

MULLER



LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

October 20, 2021

Board of Directors
Fort Bend Grand Parkway Toll Road Authority

Re: Fort Bend Grand Parkway Toll Road Authority – Revenue Refunding Bonds, Series 2021A
Agreement for Co-Bond Counsel Services

Dear Board of Directors:

This letter, together with the Standard Terms of Engagement, version 2021.3, enclosed herewith, when accepted by you, will constitute the Supplemental Agreement for The Muller Law Group, PLLC (the “Firm”), and any successor in interest, to serve as co-bond counsel to Fort Bend Grand Parkway Toll Road Authority (the “Bonds”) (the “Authority” with respect to the Bonds). We appreciate the opportunity to represent the Authority as co-bond counsel. Our experience has been that it is mutually beneficial to set forth the role and responsibilities of the Firm and the client.

The purpose of this Supplemental Agreement is to confirm our understanding of certain additional services we will provide to the Authority as co-bond counsel for the Bonds. We will provide legal services in connection with the authorization, issuance, and sale of the Bonds, including assistance with the items described in the subsection below.

Co-Bond Counsel Services

- Attendance at all meetings as required or requested in connection with the planning and authorization of such issue;
- Review of the official statement prepared by the Authority’s underwriters, financial advisors, co-bond counsel, or securities counsel in connection with the sale of the Bonds, but only for the limited purposes described therein;
- Preparation of the order authorizing issuance of the Bonds, together with all other legal documents comprising the transcripts of proceedings for authorization and issuance of the Bonds;
- Preparation of and submission to the Attorney General of Texas as a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration of the Bonds by the Comptroller of Public Accounts of Texas;
- Supervision of the printing of the Bonds and their delivery to the initial purchaser;
- If appropriate, the delivery of closing of our approving opinion as to the validity of the Bonds under Texas law.

It is our understanding that the Authority will employ one or more firms to serve as financial advisor to the Authority and that said firm or firms will be responsible for advising the Authority concerning the sale of the Bonds and will assist the Authority in the preparation of an Official Statement (the “Offering Document”) in connection with the sale of the Bonds.

In our capacity as co-bond counsel, we will review those portions of the Offering Document which describes the Authority's legal authority for issuance of the Bonds to determine whether such description conforms to and fairly summarizes relevant provisions of Texas law with regard to the sale of the Bonds. We will also review those portions of the Offering Document describing the resolution of the Board authorizing the Bonds to determine whether such description fairly summarizes the provisions of said resolution. In addition, if requested, we will review such other portions of the Offering Document as described matters of law and legal relationships of the Authority about which we have knowledge. We will not, however, undertake to independently verify any of the factual information contained in the Offering Document, nor will we conduct any investigations of the affairs of the Authority for the purpose of passing on the accuracy or completeness of the Offering Document. Since our role in connection with the Offering Document will be of an advisory rather than an investigatory nature, said documents will contain a statement describing our services as outlined above and stating that our limited participation may not be relied upon as an assumption of responsibility for, or an express of opinion of any kind with regard to, the accuracy or completeness of the information contained therein.

Our services will be limited to those specifically set forth herein and, for example, will not include other services, including, but not limited to, any financial advice or analysis or data or mathematical verification, matters related to the mode or manner or dissemination of the Official Statement, the accuracy of any printing or posing of the Official Statement, registration of qualification of the Bond under federal or state securities laws, derivative products, or regulatory matters (such as compliance with FINRA or MSRB rules), and will not include representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds or any related matter.

Unless specifically requested by the Authority pursuant to terms and conditions to be set forth in a separate engagement letter, we will not be responsible for advising the Authority concerning the provisions of the various securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934, and the securities laws of the various states in which the Bonds may be sold.

The services outlined above do not include services as disclosure counsel in connection with this issue, work on post-closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs above, but we believe that such additional services, if requested by the Authority, should be performed on mutually agreeable terms, to be set forth in a separate letter of engagement.

Cooperation

To enable us to render effectively the legal services contemplated, the Authority has agreed to disclose fully and accurately all facts and keep us informed of all developments relating to our representation. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for the Authority's representatives to attend meetings in connection with the matter, we will attempt to schedule them so that the convenience of those representatives can be served.

Fees and Billing

For our services as co-bond counsel in connection with the authorization, issuance and sale of the Bonds, our fee will be a lump sum of \$84,000. The fee shall be paid from bond proceeds, and contingent on delivery of the bonds. If no bonds are issued, no fee will be expected.

Limitation of Rights to Parties

Nothing in this agreement or in any of the documents contemplated hereby, expressed, or implied, is intended or shall be construed to give any person other than the Authority and the Firm any legal or equitable right or claim under or in respect of this agreement, and this agreement shall inure to the sole and exclusive benefit of the Authority and the Firm.

Counterparts

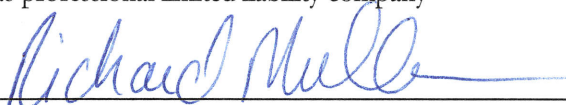
This agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

We are pleased to have this opportunity to be of service and to work with you. If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing and returning the enclosed copy of this letter in the space provided below.

Very truly yours,

THE MULLER LAW GROUP, PLLC,
a Texas professional limited liability company

By: _____

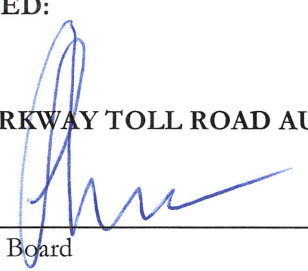

Richard Muller, Member

Enclosures: Standard Terms of Engagement Version 2021.3

APPROVED and ACCEPTED:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By: _____


~~Vice~~ Chairman of the Board

Date: _____

10/20/21

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.: _____



A PROFESSIONAL LIMITED LIABILITY COMPANY

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STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES (VERSION 2021.3)

This document sets forth the standard terms of The Muller Law Group, PLLC ("Firm") with respect to the Firm's engagement as your attorneys and is intended to be an integral part of the engagement letter that the Firm has with you as its client. These terms may only be modified by mutual written agreement or by thirty days advance written notice from the Firm. The engagement letter, as may be modified, together with these standard terms, shall constitute the agreement ("Agreement") between the Firm and the client.

1. Services

As your attorneys, the Firm will provide legal representation and services described under the heading "Scope of Engagement" in the engagement letter. Clients should have a clear understanding of the legal services the Firm will provide. Any uncertainty regarding the Scope of Engagement should be clarified promptly.

During the engagement, the Firm will at all times act on the client's behalf to the best of its ability. Any expressions by the firm concerning the outcome of the client's legal matters are expressions of the best professional judgment of the Firm's attorneys and are not guarantees. Such opinions are necessarily limited by the Firm's knowledge of the facts and are based on the state of the law at the time they are expressed. No representations have been made by the Firm regarding the successful outcome of any matter that may be covered by the Agreement.

Customarily, each client of the Firm is served by a member (i.e., partner) attorney. Subject to the supervisory role of the member attorney, the client's work may be performed by other attorneys and non-attorneys in the Firm. Such delegation may be for the purpose of involving attorneys or non-attorneys with special expertise in a given area or for the purpose of providing services in the most cost-efficient manner and on a timely basis.

2. Fees

Generally, legal matters will be billed one of two ways: (1) hourly, or (2) on a fixed fee basis. For some matters, the fee may be a combination of a fixed fee and an hourly charge. The applicable method of billing is indicated in the engagement letter.

For hourly matters, the Firm's fees are based on the time spent by the attorneys and non-attorneys who work on the matter. The Firm will charge for all time spent representing the client's interests, including, by way of illustration, preparing documents; telephone and office conferences with the clients and the client's representatives, consultants, opposing counsel, governmental and

administrative agency officials and staff members, and others; conferences among our legal and non-attorney personnel; factual investigation; legal research; responding to client requests to provide information to the client or other parties; drafting documents; and travel. We will keep accurate records of the time we devote daily to the client's work in units of quarters of an hour or less.

Although we bill hourly, we have found it cost-effective to have our work shared among clients with similar interests and to divide the resulting fees and expenses among such clients benefited by the services. In accepting these Standard Terms of Engagement, you agree to allow the Firm to represent you in matters described in the engagement letter and to participate in the shared billing among our clients when such representation benefits you and other clients of the Firm.

The hourly rates of the Firm's attorneys and non-attorneys are, from time to time, reviewed and adjusted and may be changed to reflect current levels of legal experience, changes in overhead costs, and other factors. The hourly billing rates currently in effect are listed in the attachment to the engagement letter. The Firm will review hourly rates at the end of each year, and clients may anticipate a rate increase of not more than 5% per year.

For fixed fee matters, the engagement letter will set forth both the amount of the fee and payment terms.

The Firm will charge a fee as described in Section 9 hereof for each Public Information Act request under Chapter 552 of the Texas Government Code ("PIA Request") received and handled with respect to a client. If, in the best professional judgment of the Firm's attorneys, the Firm thinks that an exception to a PIA Request applies, the Firm will request an opinion from the Attorney General of the State of Texas, pursuant to Section 552.301 of the Texas Government Code.

The Firm's billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other changes will be billed monthly and are payable within thirty (30) days of receipt.

3. Expenses

Generally, the Firm will not charge clients for in-house expenses incurred in connection with representation. However, the Firm will charge for actual out-of-pocket expenses, including, but not limited to, filing fees, third party copy jobs, couriers and express deliveries, travel expenses, publication, recordation, and filing fees, records retrieval, governmental records, title reports and records, and

market analysis. The Firm will charge actual cost, with no markup, for these services.

Unless special arrangements are otherwise made, fees and expenses of others will be the responsibility of, and billed directly to, the client. Further, all third-party invoices in excess of \$500 may be forwarded to the client for direct payment.

4. Limitations of Representation

The Firm represents only the entity(s) or person(s) named in the engagement letter as the client(s), and representation extends only to the matters specifically listed in the engagement letter, as it may be amended by mutual written agreement or thirty days advance written notice from the Firm. If an entity, that is existing or to be formed during representation, is listed as the client, it is agreed that this Firm exclusively represents the entity or entities listed as the client(s), and, absent an express agreement to the contrary, the Firm's representation (and attorney-client relationship) shall not extend to any other person or entity, including officers, shareholders, directors, partners, members, managers, owners, parent companies, subsidiaries, affiliates, and agents of the client.

In this engagement, multiple parties may be represented by this Firm in this matter and all clients are hereby advised of the hazards of multi-party representation by one attorney. An attorney is required to be impartial and loyal and to exercise independent judgment with regard to the client group as a whole. The attorney may not promote the interest of any one member of a group to the disadvantage of another in the group of clients. An attorney may act as the common representative for more than one person in a common enterprise or endeavor, for so long as their interests do not differ or potentially differ. If multiple parties are being represented in this matter, each party is advised of the benefit of obtaining the services of independent legal counsel to ensure each party's legal interests are best protected. Each party being represented is a client of the Firm and, as long as the clients' interests are not in conflict, the Firm may ethically continue to represent all parties. The client has disclosed no facts that might give rise to a conflict; however, such a possibility always exists. If any conflict does arise, the client does have the obligation to so advise the Firm. In addition to informing this Firm of any conflict which arises between or among you, each client hereby agrees to waive any and all such conflicts and agrees that there will be complete and free disclosure and exchange of all information given to this Firm in the course of this representation.

5. Client Responsibilities

To enable the Firm to render effectively the legal services contemplated, the client must disclose fully and accurately all facts and keep us informed of all developments relating to the Firm's representation. The Firm necessarily must rely on the accuracy and completeness of the facts and information the client or its agents provide to the Firm.

6. Internal Communications

The occasion might arise for the Firm's attorneys providing service to the client to consult with the Firm's own counsel (other

firm lawyers who do not perform work for the client with respect to the engagement, or the Firm's own outside counsel) regarding the Firm's representation of the client. To the extent the Firm is addressing the Firm's own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and the client as to such consultation or resulting communications, particularly if a dispute were ever to arise between the Firm and the client regarding Bonds or matters relating to the issuance of Bonds. The client hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify the Firm from continuing to represent the client or from acting in the Firm's own behalf, even if such consultation or communications might be deemed adverse to the interests of the client. The client acknowledges and agrees that any such consulting and communications are protected from disclosure to the client by the Firm's own attorney-client privilege.

7. Confidentiality

The Firm will preserve the confidentiality of information provided by the client consistent with applicable law, including state laws relating to public information and open meetings and the State Bar Rules (defined below).

The client may specifically authorize the Firm to communicate with and/or provide copies of documents relating to the client's legal matter to other persons, such as financial advisors, engineers, governmental and administrative agency officials and staff members, and other consultants. The client understands that this request may impair the attorney-client privilege provided under state law, and the client agrees that the Firm shall have no responsibility for such loss of privilege based upon the client's request and the attendant communications and disclosures made to other persons as directed by the client.

Unless the client specifically requests otherwise, the client agrees that the Firm may indicate the general nature of the Firm's representation and the client's identity as the Firm's client on any of the Firm's marketing media, material, or other informational materials regarding the Firm and our practice.

8. MLG File and Client File (Cloud Storage, Retention and Disposition)

The Firm's own documents, which it generates or receives in the course of the Firm's representation of the client ("MLG File"), may include the following (paper files, as well as information in other mediums of storage, including voicemail, email, printer files, electronic documents files, facsimiles, dictation recordings, video files, and other formats): work product generated by the Firm, such as notes, draft documents, final documents, and legal memoranda; correspondence (including email, voicemail, and text messages); administrative records; time, billing, and expense records (including draft pre-bills, final bills, and timekeeping records maintained electronically or otherwise); credit and account records; personnel and staffing materials; information uploaded and maintained in planning, calendar, and efficiency tools, including, but not limited to, Microsoft Planner, Microsoft Teams, HotDocs, and Microsoft Outlook; and archived documents (with Iron Mountain or

otherwise). The documents in the MLG File will be retained or used by the Firm for the Firm's own purposes or destroyed or otherwise disposed of, pursuant to the Firm's internal record retention policy. You do not have a right to the contents of the MLG File except as may be required under State Bar Rules.

The client will have its specific file of documents ("Client File"), of which, the Firm will be the Records Management Officer, pursuant to the terms of the client's official Records Management Policy. The Client File will only include those documents: 1) which the Firm has specifically sent to the Client File, pursuant to its established process; and 2) which are provided to the Firm by the Client and/or its Consultants. The documents in the Client File will be retained or destroyed or otherwise disposed of, pursuant to the client's Records Management Policy.

The Firm accepts no responsibility or liability, however, for any loss or damage caused by failure to retain files and/or documents for any period after such closure, and the Firm is authorized by the client to destroy the files and/or documents after such time.

Upon termination or conclusion of our engagement, the Client File shall be returned to the client, or its designee, promptly upon written request. Except as otherwise noted above, it is the client's obligation to tell the Firm which, if any, of the documents in the Client File the client would like returned. The Firm will assume the client does not wish to have any documents in the Client File returned, unless the client requests to have them returned in writing.

The Firm reserves the right to make, at the Firm's expense, copies of all documents in the Client File. The Firm will maintain the confidentiality of all documents throughout this process.

The Firm recognizes that cloud computing services offer valuable tools to our clients and has entered into arrangements with certain providers of those services to host, store, and process client data. Like online services or platforms, cloud computing services are not immune from security compromises. While the Firm maintains a cyber security risk management program, we cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by the Firm. If the client does not wish to have its information and data stored with third-party cloud computing service providers, the client must advise the Firm not to do so. The Firm will not be responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

9. Termination

The attorney-client relationship will be considered terminated upon completion of any services that you have retained the Firm to perform. In addition, the client may terminate the Agreement with the Firm at any time and retain other counsel to

represent the client's interests for matters described in all or part of the Agreement. Likewise, the Firm may withdraw from representing the client at any time for any reason.

If this engagement is terminated prior to the completion of services, the client will pay all fees and expenses incurred up to and including the date of termination. If fees are a fixed fee (whether contingent or not), the client will pay the Firm a portion of that fee based on the level of progress as of the date of termination.

10. Disclosure to Governmental Entity Clients

To the extent Client is a governmental entity organized and operating pursuant to the laws of the State of Texas, the Firm certifies and agrees that it (i) does not, nor will not, so long as the Agreement remain in effect, boycott Israel, as such term is defined in [Chapter 808, Texas Government Code](#); (ii) does not engage in business with Iran, Sudan or any foreign terrorist organization pursuant to Subchapter F of [Chapter 2252 of the Texas Government Code](#); (iii) is not defined on a list prepared and maintained under Sections [806.051](#), [807.051](#), or [2252.153, Texas Government Code](#); (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such terms is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizen of or is directly controlled by the government of China, Iran, North Korea, Russia or any designated country; or (b) headquartered in China, Iran, North Korea, Russia or designated country.

11. State Bar of Texas

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct set forth by the State Bar of Texas ("State Bar Rules"). To the extent of any non-waivable conflict between the State Bar Rules and the Agreement, the State Bar Rules will control. The Texas Supreme Court in conjunction with the State Bar of Texas has promulgated "The Texas Lawyer's Creed – A Mandate for Professionalism." Clients can read the contents of the creed online at www.txethics.org. The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. For more information, clients may call the State Bar of Texas at 1.800.932.1900.