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November 21, 2022

Members of Board, Fort Bend County Toll Road Authority
and Fort Bend Grand Parkway Toll Road Authority
301 Jackson Street
Richmond, Texas 77469

Re: *Agreement for Special Counsel Services in Connection with Certain Financing and Toll Project Related Matters*

Gentlemen:

When approved by the Board of Directors of each of the Fort Bend County Toll Road Authority ("FBCTRA") and the Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA" and together with FBCTRA, collectively the "County TRAs"), this letter will evidence an agreement (the "Agreement") for legal services between FBCTRA, FBGPTRA and the law firm of Orrick Herrington & Sutcliffe, LLP ("Orrick") with offices at 609 Main, 40th Floor, Houston, Texas 77002. (FBCTRA and FBGPTRA are sometimes referred to individually herein as a "County TRA" or "Client") This Agreement shall become effective only upon the approval of the Board of Directors of each County TRA and shall be effective as of the Effective Date for hourly rate services for the Current Contract Term as herein provided. The following is based on our standard form of engagement letter and includes the "Standard Terms of Engagement" provided at the end of this Agreement. We do not intend this letter to be difficult to understand or filled with "legalese." Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the County TRAs.

Subject to the terms and conditions of this engagement letter, Commissioners Court designates Orrick as Special Counsel to the County TRAs in connection with the financing and development of the toll projects of the County TRAs, together with any extensions or enlargements thereto (the "Projects"). This agreement does not include an engagement of Orrick for bond counsel services. The following is a summary of the services to be provided by Orrick in consultation with County TRA officials, as such County TRA officials may determine:

1. Generally advise the County TRAs and prepare appropriate documentation on matters relating to (i) first option and local primacy rights with respect to the Projects, including issues relating to the use of right-of-way and access to the state highway system, (ii) concession contracts and other innovative or alternative financing or procurement methods, and (iii) the rights and responsibilities of the County TRAs under (A) applicable law, including Chapter 284, Transportation Code, as amended, and (B) contracts with the Texas Department of Transportation ("TxDOT") and other parties.



November 21, 2022

Page 2

2. Review of and consultation with County TRA officials relating to applicable legal authorities under Texas law and advocacy on local primacy and SB 1420 committee ("1420 committee") matters, including briefings and meetings with members of the Fort Bend County Commissioners Court and/or the boards of each County TRA; and the negotiation and drafting of documentation related thereto.

3. Negotiations and preparation of the necessary agreements with TxDOT related to the evaluation, design, approvals, cost-sharing, operations and development of the Projects.

4. Such other matters as may be assigned to Orrick by the County TRAs in connection with the Projects that may be assigned to Orrick by the County TRAs from time to time.

For services rendered by Orrick personnel on public finance matters for the County TRAs, Orrick will be compensated on an hourly rate basis that includes a discount from Orrick's standard hourly rates as follows: All partners and senior counsel - \$765; all other non-partner attorneys - \$550; and all other timekeepers - \$325. It is expressly understood that hourly rates compensate Orrick for all overhead costs and expenses and include, but are not to be limited to, all costs for secretarial work, including overtime, travel within Fort Bend County, computer time, meals, clerical filing and proofreading. Orrick agrees that it is neither authorized to seek reimbursement nor are the County TRAs obligated to pay for postage, mileage within Fort Bend County, parking fees, local facsimile (fax) transmissions, Westlaw, Lexis, use of law library or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in the following two sentences. The County TRAs agree to reimburse Special Counsel for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. The County TRAs agree to reimburse Special Counsel for necessary photocopies at the rate of \$0.10 per page and reasonable and necessary messenger and delivery services.

All time billed must be in increments of 6 minutes (1/10th of an hour) and in addition to the hours must state the date, identity of the person performing the task and the task performed.

Subject to prior approval of a County TRA, Orrick is authorized to engage the services of non-legal consultants as may be needed in connection with this engagement. Charges for the services and expenses of such consultants will be paid by Orrick and then submitted to the appropriate County TRA for reimbursement.

On or about the last day of each calendar month or as otherwise requested by a County TRA for hourly rate services, Special Counsel must submit an itemized statement, in a form acceptable to each respective County TRA, setting forth in reasonable detail the services provided hereunder and the compensation and expense reimbursement claimed therefore. The County TRA will review each such statement and approve it with any modifications deemed appropriate and agrees to pay each such statement within thirty (30) days of the date of invoice.



November 21, 2022

Page 3

It is expressly understood and agreed that any party (i.e. a County TRA on one hand and Special Counsel on the other) may terminate with or without cause this Agreement at any time by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Special Counsel must discontinue all services in connection with the performance of this Agreement for the terminating County TRA and must proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement to such County TRA. As soon as practicable after receipt of notice of termination, Special Counsel must submit a statement to such County TRA showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of such statement, such County TRA will review this statement and approve it with any modifications deemed necessary. Upon request, copies of all completed or partially completed documents prepared under this Agreement will be delivered to the each respective County TRA when and if this Agreement is terminated.

All work product developed by Special Counsel and the consultants engaged by Special Counsel shall be owned by each respective County TRA and shall be delivered to the respective County TRA upon its completion.

The Effective Date of this Agreement shall be November 21, 2022, unless this Agreement is approved by the Board of Directors of each County TRA on a later date, and in such event, the Effective Date shall be such later date. The term of this Agreement shall begin on the Effective Date and for hourly rate services shall end on the first anniversary date thereafter (such period, the "Current Contract Term") or sooner if either party provides notice of termination to the other 30 days prior to the termination date; provided, however, that this Agreement may be extended upon the approval of the Board of Directors of each County TRA.

It is expressly understood that Special Counsel has no authority to settle or otherwise compromise the position of a County TRA or any of its officers. It is further understood that any settlement involving the expenditure of Fort Bend County funds is subject to the approval of the Commissioners Court of Fort Bend County.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County TRAs or Fort Bend County.

As required by Texas Government Code, Section 2271.002, Orrick 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. Further, as required by Texas Government Code, Section 2274.002 (as enacted by Senate Bill 13 of the 87th Legislature, Regular Session), Orrick verifies that it does not "boycott energy companies" (as defined in Texas Government Code Section 809.001), and subject to or as otherwise required by applicable federal law, will not boycott energy companies during the term of this engagement. Lastly, as required by Texas Government Code,



November 21, 2022

Page 4

Section 2274.002 (as enacted by Senate Bill 19 of the 87th Legislature, Regular Session), Orrick verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association .

If this Agreement for Special Counsel is satisfactory, it is requested that such be evidenced by the approval of the Board of Directors of each County TRA. Please retain two copies of this letter for your files and return one copy to us.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Deitz".

Marcus Deitz, Partner



November 21, 2022

Page 5

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by an authorized representative of a County TRA (the "Client") and Orrick, Herrington & Sutcliffe LLP ("Orrick"), the following provisions shall apply to the relationship between Orrick and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at www.orrick.com.) We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information with the Client. The Client acknowledges that the Client has had the



November 21, 2022

Page 6

opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that 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 us from continuing to represent the Client or from acting in our 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 Orrick's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements



November 21, 2022

Page 7

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick's disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client's responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional



November 21, 2022

Page 8

responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Orrick may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Orrick not to do so. If the Client requests or directs Orrick to use cloud computing services other than those services provided by Orrick, the Client agrees that Orrick is not responsible for, and agrees to indemnify and hold Orrick harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Orrick may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Orrick determines it appropriate to dispose of materials relating to the Matter, Orrick will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any



November 21, 2022

Page 9

documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Arbitration

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Orrick's representation of the Client. Any such dispute, whether a claim by the Client against Orrick or by Orrick against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a "Dispute." If we are not able to resolve a Dispute among ourselves, the Client and Orrick agree to resolve such Dispute through confidential binding arbitration as set forth below.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

The arbitration provisions of this Section 11 shall apply to all Disputes and shall survive termination of this agreement or the engagement. The Client understands the consequences of agreeing to binding arbitration under this Section 11, including giving up any constitutional or statutory rights to have the Dispute determined by a court of law or by a jury; that discovery of information in arbitration may be limited; that the application of the rules of evidence may be relaxed; that the arbitration decision will be final and binding and there will be no right of appeal, judicial or otherwise; and that arbitration is more private than a court trial.

The party wishing to initiate arbitration hereunder (the "initiating party") will deliver to the other party (the "other party") a written demand for arbitration setting forth the basis of the initiating party's claim and the dollar amount of damages sought. Once an initiating party initiates an arbitration, hereunder, the initiating party and the other party will engage in a good faith, one-day non-binding mediation before a sole mediator selected from the panel of mediators of JAMS (or its successor) before proceeding with the arbitration. Each party in the mediation will pay such party's own costs and fees, and the parties will split the fees of the mediator. The mediation will take place in the location where Orrick performed the work at issue. Orrick and the Client may mutually agree to extend the mediation beyond one day.

To the extent that the Dispute is not resolved through the mediation process described above, an arbitration hereunder will (i) be heard and determined by an arbitrator (who will be a retired state or federal judge with at least five years judicial experience), selected by the parties from a list of neutrals provided by JAMS, and if the parties cannot agree, by JAMS itself; (ii) take place in the city in the United States where Orrick spent the most time working on the engagement; and (iii) conducted in accordance with JAMS Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder. The arbitration will be governed by the Federal Arbitration Act, notwithstanding any conflicting choice of law provision in this agreement, and shall be conducted by JAMS in accordance with JAMS Arbitration Rules and Procedures. In determining a claim, the arbitrator will apply the laws of the State of Texas, unless such laws conflict with the Federal Arbitration Act in which case the Federal Arbitration Act shall control. The arbitration proceedings and the decision of the arbitrator will be confidential. Each party in the arbitration will pay such



November 21, 2022

Page 10

party's own costs and fees, and the parties will split the fees of the arbitrator. The ruling of the arbitrator will be final and binding on both parties, and no appeal may be taken. The ruling of the arbitrator may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

[Signature Page Follows]



November 14, 2022
Page 11

12. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK, HERRINGTON & SUTCLIFFE LLP

FORT BEND COUNTY TOLL ROAD AUTHORITY

<< see next page >>
Marcus Deitz, Partner

Bobbie Tallas

By: Bobbie Tallas
Name: _____
Title: Vice Chairman

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

Bobbie Tallas

By: _____
Name: Bobbie Tallas
Title: Vice Chairman



November 21, 2022

Page 11

12. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK, HERRINGTON & SUTCLIFFE LLP

A handwritten signature in blue ink, appearing to read "M Deitz", written over a horizontal line.

Marcus Deitz, Partner

FORT BEND COUNTY TOLL ROAD AUTHORITY

By: _____

Name: _____

Title: _____

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By: _____

Name: _____

Title: _____