

## AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (Agreement) is made this 16th day of June, 2010 by and between the Fort Bend Grand Parkway Toll Road Authority (Authority) and William O. Jameson, d.b.a. WJ Interests, LLC (Consultant).

WHEREAS, the Authority desires to retain Consultant in connection with certain consulting work as is described herein; and

WHEREAS, Consultant possesses specialized skills necessary to perform these activities:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term

The term of this Agreement shall be for an initial term of twelve (12) months commencing on June 16, 2010 and continuing thereafter from month-to-month until terminated, unless terminated sooner under the provisions of Paragraph 5.

2. Services

Consultant hereby agrees to provide and perform such consulting services as requested by Authority in analysis and development of Segment D of the Grand Parkway. Consultant shall also perform other services at such times as the Authority may from time to time request in writing on an as-needed basis. In addition to the services performed by Consultant, the offices and equipment of the Consultant, including secretarial services, are included in consultant's compensation pursuant to Paragraph 4.

3. Standard of Care

Consultant shall perform Services in accordance with the standards of professional practice ordinarily exercised at the time and within the locality where Services are performed and will, in the event Services do not meet such standards, at Authority's option, (a) perform again such Services without additional compensation or, (b) extend the Term of this Agreement for a period necessary to compensate for the deficiency in Services.

4. Compensation

a. In consideration for the Services to be performed by Consultant, Authority will compensate Consultant for the Services at the following rate:

i. \$ 180.00 per hour

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The foregoing rate includes the use of Consultant's office facilities, equipment and secretarial services.

- b. Each month, Consultant will submit to the Authority a detailed accounting of all time spent on the Services no later than the 15th day of the next proceeding month following the month the Services are performed.
- c. Authority shall also reimburse Consultant for non-routine travel expenses incurred in performing Services. Travel expenses to be reimbursed will be incurred only with the prior written approval of Authority and reimbursement will be made directly to Consultant. Authority will reimburse Consultant for such other expense as necessary to the Services hereunder; provided, however, that as a condition precedent to such reimbursement, Consultant will obtain the prior written approval of Authority for such expenses on the basis of a reasonable estimate of the type and extent of expenses re-acquired.

5. Termination of Agreement

This Agreement may be terminated only as follows:

- a. Upon death of Consultant;
- b. If Consultant for any reason becomes unable to carry out all or substantially all of his duties and remains so incapacitated for a period of one (1) month or more; or
- c. Upon 30 days notice by either party without cause.

6. Published Information

Before publication of any material or release of any information to the news media concerning in any way Authority or Consultant's work for Authority, Consultant shall first discuss the matter with Authority and obtain permission to so publish or release the information.

7. Proprietary Information

Consultant recognizes that he may obtain through performance of the Services proprietary information of Authority. Consultant recognizes and agrees that all Authority's records, accounts, files, engineering data, contracts, drawings, intellectual property and other documents shall be and remain the exclusive property of Authority. Authority agrees that it shall have no ownership of or right of access to any documents or other information prepared by Consultant until such time as such documents or information have been submitted to and accepted by the Authority.

Consultant agrees that he will treat all such information as confidential and will not divulge or disclose it to any other persons, firm, or corporation, except upon Authority's written instruction. Upon termination of this Agreement or earlier notice from Authority, Consultant shall immediately deliver all Authority proprietary information in his possession to Authority and retain no copies. The provisions of this paragraph shall survive termination of this Agreement.

8. Independent Contractor Relationship

It is understood that this Agreement does not create an employer/employee or agency relationship between the parties, and Consultant agrees that he shall not represent himself to third parties as having authority to sign binding agreements with, or incur obligations to, such third parties on behalf of Authority.

Consultant assumes full responsibility for and agrees to pay all contributions and taxes payable under Federal and applicable State Social Security Acts and Income Tax laws, and further agrees to indemnify Authority from any tax, interest or penalty that Authority may be required by law to pay on account of failure to comply with Federal or State law or the rules and regulations of administrative officials or boards charged with enforcement of Federal and State Acts referred to above. Consultant also acknowledges and agrees that he is not eligible to participate in or be covered by any of Authority's insurance or benefit programs, including, but not limited to, worker's compensation, unemployment compensation, medical/dental/life/disability insurance coverage's and programs, or any other benefits or programs normally associated with employee status.

9. Governing Law

This Agreement shall be interpreted pursuant to the laws of the State of Texas.

10. Entire Agreement and Binding Effect

This Agreement contains the entire agreement between the parties relating to provision of Services and disclosure of information and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the Services to be provided herein by Consultant. There are no agreements, warranties (express or implied), liabilities (negligence or otherwise), or understanding other than those written or specified in this Agreement. This Agreement may be amended only in writing when signed by both parties. This Agreement shall be binding on the parties hereto and upon their successors, assigns executors, and administrators.

11. Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that said Agreement and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of

competent jurisdiction may so modify the objectionable provision so as to make it valid, reasonable, and enforceable.


IN WITNESS WHEREOF, Consultant and Authority have caused this Agreement to be executed by their duly authorized officers as of the date and year first above written.

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By: 

James Condrey, Chairperson

ATTEST:

  
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Melody Hess, Asst. Secretary

WJ INTERESTS, LLC

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William O. Jameson, President

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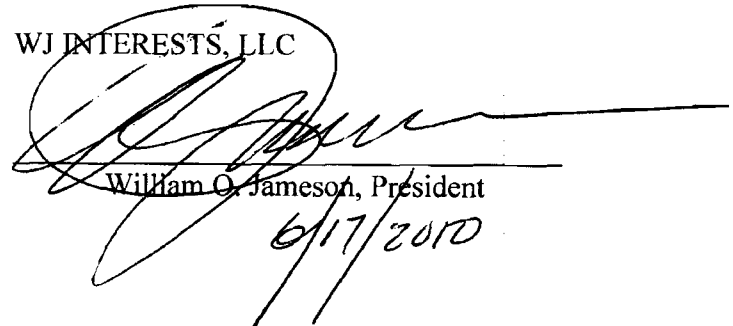
FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By: \_\_\_\_\_  
James Condrey, Chairperson

ATTEST:

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WJ INTERESTS, LLC

  
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William O. Jameson, President  
6/17/2010