

May 26, 2020

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

Re: Disclosure Counsel Engagement

Gentlemen:

On behalf of Haynes and Boone, LLP ("HB") ("Disclosure Counsel"), we appreciate your decision to engage us to provide legal representation to Fort Bend County, Texas (the "County"). We look forward to this engagement and are confident that you will be pleased with the quality of our work and our responsiveness to your needs.

The purpose of this engagement letter is to confirm the terms on which HB will undertake to represent the County as Disclosure Counsel in connection with the County's Unlimited Tax Road Bonds, Series 2020, General Obligation Refunding Bonds, Taxable Series 2020 and Certificates of Obligation, Series 2020 (collectively, the "Bonds"). When approved by you, this letter will become effective and will evidence an agreement between the County and Disclosure Counsel.

1. Client Relationship

HB is being retained by the County solely as its Disclosure Counsel with respect to the Bonds, and our representation pursuant to this letter does not include the representation of any other entity or any individual, including but not limited to any of your affiliates, employees or agents. As a result, our representation in this matter does not give rise to an attorney-client relationship between HB attorneys and any of your affiliates. You agree that during the course of our representation, we will not be given any confidential information regarding any of your affiliates. Accordingly, in most instances, our representation of the County in this matter will not give rise to any conflict of interest if other clients of HB are, or become adverse to, any of the County's affiliates.

2. Scope of Representation

You have asked us to represent the County as Disclosure Counsel in connection with its Bonds. You acknowledge that we are not the County's bond counsel or general counsel and that our acceptance of this engagement does not involve our representation of the County or its business, operations or other interests with respect to any matter. After the closing of the issuance of the Bonds, changes may occur in applicable laws or regulations that could affect the County's future rights and liabilities with respect to the Bonds. Unless you engage us after closing to provide additional services on issues arising from the issuance of the Bonds, you agree that HB has no continuing obligation to advise the County with respect to future legal developments unless specifically engaged to do so by the County.

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As Disclosure Counsel, we will assist the County's legal and finance departments, together with the County's financial advisors, in connection with the issuance, sale and delivery of the Bonds. Our basic services 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 Disclosure Counsel. In addition to the foregoing basic services, we are prepared to undertake additional services as directed by County.

3. Staffing

Cheryl K. Rosenberg will be the primary contact at HB for the County's representation, although other HB lawyers and legal assistants may work on your engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support personnel with special experience in a given area or whom we otherwise believe will enable us to provide services on an efficient, timely and cost-effective basis. Regardless of who is working on a particular component of the engagement, Ms. Rosenberg will always be available to discuss any aspect of our representation with you.

4. Fees and Expenses

Experience has shown that our relationship will be better if we begin with a clear understanding about our fees and the timing of payment. For the basic services described in paragraph 2, the County agrees to pay Disclosure Counsel a professional services fee determined as follows: \$0.50 per \$1,000 in aggregate principal amount of the Bonds for each series of Bonds actually delivered, with a minimum fee of \$15,000. (For purposes of the foregoing calculation, the "principal amount" of the Bonds includes any premium thereon, and for any portion of the Bonds issued as capital appreciation bonds, the "principal amount" of the Bonds means the maturity amount, not the nominal principal amount.) After the closing of the issuance of the Bonds, Disclosure Counsel will send the County an invoice statement requesting that payment be made, which amount the County agrees to pay within 30 days after the date of the invoice. HB's fees provided herein are wholly contingent upon the actual sale and delivery of the Bonds.

The fees for any additional services will be determined on an hourly rate basis or as the County and HB may agree. Our hourly rates will be those customarily charged by HB to other clients for the same or similar services, taking into consideration the time consumed in provided such additional services, the level of experience and ability of the attorneys providing the services, and the difficulty and complexity of the tasks involved. Typically, "additional services" are legal services provided with respect to issues arising between issuances of bonds, such as advice with respect to the County's continuing disclosure obligations under Rule 15c2-12.

5. Advance and General Waiver/Consent to HB Conflicts with Respect to Unrelated Matters

Haynes and Boone, LLP is a large firm, with offices and professionals in many cities. HB's practice is broadly based and covers several areas of state, federal and international law. The size of HB has created situations in which work for a client on a matter has precluded HB lawyers from pursuing other matters, whether related or unrelated to the first matter. In order to avoid the potential for this kind of restriction on our practice, we request a waiver and advance agreement that HB will not be disqualified from representing interests that may become adverse to you in regard to matters that are not substantially related to the issuance of the Bonds. This waiver is not intended to, and would not permit, HB to represent interests directly adverse to you in matters that are substantially related to the work done for you. Nor is it intended that there be, and there would not be, any waiver of the County's right not to have confidences or secrets that you transmit to HB disclosed to any third party or used against you. We would, of course, hold such information that the County provides to us in strict confidence. Accordingly, you agree that the County will not object to HB's representation of other clients on the basis of your retention of HB, and you consent to and waive any objection to HB's representation of other clients, unless the other representation would involve HB representing an interest directly adverse to you on a matter substantially related to the issuance of the Bonds

Further, the nature of HB's practice is such that HB may from time to time represent one client in a matter while also representing that client's adversary in another unrelated matter. Such concurrent representation is undertaken only if it is HB's professional judgment that HB can do so impartially and without any adverse effect on our responsibilities to either client. Accordingly, you also agree that you do not consider any such concurrent representation, in unrelated matters, to be inappropriate and you consent to any such present or future concurrent representations.

6. Discharge and Withdrawal

You will have the right at any time to terminate our Disclosure Counsel representation of the County by delivering written notice of termination to HB. HB will have the right to terminate for good cause by delivering written notice of termination to the County. For example, if the County does not honor the terms of this letter (including the County's or a third-party payor's failure to pay), or if the County fails or refuses to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of the County ineffective, unlawful or unethical, then we will have good cause to withdraw.

If the County discharges us or we elect to withdraw, then the County will take all steps necessary to free us of any obligation to perform, including execution of any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect the County's interests. If a discharge or withdrawal occurs, then the County will pay us for all costs and expenses paid or incurred by us on the County's behalf.

Unless previously terminated, our representation of the County with respect to any matters for which we have been engaged will terminate when we send the County our final statement for services rendered. In the course of our representation of the County, we likely will come into possession of copies or originals of documents or other materials belonging to the County or others (collectively, "materials"). When our engagement as Disclosure Counsel is concluded, we will make arrangements either to return

the documents to the County, retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with the County, any time after five years following expiration or termination of our engagement, all materials in the file may be destroyed. We may retain our own files, including lawyer work product, pertaining to the representation.

7. Insurance.

Upon full execution of this Agreement, HB shall furnish the County with properly executed certificates of insurance which shall evidence professional liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such insurance shall provide that it may not be canceled, except upon thirty (30) days prior written notice to County. HB shall provide certified copies of insurance endorsements and/or policies if requested by County. HB shall maintain such insurance coverage from full execution of this agreement until representation concludes and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to conclusion of representation. HB shall obtain such insurance written on a "claims-made form" from such companies having Fitch's rating of A (with a stable outlook) or better, licensed or approved to transact business in the State of Texas

The County shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of HB.

8. Miscellaneous.

Any controversy, dispute or claim, including, but not limited to, any dispute as to HB's fees for legal services, arising out of or relating to the engagement provided herein, or future engagement of HB may be resolved by confidential mediation under the current CPR Mediation Procedure in effect on the date hereof before resorting to litigation.

As an authorized representative of HB, the undersigned verifies by signature below that, if HB employs ten (10) or more full-time employees and this agreement has a value of \$100,000 or more, HB does not boycott Israel and will not boycott Israel during the term of this agreement. Further, the undersigned represents pursuant to Section 2252.152 of the Texas Government Code, that HB is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, Section 2253.153 or Section 2270.0201.

By acceptance of this agreement, HB acknowledges that the County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9. Entire Agreement

This letter constitutes the entire agreement between the County and HB regarding our representation of the County as Disclosure Counsel with respect to the issuance of the Bonds, and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either the County or HB.

10. Conclusion

We are pleased to have this opportunity to represent the County as Disclosure Counsel. If you have any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions.

If this letter correctly reflects your understanding of the scope, terms, and conditions of our representation of the County as Disclosure Counsel with respect to the issuance of the Bonds, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below. By executing this letter, you will be acknowledging that you have read this letter and understand its terms.

Very truly yours,

HAYNES AND BOONE, LLP

By: Cheryl K. Rosenberg
Cheryl K. Rosenberg

APPROVED:

FORT BEND COUNTY, TEXAS

By: _____
County Judge

ATTEST:

Approved as to Form:

By: _____
County Clerk

Assistant County Attorney