

**PAMELA M. LOGSDON**  
**Certified Public Accountant**

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June 16, 2010

Board of Directors  
Fort Bend Grand Parkway Toll Road Authority  
c/o Allen Boone Humphries Robinson  
Houston, Texas

Dear Sirs;

We are pleased to confirm our understanding of the services we are to provide for FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY (the Authority). We will perform certain agreed upon procedures concerning the toll road projects.

Based on information provided by the attorney for the Authority, we will perform the following services;

1. Prepare and present, for Board approval, a monthly report showing invoices submitted for Board approval.
2. Prepare and present a monthly project analysis and budget comparison, including projected cost to complete as provided by project engineers.
3. Reconcile disbursements by Fort Bend County Treasurers office to invoices approved by the Board, by project.
4. Attend regular monthly meeting of the Board.
5. Additional services as requested by the Board or the Authority's consultants. Such additional services may include, but are not limited to, comparison of expenditures with the cost summary, preparation of audit workpapers, analysis of prior years expenditures, and special reports.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention.

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**5635 Northwest Central Drive, Suite 104E**  
**Houston, Texas 77092**  
**713.934.9107 713.932.9110 Fax 713.934.9443**

**Fort Bend Grand Parkway Toll Road Authority**

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Our fees for these services will be based on the number of hours spent and the staff positions of the individuals assigned as outlined in Exhibit A. Based on the current level of activity, estimated monthly services will be approximately 12-30 hours. As the engineering and construction activity increases, we will notify the Board of the projected increase in accounting fees.

Cost for supplies, postage, mileage, copies, facsimiles, phone calls and other reasonable out-of-pocket expenses incurred in performing accounting services for the Authority will be billed at actual cost in addition to the hourly fees. The Authority agrees to pay the Accountant monthly in accordance with Exhibit A.

The terms of the Agreement shall be for a period of one [1] year from its effective date [June 16, 2010] and will be automatically renewed thereafter from year to year, pursuant to the terms and conditions of this Agreement, unless the Agreement is terminated as herein after provided or modified or replaced by written Agreement between the parties hereto.

This Agreement may be canceled by either party upon submission of thirty [30] days written notice, provided however that the Accountant shall be compensated for the work performed through the effective date of termination.

All journals and ledgers maintained by the Accountant pursuant to the Agreement shall be the property of the Authority and in the event of cancellation of this Agreement shall be returned to the Authority.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



**Acknowledged:**

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

# FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY

## EXHIBIT A

Accountant shall receive monthly compensation for services provided based on number of hours spent and the staff positions of the individuals assigned. The hourly rates listed below are reviewed and adjusted annually to reflect current levels of experience, changes in overhead costs, and other factors. The current hourly rates are as follows:

Principal/Owner	\$ 175.00
Senior Accountant	\$ 125.00
Staff Accountant	\$ 75.00
Staff - Level 2	\$ 55.00
Staff – Level 1	\$ 35.00