



G. Kent Woodman

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February 11, 2014

**Via E-mail and Overnight Courier**

Alva I. Treviño  
General Counsel  
Metropolitan Transit Authority  
of Harris County  
1900 Main  
P.O. Box 61429  
Houston, TX 77208-1429

Board of Directors  
Fort Bend County Toll Road Authority  
P.O. Box 2789  
Sugar Land, TX 77487-9740

Re: Joint Legal Representation by Thompson Coburn LLP

Dear Ms. Treviño and Board:

Thank you for selecting Thompson Coburn LLP to provide legal representation to the Metropolitan Transit Authority of Harris County ("Houston METRO") and Fort Bend County Toll Road Authority ("FBCTRA") in connection with the transfer of the West Park Corridor railbanked right of way from Houston METRO to FBCTRA. The matter will involve representation of Houston METRO and FBCTRA before the Surface Transportation Board ("STB") and the preparation of documents for filing at the STB regarding the above-referenced transfer. This letter confirms our engagement and describes the basis on which the firm will provide legal services. We appreciate this opportunity and look forward to working with you.

**Clients:** Our clients in this matter will be Houston METRO and FBCTRA.

**Scope of Engagement:** Houston METRO and FBCTRA have retained Thompson Coburn LLP to provide legal services in connection with STB regulatory issues regarding the transfer of the West Park Corridor railbanked right of way from Houston METRO to Fort Bend County Toll Road Authority. We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

Our representation begins once Houston METRO and FBCTRA agree to the terms of engagement set forth in this letter.

**Joint Representation:**

**General.** Houston METRO and FBCTRA could be represented by separate counsel in this matter. There are, however, potential cost benefits and strategic advantages from a joint representation. Houston METRO and FBCTRA have considered the alternatives and decided to proceed with a joint representation. Houston METRO and FBCTRA are in agreement on all material issues concerning this matter so there is no current conflict in your positions.

Houston METRO and FBCTRA acknowledge and agree that, despite your current consensus on all material issues, it is possible that disagreements and other differences may arise in the future. If differences arise, which result in a conflict of interest that would materially limit our ability to provide competent and diligent representation to each of you with respect to this matter, then we may withdraw from the representation of one or both of you as necessary to resolve the conflict of interest.

Houston METRO and FBCTRA agree that if a conflict were to arise, Thompson Coburn may continue to represent either client in unrelated matters in which the firm has previously provided or will provide representation to Houston METRO or FBCTRA.

**Shared Information.** One of the necessary consequences of joint representation of multiple clients is the sharing of confidential information. Houston METRO and FBCTRA acknowledge and agree that any information concerning the other jointly represented party, advice concerning the jointly-represented parties' interests, and any other information concerning the joint representation will be treated as confidential and will not be disclosed by Thompson Coburn outside Houston METRO and FBCTRA without the consent of both jointly-represented parties or as otherwise permitted by the applicable rules of professional conduct or other law.

Houston METRO and FBCTRA also acknowledge and agree that communications or information that we receive from either of you concerning this matter may be shared with each of you as we consider appropriate. Houston METRO and FBCTRA further acknowledge and agree that in the event one of you are no longer represented by us in this matter, as the result of a conflict of interest or other cause, we may use any confidential information we have concerning this matter adversely to you or to the advantage of the client we continue to represent in any subsequent negotiation or proceeding relating to this matter.

**Withdrawal by Client.** Either of you may withdraw from the joint representation at any time for any reason by providing written notice to the firm and the other client. You acknowledge and agree, however, that: (1) you will remain responsible for your share of the firm's fees and expenses incurred to and including the date on which notice is received by the firm; (2) you will be responsible to retain and pay for separate legal

representation; and (3) we may continue to represent the other client consistent with the other provisions of this letter even if that means taking positions adverse to your interests in this matter.

**Client Responsibilities:** Houston METRO and FBCTRA agree to pay our statements for services and expenses. Your billing statement will identify the time worked, with a description of the work performed, and will include separate charges for out-of-pocket expenses (such as reasonable expenses for copying or printing documents, for express mail, and for required travel).

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due upon receipt of our statement. In the event of non-payment for our services, Thompson Coburn LLP may, subject to our ethical obligations under the circumstances, discontinue our representation.

In addition, Houston METRO and FBCTRA agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation and to provide other information reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you agree to provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

**Advice about Possible Outcomes:** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

**Termination of Engagement:** Houston METRO, FBCTRA or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct that govern attorney conduct. Houston METRO and FBCTRA will pay Thompson Coburn for all services rendered and costs or expenses incurred in connection with this engagement regardless of how the engagement terminates.

**Conclusion of Representation:** Unless terminated earlier, our engagement in this matter will terminate when we send you our final statement for services rendered.

**Retention and Disposition of Documents:** In the course of this engagement, Thompson Coburn may create various documents, including documents that may be filed with a federal agency, court or public entity, documents exchanged with other entities or parties, final documents intended to be provided to the clients, and various internal documents (such as memoranda, draft documents, email correspondence, and other documents and records intended to be used only within the firm).

When this representation terminates, Houston METRO and FBCTRA are entitled to the return of all documents that they have provided to Thompson Coburn, all documents filed or exchanged with other entities or parties, and all final documents intended to be provided to the clients. Houston METRO and FBCTRA agree that they are not entitled to other documentation that may be found in the file, including, but not limited to, drafts and copies of Thompson Coburn's internal documents because such documents are not intended to be reviewed outside the firm, because such documents may disclose information related to other clients of the firm, and because of the likely expense and time involved in identifying such documents.

Accordingly, when this representation terminates, Thompson Coburn shall return to Houston METRO and FBCTRA all documents to which each is entitled, respectively. Where an original of a document is unavailable, Thompson Coburn may provide a copy, and copies can be provided electronically in a format agreeable between Thompson Coburn and the copies' recipient. Thompson Coburn shall not destroy any document before returning either an original or copy to the party entitled to the document.

**Fees and Expenses:** Our fees are generally based upon hourly rates. Our hourly billing rates for lawyers currently range from \$375 per hour for senior associates to \$650 per hour for senior partners. These billing rates are subject to change. We anticipate that the majority of the work associated with this matter will be completed by a senior associate and junior partner.

Your billing statement will include separate charges for out-of-pocket expenses. You also agree to pay the charges for copying documents for retention in our files. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in this matter. Their fees and expenses of others generally will not be paid by us, but will be billed directly to you. Payments are due upon receipt.

**Estimates:** Although Thompson Coburn LLP attempts to manage fees and costs, we cannot commit to a maximum amount that will be necessary to conclude this matter. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that Houston METRO and FBCTRA's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.



Alva I. Treviño, Esq., Houston Metro  
Fort Bend County Toll Road Authority Board of Directors  
February 11, 2014  
Page 5 of 6

**Future Conflicts:** Our firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time we are representing you, other attorneys with our firm may also represent other present or future clients in disputes or transactions adverse to you that are unrelated to this representation. To reduce recurring conflict problems, we have adopted a policy with respect to accepting cases from clients we represent only occasionally or in a limited area of work. We will represent them under the condition that they consent in advance to our representation in other matters for other clients whose interests may conflict with them, so long as we, in our employment, do not become privy to confidential information which would be relevant in our representation of another client with adverse interests.


You agree that Thompson Coburn LLP's representation of you in this matter will not disqualify our firm from opposing you in other matters, including litigation, that are unrelated to the subject matter of this representation, and you consent to any conflict of interest with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you acquired by us as a result of our representation of you to your material disadvantage in connection with any other litigation or other matter in which we are opposed to you with the exception of information relating to this joint representation as it pertains to our continued representation of either Houston METRO or FBCTRA in this matter should a conflict develop, as discussed above.

**Post-Engagement Matters:** You are engaging Thompson Coburn LLP 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 your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Please review this letter carefully. If it meets with your approval, please sign the letter in the space provided below and return it to me so that we may begin work. Again, we greatly appreciate the opportunity to represent Houston METRO and FBCTRA on this matter. Please call me if you have any questions.

Very truly yours,

Thompson Coburn LLP

By   
G. Kent Woodman

Alva I. Treviño, Esq., Houston Metro  
Fort Bend County Toll Road Authority Board of Directors  
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Page 6 of 6

**AGREED TO AND ACCEPTED:**

Houston METRO

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fort Bend County Toll Road Authority

By:  \_\_\_\_\_

Printed: James D. Condrey

Title: President, Board of Directors

Date: 2/19/14