

December 11, 2020

Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

Re: Addendum to Engagement Letter for Bond Counsel Services

Dear Members of Commissioners Court:

We are pleased to submit to you a proposed addendum to our Engagement Letter with the County, dated June 13, 2019 (the "Original Engagement Letter") with respect to certain services associated with the development and financing of the Epicenter Project for Fort Bend County, Texas (the "County"). When approved by you, this addendum will become effective and will, in combination with our Original Engagement Letter, the agreements between the County and Hunton Andrews Kurth L.L.P Houston, Texas. All other matters not set forth in this Addendum shall be governed by Original Engagement Letter.

*Basic Services.* As Bond Counsel, Hunton Andrews Kurth L.L.P would prepare all required legal proceedings and would perform certain other necessary legal work in connection with the County's development and financing of the Epicenter Project. Our services as Special Counsel would include the following Basic Services, which we would carry out directly or in concert with duly authorized officials and staff of the County:

- (1) Research and preparation of legal briefs and letters related to pre-clearing the Epicenter Project with the Attorney General of Texas and any necessary legislative efforts ensuing therefrom;
- (2) Negotiation, review and, if necessary, the preparation of all Agreements with the developer of the Epicenter Project and the issuer of any bonds, notes or other Bonds (the "Bonds") necessary to finance the design, development, construction, acquisition and equipment of the Epicenter Project;
- (3) Preparation of the any resolutions or orders of the Commissioners Court related to the Epicenter Project and all other instruments that comprise the transcript of legal proceedings pertaining to financing the Epicenter Project including any documents necessary for coordinating bond elections;

- (4) Attendance at meetings, to the extent required or requested by the County or its financial advisor, to discuss the Epicenter Project;
- (5) Consultation with County officials and staff to review information to be included in the offering documents for the Bonds, but only to the extent that such information describes such series, the security therefor, their federal income tax status and our opinion;
- (6) Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Bonds and consultation with County officials, staff and advisors and the County's financial advisor to develop such presentations;
- (7) If necessary, preparation and submission of transcripts of legal proceedings pertaining to the issuance of the Bonds to the Attorney General to obtain an approving opinion;
- (8) At the closing of the Bonds, delivery of an approving opinion, based on facts and law existing as of its date, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Bonds of each series constitute valid and legally binding Bonds of the County as described in the respective Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting enforcement of rights of creditors of political subdivisions) and, if appropriate, that interest on such series of the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the existing law; provided that after the closing we do not undertake, unless specifically engaged by you to do so as an Additional Service described below, to provide continuing advice concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes; and
- (9) Prior and in connection with the closing of the Bonds, if appropriate, giving advice to the County to enable appropriate officials to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Bonds, including yield restrictions and rebate requirements.

*Additional Services.* In addition to the foregoing Basic Services, as your counsel, Hunton Andrews Kurth L.L.P is prepared to undertake the following Additional Services, as directed by duly authorized officials and staff of the County:

- (1) Such services as may be requested by the County to call and conduct any election required by law to secure voter approval for the issuance of any Bonds;
- (2) Disclosure work or similar services (other than the limited review of certain sections of the offering documents for the Bonds as described in paragraph (3)

under Basic Services above) to assist the County in the preparation of such offering documents, on such basis and to such extent as shall be directed by the County;

- (3) Preparation of the "Blue Sky" surveys or securities registration services;
- (4) Any other special services not ordinarily required in connection with the issuance of Bonds of the nature of the Bonds, including services rendered in connection with special federal income tax issues, unusual issues arising in connection with the County's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of any series of Bonds; and
- (5) After the closing of any series of the Bonds and upon specific request of the County, providing assistance to the county concerning questions and issues that may arise prior to the maturity of the Bonds.

Fees: Unless otherwise agreed to by the County and Hunton Andrews Kurth LLP, for all Bond Counsel Services performed hereunder in connection with the Basic Services described above will be as follows:

1. For all services related to pre-clearing the Epicenter Project with the Attorney General of Texas, any necessary legislative efforts, and the negotiation, preparation and completion of all agreements related to the development and construction of the Epicenter Project, our fees will be billed hourly but will not exceed a maximum amount of \$250,000; and
2. With respect to any issuance of Bonds, our fee will be calculated as set forth for new money Obligations in the Original Engagement Letter;

In addition, you should expect expenses to include certain costs associated with the election, the Attorney General of Texas review fee and approximately \$350 for miscellaneous expenses incurred

Payment of all fees set forth above for services as Bond Counsel will be made after the issuance and delivery of the series of the Bonds in connection with which such services are performed and within 30 days after receipt by the County of an approved invoice therefor. If no Bonds are issued or the Epicenter Project is abandoned, we will invoice the County for the fees accrued under Paragraph 1 but not for any amounts described under Paragraph 2. The Hunton Andrews Kurth LLP fees for the services provided here are wholly contingent upon the actual sale and delivery of the Bonds. Hunton Andrews Kurth LLP will be reimbursed for its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long-distance telephone, telecopy and similar expenses, deliveries, filing fees and all items paid for by Hunton Andrews Kurth LLP on behalf of the County, incurred in connection with the performance of any services hereunder. All such charges shall be reasonable and subject to

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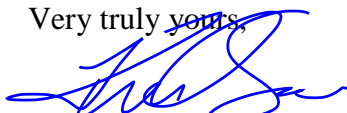
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approval by the County. Travel expenses submitted for reimbursement must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

Anticipated Staffing: Although I will be your primary contact, Mark Arnold and Samantha Rachlin will be the other attorneys representing you on this matter.

If this proposed agreement for the services of Hunton Andrews Kurth LLP as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing the two copies in the space provided below, retaining one copy for your files and returning the other copy to my attention.

Very truly yours,



Thomas A. Sage  
Partner

APPROVED:

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Assistant County Attorney