

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel for Legal Services)

This Agreement (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, on behalf of the Fort Bend County Sheriff Civil Service Commission, and Thompson & Horton, LLP (“Special Counsel”), a Texas limited liability partnership. County and Special Counsel may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Fort Bend County's Sheriff's Office Civil Service Commission (the “Commission”) was created under the authority of the Texas Local Government Code, Chapter 158, Subchapter B, §158.032; and

WHEREAS, The Commission’s mission is to effectively adopt, publish, and enforce rules regarding selection and classification of employees; competitive examinations; promotions, seniority, and tenure; layoffs and dismissals; disciplinary actions; grievance procedures; the rights of employees during an internal investigation; and other matters relating to the selection of employees and the procedural and substantive rights, advancement, benefits, and working conditions of employees pursuant to Chapter 158.035 of the Texas Local Government Code; and

WHEREAS, The Commission seeks general legal counsel and representation in specific legal matters, (the “Services”) when performing its duties in accordance with Chapter 158.035 of the Texas Local Government Code; and

WHEREAS, Special Counsel is a full-service firm and represents that it is qualified and desires to perform such Services.

WHEREAS, pursuant to Section 262.024 of the Texas Local Government Code, the Fort Bend County Commissioners Court determined that this Agreement is exempt from competitive bidding requirements because this Agreement is for a personal or professional service that requires predominantly mental or intellectual skills or belongs to a discipline requiring special knowledge or attainment and a high order of learning, skill, and intelligence; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are a material part of this Agreement and are incorporated herein by reference and made a part of this Agreement.

2. Scope of Representation.

- (a) Special Counsel shall provide the Services to the Commission, pursuant to Chapter 158 of the Texas Local Government Code, and as set forth in Special Counsel's engagement letter for legal services dated January 7, 2026 (the "Engagement Letter") attached hereto as "Exhibit A" and fully incorporated by reference herein.
- (b) Special Counsel, a full-service law firm, may affiliate other counsel to assist with the Services upon written consent of County.

3. **Term.** The Parties agree that this Agreement is effective as of October 1, 2025 (the "Effective Date") and shall terminate at 11:59 p.m. on September 30, 2026, unless sooner terminated in accordance with the terms of this Agreement. The Parties further agree that the Services were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. This Agreement may only be renewed upon written instrument executed by both Parties.

4. Compensation and Payment.

- (a) Special Counsel shall be compensated for the Services provided for the Commission in the amount(s) and manner set forth in the Engagement Letter attached hereto as Exhibit A.
- (b) Special Counsel shall keep current and complete written time and expense records that describe in detail the time and money spent in performing the Services for the Commission.
- (c) Monthly invoices shall be submitted to the Fort Bend County Sheriff Civil Service Commission Coordinator for review and approval. The Civil Service Commission Coordinator shall forward the same to the appropriate County Department for payment. All approved payments shall be made by County within thirty (30) days of receipt of invoice.

5. Limit of Appropriation/ Non-Appropriation.

- (a) Special Counsel understands and agrees that any payment obligations created by this Agreement are conditioned upon the appropriation and certification of available funds by County. Special Counsel further understands and agrees that the total maximum compensation that Special Counsel may become entitled to for legal services and Reimbursable Expenses hereunder shall not exceed the amount certified available by County of Forty Thousand and 00/100 Dollars (\$40,000.00) without a County approved change order.

- (b) Notwithstanding anything to the contrary, or that may be construed to the contrary, County's liability under the terms and provisions of this Agreement shall be limited to the sum of \$40,000.00. If and when all funds so certified available by County are expended, County shall immediately notify Special Counsel in writing of such occurrence and Special Counsel's sole and exclusive remedy shall be to terminate this Agreement.
6. **Information Provided.** The Commission shall provide all information or documents that Special Counsel deems necessary for the Services. Any and all information or documents provided to Special Counsel by the Commission for the Services shall be deemed to be privileged and confidential information pursuant to the attorney-client and work product privileges under the Texas and Federal Rules of Evidence and Rules of Civil Procedure.
7. **Indemnity.** Special Counsel understands and agrees that under the Texas Constitution and the laws of the state of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party. Therefore, any references to indemnification of Special Counsel by County are only applicable to the extent allowed by law.
8. **Independent Contractor.** In the performance of the legal services hereunder, Special Counsel shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Special Counsel. Special Counsel and its agents, employees, officers, or volunteers shall not, by performing any legal services pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
9. **Inspection of Books and Records.** Special Counsel shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Special Counsel for the purpose of verifying the work performed by Special Counsel for the Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years.
10. **Termination and Conclusion of Representation.**
- (a) Either Party shall have the right to terminate this Agreement in accordance with the Engagement Letter attached hereto as Exhibit A.
- (b) Upon termination of this Agreement, Special Counsel shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by Special Counsel in connection with the Services.

11. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Special Counsel release any material or information developed or received during the performance of legal services for the Commission unless Special Counsel obtains the express written approval of County or is required to do so by law.
12. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County, Texas
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

CC: Fort Bend County Sheriff
Civil Service Commission
Attn: Amber Carrell
1410 Richmond Parkway
Richmond, Texas 77469

If to Special Counsel: Thompson & Horton, LLP
Attn: Celena Vinson
3200 Southwest Freeway
Suite 2000
Houston, Texas 77027

Notices may also be sent via electronic mail (email) if expressly agreed to by the Parties.

13. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY SPECIAL COUNSEL THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
14. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
16. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Pursuant to Section 15.015 of the Texas Civil Practice and Remedies Code, venue is mandatory in Fort Bend County, Texas for any claim against County arising out of or related to this Agreement.
17. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Special Counsel hereby verifies that Special Counsel and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Special Counsel does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Special Counsel does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Special Counsel does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

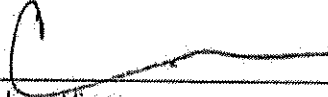
18. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, SPECIAL COUNSEL ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
19. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
20. **Conflict.** In the event of a conflict between this Agreement and any exhibits attached hereto, the terms of this Agreement shall prevail with regard to the conflict.
21. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
22. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

THOMPSON & HORTON, LLP

KP George,
County Judge



Celena Vinson,
Partner

Date

2/11/26

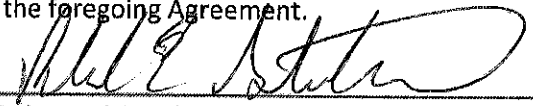
Date

ATTEST:

Laura Richard,
County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 40,000.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Follows Behind)



Houston
Dallas
Austin

Celena Vinson
Partner

(713) 554-6742 Office

cvinson@thompsonhorton.com

THOMPSON & HORTON LLP
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027-7554

January 7, 2026

Ms. Michelle L. Turner
First Assistant County Attorney
Fort Bend County
401 Jackson Street, y d Floor
Richmond, Texas 77469

Via email: michelle.turner@fortbendcountytexas.gov

Re: Updated Engagement Letter for Legal Services

Dear Ms. Turner:

Thank you for the opportunity to provide legal services to the Fort Bend County Sheriff's Office Civil Service Commission ("Commission"). The purpose of this updated engagement letter is to describe the proposed terms on which we will provide services and the role and responsibilities of both Thompson & Horton LLP ("T&H") and the Commission.

Terms of Engagement. T&H will represent the Commission in connection with specific legal matters as requested by the Commission. Requests for legal advice or representation on any specific matters will be submitted through the individual members of the Commission or Coordinator Amberly Carrell. This Engagement Letter and Terms of Engagement (**Attachment A**) shall serve as the written agreement between the Commission and T&H regarding T&H's provision of general legal counsel and services.

This letter may be supplemented or amended to reflect new matters that deviate from the current engagement in complexity, scope, nature, or risk, or that require a substantial change in terms and conditions.

Fees and Staffing. T&H is a full-service law firm. Under this proposed engagement, I will be your primary contact at T&H unless the Commission requests otherwise, although other attorneys may provide services depending on the specific project and the expertise of the particular attorney. For this engagement, Partners have agreed to charge an hourly rate of \$375 - \$425, Counsel will charge an hourly rate of \$370, and Associates will charge an hourly rate ranging from \$270 - \$350, depending on their years of experience. Paralegals will be billed at \$170 per hour. The rates charged may vary in litigation matters covered by insurance. T&H will attempt to staff each matter in a manner that is most economical to the Commission based on the nature of the project.

Unless agreed to another billing method, we bill in increments of fifteen minutes. We will not require a retainer; the Commission will be billed for services provided. Additionally, the rates charged may vary due to arrangements with insurance companies in litigation matters. Billing rates are evaluated on an annual basis, but any adjustments will be made only after notice to the Commission. T&H will attempt to staff each matter in a manner that is most economical to the Commission based on the nature of the project.

Under the terms of this Engagement Letter, the Commission will have specific obligations to T&H, for example, the obligation to provide complete and accurate information to the firm. If you have any questions about this document or the Commission's rights and obligations regarding this engagement or relationship with T&H, please feel free to contact me or any other partner of the firm.

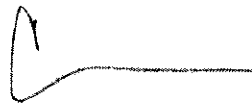
It is T&H's practice to comply with the professional standards and ethics requirements applicable to Texas attorneys. Based on the information of which we are aware, it does not appear that this engagement is materially adverse to any substantially related matter that T&H is handling for other clients of the firm. Should a conflict of interest arise or become apparent after work begins on this engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Please call me concerning questions about any aspect of this engagement. If this letter and the Terms of Engagement meet with your approval, we request that the Commission Chairman or other authorized agent sign the Engagement Letter with Attachment A Terms of Engagement. We request that you keep one original of the Letter and Terms of Engagement for the Commission's file and return one original to me.

Thank you again for the opportunity to provide legal services to the Commission.

Very truly yours,

THOMPSON & HORTON LLP

A handwritten signature in black ink, appearing to read 'Celena Vinson', with a long horizontal stroke extending to the right.

Celena Vinson

CCV/lp
Attachment

Mr. Marcus Spencer
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AGREED AND ACCEPTED:

Fort Bend County Sheriff's Office
Civil Service Commission

Fort Bend County Sheriff's Office
Civil Service Commission

Printed Name and Title

Date: _____

ATTACHMENT A

Thompson & Horton LLP Terms of Engagement

Introduction

These are the Terms of Engagement adopted by Thompson & Horton LLP (“T&H”) and referred to in our Engagement Letter as the basis for our representation of the Fort Bend County Sheriff’s Office Civil Service Commission (hereafter referred to as “the Client,” “the Commission,” or “you”). Because this document is an integral part of our agreement to provide representation, we ask that you review this document carefully. If you have any questions about this document, please contact us.

Identification of the Client

Under this engagement, our client is the Commission and not individual trustees, officers, or employees. In the event the Commission requests that we undertake representation of a specific individual, such as an individual defendant in a lawsuit, a new engagement letter will need to be prepared that defines the scope of the representation of the individual.

The Scope of the Representation

T&H undertakes to provide representation and advice on the matters for which we are engaged, and it is important that we both have a clear understanding of the services that T&H has agreed to provide. In the Engagement Letter, T&H specifies the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the engagement, including the scope of the representation, and related services being performed, please address those questions promptly with your principal contact at the firm.

As you may be aware, the Treasury Department has issued Regulations, commonly referred to as Circular 230, that dictate how attorneys must communicate with their clients whenever they render “written advice” on tax issues. The regulations are very broad and will frequently restrict ordinary communications between attorney and client. We can avoid the costly and time-consuming process of preparing a formal opinion to comply with Circular 230 by including a legend on written advice similar to the following:

“As required by United States Treasury Regulations, you should be aware that this communication is not intended or written by the sender to be used, and it cannot be used, by any recipient for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.”

It is very unlikely that we will be providing written advice on tax issues but if we do, unless we agree in advance to the contrary, any written advice that we prepare for you will contain this legend.

Conflicts of Interest

T&H represents many educational entities, public entities, businesses, and individuals. We attempt to identify actual and potential conflicts at the outset of any engagement. Occasionally, other



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clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf, or T&H may be asked to represent someone whose interests may be adverse to you. Please do not take such a request to indicate that we will represent you less zealously; we make such requests because we take our professional responsibilities to all clients and prospective clients very seriously. We will not undertake representation of adverse or conflicting parties without your express and informed consent. If conflicts arise or become apparent after work begins on an engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Rules concerning conflicts of interest vary with the jurisdiction. To avoid any uncertainty, our policy is that the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation. Unless the Engagement Letter stipulates that some other rules of professional responsibility will govern our attorney-client relationship, your acceptance of our Engagement Letter means you agree with that policy.

Staffing

The Commission may choose to contact any attorney at the firm. Additionally, a certain attorney may be the most appropriate attorney to handle a specific project due the nature of the legal issues and the expertise of the particular attorney. T&H will attempt to staff each legal and litigation matter in a manner that is most economical to the Commission based on the nature of the project.

For purposes of this engagement, attorneys' rates range from \$270 to \$425. Partners will bill between \$375 - \$425 per hour, Counsel will bill at \$370 per hour, and Associates will bill from \$270-340 per hour, depending on their years of practice. The rates charged may vary in litigation matters covered by insurance. When appropriate, work may be performed by paralegals billed at \$170 per hour.

Fees, Billing Arrangements, and Terms of Payment

T&H issues invoices on a regular basis, normally each month, for fees and other charges. Invoices are due on presentment and are considered past due 30 days after receipt. It is important to review invoices that are presented each month and to bring any concerns regarding the invoice, services, or staffing to the attention of the firm within 30 days of receipt of an invoice.

Fees for professional services and reimbursable expenses are not contingent on the outcome of the project, matter, or lawsuit.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on our professional judgment and the facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.



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As an adjunct to providing services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we will bill them to you as part of your monthly invoice. Examples include charges for photocopying, postage, long-distance telephone calls, travel expenses, delivery charges, computerized research, and facsimile transmissions. Outside expenses generally will be billed at cost, while some in-house expenses (e.g., copying, telecopying, and computer services) may include a reasonable allocation of overhead.

In appropriate cases, reimbursable expenses also may include overtime charges for dedicated services for secretaries and other staff. Such overtime charges will be incurred only with your advance permission. This particular type of charge is most likely to occur if we are working on a project after regular business hours at your request. As a general matter, you will not be charged for staff overtime.

It may be necessary for us to retain third parties, such as consultants, experts, investigators and court reporters, in order to represent you adequately. We will consult with you regarding recommended vendors for these services and obtain your approval for the engagement of such services. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services. The Commission ultimately will be responsible for the payment of the invoices of those third parties. We also ask that you pay such bills promptly and send us notice of your payment.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation (other than your original documents), you agree to compensate the firm for reproduction charges and professional fees required to review the files.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with the Commission. Failure of any insurer to pay all or part of the billings for any matter within thirty days of any invoice does not relieve you from the obligation to pay billings in full and in a timely manner.

Should the Commission's account become delinquent and satisfactory payment terms are not arranged, we may take steps, as permitted under the rules regulating our profession, to withdraw from the representation, cease representation, or terminate the engagement.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.



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Cooperation and Communication

To enable us to provide effective representation, the Commission agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement.

Insurance Coverage

We will only represent you, and not your insurer, on matters.

Unless we specifically agree to do so, we will not evaluate any aspect of insurance coverage, advise you with respect to such coverage, or become involved in any policy or coverage dispute. If your matter involves coverage questions, we ask that you let us know in advance so that we do not inadvertently transmit information to your insurer that might somehow affect coverage.

Termination

Our engagement is “at will” and may be terminated by either of us any time by written notice to the other party, subject to any applicable State Bar of Texas rules regarding withdrawal of attorneys.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm may terminate the engagement before the completion of its representation of you if (a) the continued representation would result in a violation of the applicable rules of professional conduct; (b) the termination can be accomplished without material adverse effect on your interests; (c) the firm has a fundamental disagreement with the objective in this engagement; (d) you substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (e) other good cause for termination exist. In the event the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities with respect to matters that we previously handled. T&H will have no continuing obligation to give advice with respect to any future legal developments that may relate to the projects.



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Confidentiality and Document Retention

T&H will treat all communications received from you during the engagement as confidential. In addition to the normal protections afforded to our clients, T&H will maintain as confidential all documents received or generated during our representation to which any confidentiality provision applies.

You will have a right of access to case-related or project-related materials prepared on your behalf. At the close of any matter, we may return relevant documents to the client, may send remaining pertinent parts of our files to a private storage facility, or may destroy certain documents. The attorney closing the file will determine, subject to the following paragraph and otherwise with the client, which portion should be returned to the client, which portion should be sent to private storage (and for how long) and which portions are to be destroyed.

You agree that we will own and retain our own business files pertaining to the engagement and that you will not have the right or ability to require us to deliver such files (or copies thereof) to you, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and lawyer's internal work product, such as drafts, notes, and internal memoranda prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of the firm or any documentation which such partner determines to be duplicative or unnecessary and in all cases without having to obtain your consent.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding any particular matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that T&H has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.



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Complaints

The State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800- 932-1900 (toll free).

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both T&H and the Commission.

We look forward to a long and mutually satisfying relationship with you and the Commission. If at any time you have a question or concern about any aspect of our representation, please feel free to contact any partner of the firm.