

MUNICIPAL ADVISOR ENGAGEMENT LETTER

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

POST OAK MUNICIPAL ADVISORS LLC ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY ("Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

1. Scope of Services.

(a) ***Services to be provided.*** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities ("Issues") set forth in Appendix A (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:

- (i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.
- (ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
- (iii) The Scope of Services does not include tax, legal, or accounting advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.
- (iv) If Client has designated Municipal Advisor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor's activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

(d) ***Continuing Disclosure Services.*** In addition to the services provided in Appendix A, Municipal Advisor will provide Continuing Disclosure Services to Client as set forth in Appendix C ("Continuing Disclosure Agreement") hereto.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term of this Engagement. This Agreement shall become effective on the date executed by the Client, and unless terminated by either party, this Agreement will remain in effect for a period of five (5) years from the effective date. Unless Municipal Advisor or Client notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the effective date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. Compensation.

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto. In addition, Municipal Advisor will also be compensated for Continuing Disclosure Services as provided in **Appendix C** ("Continuing Disclosure Agreement") hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue [or Product] or otherwise relating to the tax treatment of any Issue [or Product], or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. Required Disclosures. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and

disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

6. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of Texas.

7. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

8. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

9. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

10. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

C. TERRELL PALMER, PRESIDENT, POST OAK MUNICIPAL ADVISORS LLC

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

13. **Additional Certifications.** I, on behalf of Post Oak Municipal Advisors LLC (the "Business Organization"), represent that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Business Organization, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Business Organization (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

I, on behalf of the Business Organization, represent that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, none of the Business Organization, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Business Organization is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

14. Required Federal Clauses. Municipal Advisor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Municipal Advisor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. Municipal Advisor shall require that these clauses shall be included in each covered transaction at any tier.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses:

(a) Contract Work Hours and Safety Standards Act. This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

- (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Municipal Advisor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Municipal Advisor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (iii) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Municipal Advisor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (iv) Subcontracts. The Municipal Advisor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(b) Clean Air Act and the Federal Water Pollution Control Act. This requirement applies to all contracts funded by FEMA grant and cooperative agreement programs of amounts in excess of \$150,000.

- (i) Clean Air Act. The Municipal Advisor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipal Advisor agrees to report each violation to the Client and understands and agrees that the Client, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office.

- (ii) Federal Water Pollution Control Act. The Municipal Advisor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Municipal Advisor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) Debarment and Suspension. The Municipal Advisor certifies that it is in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the Client. If it is later determined that the Municipal Advisor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Municipal Advisor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(d) Byrd Anti-Lobbying Amendment. This requirement applies to all contracts funded by FEMA grant and cooperative agreement programs of amounts in excess of \$100,000 or more.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(e) Political Activities. The Municipal Advisor is prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

(f) Procurement of Recovered Materials. Municipal Advisor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

- (i) In the performance of this Agreement, the Municipal Advisor shall make maximum use of products containing recovered materials that are EPA designated items unless the product

cannot be acquired: (A) Competitively within a timeframe providing for compliance with the contract performance schedule; (B) Meeting contract performance requirements; or (C) At a reasonable price.

- (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(g) Energy Policy and Conservation Act. Municipal Advisor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

(h) Access to Records.

- (i) The Municipal Advisor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Municipal Advisor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The Municipal Advisor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The Municipal Advisor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(i) DHS Seal, Logo, and Flags. The Municipal Advisor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(j) Compliance with Federal Law, Regulations, and Executive Orders. The Municipal Advisor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(k) No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Client, Municipal Advisor, or any other party pertaining to any matter resulting from the contract.

(l) Program Fraud and False or Fraudulent Statements or Related Acts. The Municipal Advisor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Municipal Advisor's actions pertaining to this Agreement.

(m) Civil Rights and Non-Discrimination. During the performance of this contract, the Municipal Advisor agrees as follows:

- (i) Nondiscrimination on the Basis of Race, Color, and National Origin.
Municipal Advisor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (ii) Nondiscrimination on the Basis of Sex.
Municipal Advisor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at

44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

(iii) Nondiscrimination on the Basis of Disability.

Municipal Advisor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Municipal Advisors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

(iv) Nondiscrimination on the Basis of Handicap.

Municipal Advisor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

(v) Nondiscrimination on the Basis of Age.

Municipal Advisor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

(vi) Nondiscrimination on the Basis of Limited English Proficiency.

Municipal Advisor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Municipal Advisor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Municipal Advisor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Municipal Advisor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

(n) Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms: Municipal Advisor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- (i) Placing small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

- (iii) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (iv) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- (v) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- (vi) Municipal Advisor must require subcontractors to take the five affirmative steps described in (i) – (v) above.

(o) Disaster Reservists. Municipal Advisor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

(p) False Statements Act. Municipal Advisor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

(q) Fraud Waste and Abuse. Municipal Advisor understands that in the event Client becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the Client is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The Client must also promptly refer to OOG any credible evidence that a principal, employee, agent, Municipal Advisor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Client must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Client must notify the local prosecutor's office of any possible criminal violations.

(r) Prompt Payment. The Municipal Advisor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Municipal Advisor's receipt of payment for that work from Client. In addition, the Municipal Advisor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

(s) Retention of Records. The Municipal Advisor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Municipal Advisor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

POST OAK MUNICIPAL ADVISORS LLC

By: _____

C. Terrell Palmer
President

Date: _____

May 15, 2019

ACCEPTED AND AGREED:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By: _____

Name: _____

James D. Condrey, DDS

Title: _____

Board President

Date: _____

May 15, 2019

APPENDIX A – SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to Client's new and outstanding issues of bonds issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities during the term of this Agreement. In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) [or Product(s)] in carrying out this engagement, as directed by Client

A. *New Issues*. Provide some or all of the following services with respect to Client's new Issue(s):

1. Evaluate options or alternatives with respect to the proposed new Issue
2. Review recommendations made by other parties to Client with respect to the new Issue
3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
5. Assist Client in establishing a plan of financing
6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
7. Prepare the financing schedule
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
10. Attend meetings of Client's governing body, as requested
11. Advise Client on the manner of sale of the Issue
12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder

17. In a negotiated sale, assist Client in the selection of underwriters
18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
21. Review required underwriter disclosures to Client
22. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
23. Respond to questions from bidders, underwriters or potential investors
24. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
25. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
26. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
27. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
28. Provide such other usual and customary financial advisory services as may be requested by Client

B. ***Outstanding or Potential Issues.*** Provide some or all of the following services with respect to Client's outstanding Issue(s):

1. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to Client with respect to outstanding Issue(s)
4. Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings
5. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s)
6. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
7. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
8. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
9. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

C. **Products.** Provide some or all of the following services with respect to Client's Product(s) relating to its Issue(s):

1. Advise Client on the investment of proceeds of Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)
2. Advise Client on municipal derivatives

APPENDIX B – COMPENSATION

Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

General Obligation Issues:

\$25,000 for the first \$7,000,000 of bonds issued

plus \$2.00 per \$1,000 bonds issued thereafter

Revenue Bond Issues:

\$25,000 for the first \$7,000,000 of bonds issued

plus \$2.50 per \$1,000 bonds issued thereafter

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal state government agency or for the issuance of refunding bonds, reflecting the additional services required.

Municipal Advisor will be paid \$15,000 for each remarketing or reissuance of any variable rate series or issue.

Municipal Advisor will be paid \$5,000 for each cash defeasance or redemption of any existing series or issue.

The payment of charges for municipal advisory services shall be contingent upon the delivery of the bonds and shall be due at the time that bonds are delivered.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Client.

The Client shall be responsible for the following expenses, if and when applicable, whether they are charged to the Client directly as expenses or charged to the Client by Municipal Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- PSF application fees
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that Municipal Advisor has assumed on behalf of the Client shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Municipal Advisor.

Travel expenses submitted for reimbursement must be incurred in accordance with Client's current Travel Policy (available for review upon receipt), and are subject to approval by the Client prior to reimbursement.

APPENDIX C – CONTINUING DISCLOSURE AGREEMENT

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), Client has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and pursuant to the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

Client has agreed to engage Municipal Advisor to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in Client’s undertakings, the Rule and in Subsection 2c. below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. Municipal Advisor agrees to perform the following in connection with providing services relating to the Client’s continuing disclosure obligations:

- a. advise and assist Client in compiling data determined or selected by Client to be disclosed;
- b. advise and assist Client in identifying other information to be considered by Client for continuing disclosure reporting purposes;
- c. advise and assist Client by comprehensively preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:
 - 1) Principal and interest payment delinquencies
 - 2) Non-payment related defaults
 - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
 - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
 - 5) Substitution of credit or liquidity providers, or their failure to perform
 - 6) Adverse tax opinions or events affecting the tax-exempt status of the security
 - 7) Modifications to rights of security holders
 - 8) Bond calls
 - 9) Defeasances
 - 10) Release, substitution, or sale of property securing repayment of the securities
 - 11) Rating changes
 - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Client
 - 13) Tender offers
 - 14) Bankruptcy, insolvency, receivership or similar proceeding
 - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination

- 16) Appointment of a successor or additional trustee or the change of the name of a trustee
 - 17) Noncompliance with the Rule
 - 18) Incurrence of a Financial Obligation of the Client, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Client, any of which affect security holders, if material
 - 19) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Client, any of which reflect financial difficulties
- d. advise and assist Client by distributing or filing, in the Client's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by Client's continuing disclosure obligations.
 - e. provide to Client confirmation of distribution or dissemination of reports and notices.
3. Client acknowledges and agrees to the following:
 - a. Municipal Advisor will be compensated for the performance of services with respect to assisting, advising, and comprehensively preparing and filing for the Client the continuing disclosure reports referenced above in accordance with the schedule as set forth below:
 - 1) \$1,500 per year for performing the services identified in the distribution of audited annual financial statements, if Client is not exempt from filing with the SID and/or NRMSIR or
 - 2) \$3,500 per year for performing the services identified in the preparation and distribution of each annual report and in the distribution of audited annual financial statements, if Client is not exempt from filing reports with the SID and NRMSIR, plus
 - 3) \$100 minimum fee for performing the services identified to prepare and distribute each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in performing such services for the preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.
 - 4) For services rendered with regard to continuing disclosure, the fee is \$3,500 for the annual compliance filing; however, the fee will be waived if the District issues bonds within the twelve (12) months prior to the filing date.
 - b. Client will provide to Municipal Advisor and Municipal Advisor shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Client's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

- c. Client, with the advice and assistance of Municipal Advisor, will provide to Municipal Advisor, and Municipal Advisor shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which Client has a continuing disclosure obligation.
- d. Client will provide to Municipal Advisor all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Client, no later than 45 days prior to the date on which each Annual Report is due.
- e. Client will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
- f. Client will notify Municipal Advisor immediately upon the occurrence or immediately upon the Client's knowledge of the occurrence of each Event or noncompliance with the Rule, and Client will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
- g. Client, with the advice and assistance of Municipal Advisor, shall have the sole responsibility for determining the disclosure to be made in all cases. Client shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Client's behalf, unless Client has notified Municipal Advisor otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Client and Municipal Advisor regarding the disclosure to be made, either Client or Municipal Advisor may, but neither is obligated to, terminate this Agreement by written notice to the other party.
- h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of Client.
- i. Client will inform Municipal Advisor of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Municipal Advisor and Client determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) Client may consult with its counsel, or (ii) Client may authorize Municipal Advisor to seek legal advice from independent counsel acceptable to both parties regarding the disclosure. Client agrees that it shall be responsible for the fees and expenses of its own counsel. Client agrees to reimburse Municipal Advisor the fees and expenses of independent counsel if paid by Municipal Advisor, for advice rendered pursuant to authorization by Client.

5. The fees and expenses due to Municipal Advisor in providing continuing disclosure services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year of service will be invoiced and be payable upon acceptance of this Agreement.

In addition, Client agrees to reimburse Municipal Advisor for the following expenses: (i) legal fees and expenses of counsel incurred by Municipal Advisor pursuant to the terms of Section 4 above, and (ii) other out-of-pocket expenses, supported by receipt copies, reasonably incurred by Municipal Advisor in performing its obligations hereunder. Client shall remit payment for expenses to Municipal Advisor within 30 days of receipt of invoice.

6. The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement if such bonds are

subject to the continuing disclosure requirements. In this connection, Client agrees that Client will notify Municipal Advisor of any municipal bonds and financing (including financing lease obligations) issued by Client during any fiscal year of Client during the term of this Agreement and will provide Municipal Advisor with such information as shall be necessary in order for Municipal Advisor to perform the services contracted for hereunder.

7. In the event of a termination, it is understood and agreed that only the amounts due to Municipal Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Municipal Advisor by Client shall be returned to Client as soon as practical and reasonable. In addition, the parties hereto agree that upon termination of this Agreement, Municipal Advisor shall have no continuing obligation to Client regarding any service contemplated herein.

Provision or Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, TX 77478
Attn: Richard Muller
281-500-6050
richard@mullerlawgroup.com

And

Post Oak Municipal Advisors LLC
820 Gessner Road, Suite 1350
Houston, TX 77024
Attn: Terrell Palmer, President
713-328-0990
tpalmer@postoakma.com

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by **POST OAK MUNICIPAL ADVISORS LLC** ("Municipal Advisor") to **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY** (the "Client") in connection with the Municipal Advisor Engagement Letter (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their client disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor's conflicts: with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their client certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system. For purposes of accessing reports, Municipal Advisor's CIK is 0001733757 and MSRB ID is K1220.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

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.

Post Oak Municipal Advisors LLC
Houston, TX United States

Certificate Number:
2019-472815

Date Filed:
04/05/2019

Date Acknowledged:
04/15/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway 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.

2019-0405
Municipal financial advice

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Palmer, Tracie Bonham	Houston, TX United States	X	
	Stefan, Melina Francine	Houston, TX United States	X	
	Palmer, Charles Terrell	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)