

# AGREEMENT

This Agreement for Executive Director (this "Agreement") is made effective as of the 15th day of March, 2024 (the "Effective Date") by and between Gornet Consulting LLC ("Gornet"), on the one hand, and on the other by Fort Bend County Toll Road Authority ("FBCTRA") and Fort Bend Grand Parkway Toll Road Authority ("GPTRA," and collectively with FBCTRA, the "Authorities," and each individually, an "Authority"). (Gornet and the Authorities are each referred to herein as a "Party" and, collectively, as the "Parties"). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Appointment as Executive Director. Each Authority hereby appoints Gornet as Executive Director subject to the terms of this Agreement. Gornet shall perform such duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned.
2. Performance of Duties. Gornet shall perform assigned duties and responsibilities in a professional manner, in good faith and to the best of Gornet's skills, abilities, talents and experience.
3. Term. Gornet's appointment as Executive Director under this Agreement shall begin on March 15, 2024, and subject to Section 9 hereof, shall be renewable annually, continuing for an unspecified term on an "at will" basis.
4. Compensation. Base Salary. As compensation for the services provided by Gornet under this Agreement, each Authority will pay Gornet \$100,000 per year. Such amount will be paid in arrears to Gornet in substantially equal installments on a monthly basis. Gornet shall be responsible for any and all federal income and social security taxes and state or local taxes as required by law.
5. Expenses. The Authorities will reimburse Gornet for the following reasonable out-of-pocket expenses incurred in furthering the business interests of the Authorities, after Gornet provides an itemized account of expenditures to the Board of Directors for review and approval or otherwise pursuant to policy of the Authorities: these expenses may include, but are not limited to, travel (milage, parking, airfare, or lodging), meals and registration fees for conferences, seminars and other events.
6. Work Location. Gornet will primarily perform the duties of Executive Director in Fort Bend County, Texas.
7. Confidentiality, Confidential and Proprietary Information. In the course of providing services as Executive Director, Gornet may be exposed to confidential and proprietary information of the Authorities. "Confidential and proprietary information" shall mean proprietary, sensitive, or confidential information of either Authority, whether orally, in writing, electronically, visually, or through any other means, including third-party confidential or proprietary information in possession of either Authority, business plans, strategies, and practices, financial information, personnel information, and any other information designated as confidential by either Authority or any such third-party, provided, however, the term does not include any information that is public information under applicable Texas law, including Chapter 552, Texas

Government Code, or information that is or becomes publicly available through no fault of Gornet.

8. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Gornet shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform duties and responsibilities as Executive Director or with the prior written consent of the Authorities.
9. Termination. This Agreement may be terminated immediately by the Authorities for cause or in the event Gornet violates any provision of this Agreement. In addition, the Authorities may terminate this Agreement and the appointment of Gornet as Executive Director at any time and for any reason in accordance with applicable local, state, and federal labor or other law. Gornet may terminate this Agreement and the appointment of Executive Director at any time and for any reason in accordance with applicable local, state, and federal labor or other law. Notwithstanding the foregoing, the Parties acknowledge and agree that Gornet may be terminated at any time and for any reason by Fort Bend County if the County takes action authorizing such termination and provides at least 30 days written notice of such termination to Gornet and the Authorities. At the time of termination, Gornet agrees to return all Authority property, including but not limited to computers, cell-phones, and any other electronic devices that are the property of either Authority.
10. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Texas (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
11. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by the Parties.
12. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, to the address stated below or to another address as that Parties may subsequently designate by notice and shall be deemed given on the date of delivery:

If to the Authorities:

Fort Bend County Toll Road Authority  
c/o James A. Hernandez  
Greenberg Traurig LLP  
1000 Louisiana Street, Suite 6700  
Houston, Texas 77002  
James.Hernandez@gtlaw.com

If to Gornet:

David W. Gornet  
Gornet Consulting LLC  
4771 Sweetwater Blvd, #371  
Sugar Land, TX. 77479  
david@gornet.net

13. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation

of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

14. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect the terms of this Agreement.
15. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
16. No Assignment. The interests of Gornet are personal to Gornet and cannot be assigned.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Fort Bend County Toll Road Authority

By: James D. Rice

Name: James D. Rice

Title: Chairman

Gornet Consulting LLC

By: David W. Gornet

Name: David W. Gornet

Fort Bend Grand Parkway Toll Road Authority

By: James D. Rice

Name: James D. Rice

Title: Chairman