



May 7, 2025

Commissioners, Fort Bend County Commissioners Court
Fort Bend County, Texas
301 Jackson Street
Richmond, Texas 77469

Re: Disclosure Counsel Services in connection with the Fort Bend County, Texas Senior
Lien Toll Road Revenue and Refunding Bonds, Series 2025 (the "Bonds")

Dear Members of Commissioners Court:

We are pleased to submit to you the proposed agreement for Fort Bend County, Texas (the "County") to engage Cantu Harden Montoya LLP (the "Firm") to serve as disclosure counsel ("Disclosure Counsel") with respect to the County and the Fort Bend County Toll Road Authority (the "Authority") in the issuance of the Bonds. This letter will confirm our agreement with you and instructions regarding the County's engagement of this Firm and will describe the terms and basis on which the Firm will provide legal services to the County.

Our experience has been that it is mutually beneficial to set forth at the outset of our representation the role and responsibilities of both our law firm and our client. Accordingly, we submit for your approval the following provisions governing our engagement. When approved by the Commissioners Court (the "Commissioners Court") on behalf of the County, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to represent the County.

1. *Client Relationship.* The Firm is being retained by the County solely as its Disclosure Counsel with respect to the issuance of the Bonds and our representation pursuant to this letter does not include the representation of any other entity or any individual including, but not limited to, any of your affiliates, employees or agents. As a result, our representation in this matter does not give rise to an attorney-client relationship between the Firm's attorneys and any of your affiliates. You agree that during the course of our representation, we will not be given any confidential information regarding any of your affiliates. Accordingly, in most instances, our representation of the County in this matter will not give rise to any conflict of interest if other clients of the Firm are or become adverse to any of the County's affiliates.

2. *Scope of Representation.* You have asked us to represent the County as Disclosure Counsel with respect to the issuance of the Bonds. You acknowledge that we are not the County's general counsel and that our acceptance of this engagement does not involve our representation of the County or its business, operations or other interests with respect to any matter other than disclosure issues relating to the issuance of the Bonds. After the closing of the issuance of the Bonds, changes may occur in the applicable laws or regulations that could affect the County's future rights and liabilities. Unless you engage us after closing to provide additional services on issues arising from the issuance of the Bonds, you agree that the Firm has no continuing obligation to advise the County with respect to future legal developments.

As Disclosure Counsel, we will assist the officials and staff of the County and the Authority, together with the County's bond counsel and financial advisor, in connection with the issuance and delivery of the Bonds. Our basic services shall include the following: consultation with and advice to County officials and staff and its bond counsel and financial advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; preparation of the preliminary and final offering documents for the Bonds; assistance in the performance of any necessary due diligence investigation, including participation in due diligence calls or meetings, as appropriate; analysis of the requirements of Rule 15c2-12 and the basis upon which such rule is satisfied; and providing the County with a securities disclosure opinion in customary form reasonably satisfactory to the County. In addition to the foregoing basic services, we are prepared to undertake additional services as directed by the County.

3. *Client Responsibilities.* The County agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to our representation. Without such information, we may not be able to represent the County adequately. The County also agrees to pay our statements for services and expenses in accordance with paragraph six below. The County agrees to review our drafts carefully to ensure that they are accurate and in accordance with your instructions and requirements. It is important that you let us know if you think that they are inaccurate, that something additional needs to be included or if any of the drafts are unclear or otherwise need to be amended.

The County will also be available to attend meetings and other proceedings on reasonable notice and stay fully informed on all developments relating to this matter. The County shall not ask us to do any act or take any step which we consider to be improper, unreasonable, or unprofessional nor mislead us in any way in relation to any aspect of this matter.

4. *Opinions and Beliefs.* Since the outcome of legal matters is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the legal process, it is understood that we have made no promises or guarantees to you concerning the outcome of this or any other matter and cannot do so.

5. *Communication.* I will be the attorney primarily responsible for this representation. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. It is important that the County is satisfied with our services and responsiveness at all times. We will correspond with the County by sending all notices and other documents to you by post, email, or facsimile, using the contact details the County provides to us. We use email extensively, but as you are aware email is not fully secure and may be intercepted by third parties. Unless the County advises us otherwise in writing, we understand that it agrees to our use of email for correspondence regarding instructions both with the County and third parties. In keeping with information security best practices for confidentiality, the Firm recommends encrypting all sensitive data you send to us.

By signing below, the County expressly grants permission to share information with the County's accountants, tax preparers, investment advisors, investment bankers, and bankers. Absent this consent, we may not be able to do so.

6. *Fees and Expenses.* For Basic Services performed in connection with the issuance of the Bonds, the Firm will be paid \$0.42 per \$1000 of bond proceeds received by the County.

The fee described above shall be paid from the proceeds of the sale of the Bonds or from other funds, as the County deems appropriate. 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 County 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 County and Disclosure Counsel may agree, whichever is less. The hourly rates will be those customarily charged by the Firm 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.

7. Responses to Subpoenas and Similar Requests. If the Firm is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation, in each case in any litigation or claim between you and a third party in which our representation becomes a subject of inquiry in discovery (a "Request"), the Firm will first, to the extent permitted by applicable law, consult with you to determine whether you wish the Firm to comply with the Request or to resist it, if there is a basis for doing so. The County agree to reimburse the Firm for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request.

8. Conflicts. As you are aware, the Firm represents many other companies and individuals. Some of these other clients may be direct competitors of yours or otherwise may have business interests that are contrary to your interests. It is possible that during the time that we are representing the County, some of our present or future clients will have transactions or disputes with the County. These matters may include corporate matters (such as mergers and acquisitions, takeovers, and other change-in-control issues and transactions); commercial transactions (such as preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings); or intellectual property matters, bankruptcy, taxation matters, or administrative, legislative, policy or similar non-adjudicatory proceedings where we may take positions for other clients that are different from positions you may have taken or might take in the future.

We cannot enter into this engagement if it could interfere with our ability to represent other existing or future clients who have or develop relationships or interests adverse to you. The County therefore agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the County even if the interests or legal positions of such clients in those other matters are directly adverse, and waives any conflict of interest with respect thereto. We agree, however, that the County's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the County, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the County's material disadvantage. In addition, if you were still a client of the Firm at the time of a dispute, we would not represent the other client if adversarial proceedings were brought by either client against the other.

You also agree that the Firm may represent a party to which you are adverse from time to time in matters that are unrelated to you, and waive any conflict of interest with respect thereto.

You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with us before agreeing to this waiver.

9. *Termination of Engagement.* Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. The County's termination of our services will not affect its responsibility for payment of fees for legal services rendered and for other charges incurred before termination and in connection with an orderly transition of the matter.

Similarly, we may withdraw from the representation, with or without cause, subject to the rules of professional conduct for the jurisdictions in which we practice. There are several types of conduct or circumstances that may require or permit us to withdraw from representing the County, including for example, nonpayment of fees or costs, misrepresentation, or failure to disclose material facts, fundamental disagreements, and a conflict of interest with another client. We try to identify in advance and discuss with the County any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the County written notice of our withdrawal. If we elect to withdraw for any reason, we will be entitled to payment for all services rendered and charges accrued on the County's behalf prior to the date of withdrawal.

If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application, including, where applicable, by engaging successor counsel in the matter.

10. *Conclusion of Representation; Retention and Disposition of Documents and Materials.* Unless previously terminated, our representation of you will automatically terminate upon the earlier of (a) our sending you our final statement for services rendered in this matter or (b) upon our completion of the specific services that you have retained us to perform. Subsequent statements sent to collect expenses and/or unpaid fees, and/or the state of accounting/business records or client lists at the Firm, shall not determine or extend the attorney-client relationship. If you later retain us, and we agree, to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement.

Following termination, any otherwise non-public information the County supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the County's request, its papers and property will be returned to it promptly. We may retain Firm files including, for example, electronic records, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. All documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to, and typically do, without asking for your permission, destroy or otherwise dispose of any such documents or other materials retained by us five years after the termination of the engagement. You agree to such destruction. If you would like to maintain in your own files certain documents, we suggest that promptly following the completion of the matter, you request that we send you copies of these documents for your own files. Further, should you request to transfer your files to another law firm, we will send all property and/or files as requested, subject to the receiving firm's payment for all relevant costs including retrieval, review, and shipping of the files.

11. *Post-Engagement Matters.* The County has provided instructions and is engaging the

Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the County's future rights and liabilities. Unless the County specifically engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the County with respect to future legal developments.

12. Conclusion. I hope this letter covers all relevant points, but please let me know as soon as possible if you require clarification or need anything further from us. Thank you again for the opportunity and we look forward to serving the County and the Authority.

[The remainder of this page intentionally left blank]

Please sign, date, and return the enclosed copy of this letter. We very much look forward to working with you on this matter.

Very truly yours,

A handwritten signature in blue ink, reading "Wendy Montoya Cloonan".

Wendy Montoya Cloonan

Enclosures

Agreed and accepted:

Fort Bend County, Texas

By: _____

Name: _____

Title: _____

Date: _____, 2025