

WEST & ASSOCIATES, LLP

ATTORNEYS AND COUNSELORS AT LAW

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October 6, 2021

Fort Bend County Commissioners Court
401 Jackson St.
Richmond, Texas 77469

Directors, Fort Bend Grand Parkway Toll Road Authority
1950 Lockwood Bypass
Richmond, Texas 77469

Re: Disclosure Counsel Services for FBGPTRA Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds, Series 2021A (the "Bonds")

Dear Commissioners and Board of Directors:

We are pleased to submit to you this proposed agreement for the Fort Bend Grand Parkway Toll Road Authority of Fort Bend County, Texas (the "Authority") to engage West & Associates, L.L.P. ("West"), as described below, to serve as Disclosure Counsel with respect to the Bonds, as defined above. When approved by the Board of Directors (the "Board") on behalf of the Authority, this letter will confirm and evidence a further agreement between the Authority and West.

As Disclosure Counsel, West will prepare, or assist the appropriate the Authority officials, staff and financing team in the preparation of all required legal proceedings and will perform certain other necessary legal work in connection with the Board's authorization and issuance of the Bonds. Our services as Disclosure Counsel will include the following Basic Services, which we will carry out directly or in concert with the Authority officials, staff and financing team, as follows:

- (1) Preparation of the preliminary and final offering documents for the issuance and sale of the Bonds prior to delivery thereof;
- (2) Assistance in the performance of any necessary due diligence investigation required of the Authority, including due diligence calls or meetings, as appropriate;
- (3) Attendance and participation at meetings called or requested by appropriate the Authority officials and staff to discuss the Bonds, including, without limitation, rating agency presentations investor meetings or other presentations relating to the marketing of the Bonds and consultation with the Authority officials, staff and advisors and the Authority's financial advisor to develop such presentations;

- (4) Consultation and advise the Authority officials and staff and its financial advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; and
- (5) Analysis of the requirements of SEC Rule 15c2-12 and the basis upon which such rule is satisfied.

For the services described above performed in connection with the issuance of the Bonds, the customary fee would be \$0.50 per \$1,000 of bond proceeds, which, as of the date of this letter, is estimated to amount to \$68,500. However, the total amount of the program could change (upward or downward) depending on pricing and other factors. Therefore, West agrees that the fee West will be paid in connection with the issuance of the Bonds shall not exceed \$68,500. Disclosure Counsel should present their proposed fees with an understanding that there will be comparison to previous agreement terms. Except as otherwise provided below, payment of such fees shall be made after the closing for the Bonds and within thirty (30) days after receipt by the Authority of an approved invoice therefor.

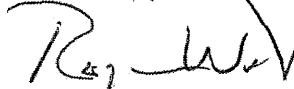
The fee for any additional services provided by Disclosure Counsel will be determined on an hourly rate basis or as the Authority and Disclosure Counsel may agree. The hourly rates will be those customarily charged by West to other clients for the same or similar services, taking into consideration the time consumed in providing the services, the level of experience and ability of the attorneys performing the services and the difficulty and complexity of the tasks involved.

West agrees that it will (1) adhere to the Authority's conflict of interest policy as in effect on the date hereof, (2) provide sufficient detail in its invoices to enable the Authority to determine the extent of work done and the expenses incurred, if any, including providing any supporting documentation the Authority may reasonably request, and (3) retain all records of work done and expenses incurred, if any, for a period of five years after such work is completed.

As required by Texas Government Code, Section 2271.002, West verifies that it does not "boycott Israel" (as defined in Texas Government Code Section 808.001), and subject to or as otherwise required by applicable federal law, will not boycott Israel during the term of this engagement.

If this proposed agreement for the services of West as Disclosure Counsel is satisfactory, please evidence your acceptance and approval by executing three copies, each of which shall be an original, in the space provided below.

Very truly yours,



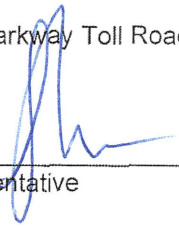
Royce West,
Managing Partner

October 6, 2021

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Approved: October 20, 2021

Fort Bend Grand Parkway Toll Road Authority



Authorized Representative

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.: _____