real estate leasing transaction. If at any point we are asked by you to engage environmental counsel on your behalf, we will ask you to approve our selection. All invoices of environmental counsel will either be forwarded to you directly for payment or included without mark-up on our invoices.

ARBITRATION. ANY DISPUTE ARISING UNDER THIS ENGAGEMENT AGREEMENT WILL BE SUBMITTED TO ARBITRATION PURSUANT TO THE TEXAS GENERAL ARBITRATION STATUTE AND IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING SHALL TAKE PLACE IN HOUSTON, TEXAS BEFORE FORMER JUDGE REECE RONDON OR, IF HE IS UNAVAILABLE, BEFORE A SINGLE ARBITRATOR WHO SHALL BE APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION.

THIS FEE CONTRACT IS SUBJECT TO ARBITRATION UNDER THE RULES OF THE TEXAS GENERAL ARBITRATION STATUTE.

PUBLISHED RATES

effective January 1, 2017

Shareholders

J. William Boyar.....	\$775
Gary W. Miller.....	\$625
Christopher P. Hanslik.....	\$550
Lawrence E. Wilson.....	\$550
Steven D. Kesten	\$525
Lee A. Collins	\$500
Matt S. Veech	\$475
Gus J. Bourgeois, III.....	\$425
Andrew D. Pearce	\$380
Blake D. Royal.....	\$380
Hilary Tyson.....	\$380
Philip Dunlap	\$380
David Stockel.....	\$380

Senior Counsel

Cassie Stinson.....	\$525
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Associates

Chris James.....	\$330
Cyrus Chin.....	\$315
Whitney Brieck.....	\$315
Lauren McLaughlin.....	\$295
Taylor Lamb.....	\$295
Colby Hodges.....	\$295
Lyndsay Fincher	\$275
Kasi Chadwick.....	\$275
Mitchell Moore	\$275
Robert Arthur	\$260
Alejandra Hamilton	\$245
Molly Hust.....	\$245
Corinne Sullins	\$225
Craig Lauchner.....	\$225

Paralegals

Claudia Morton	\$175
Silvia Querales	\$175
Jennifer Haines.....	\$125

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Boyar Miller
Houston, TX United States

Certificate Number:
2017-200739

Date Filed:
05/01/2017

Date Acknowledged:
5/2/17

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1803566.1
Legal services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stinson, Cassie	Houston, TX United States		X
	Kesten, Steve	Houston, TX United States	X	
	Hanslik, Chris	Houston, TX United States	X	
	Miller, Gary	Houston, TX United States	X	
	Boyar, Bill	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Cassie B Stinson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cassie Stinson, this the 1 day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Bryanne DeHaro
Printed name of officer administering oath

Notary Public
Title of officer administering oath