

**JOINT PROJECT AGREEMENT
FOR CERTAIN TOLLING COLLECTION SERVICES
FOR THE FORT BEND PARKWAY, SEGMENT B-1**

This Joint Project Agreement (this "Agreement") is made and entered into as of the 19th of February, 2014 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), a Texas Local Government Corporation, and Fort Bend County Toll Road Authority ("FBCTRA"), a Texas Local Government Corporation, (collectively, the "Parties" or individually, a "Party").

BACKGROUND

WHEREAS, FBCTRA is constructing an extension of the Fort Bend Parkway from State Highway 6 to Sienna Parkway ("Segment B-1"), which shall include one tolling location (four tolled lanes); and

WHEREAS, GPTRA has entered into certain service agreements, as specified in **Exhibit A**, (the "Service Agreements") with certain service providers (the "Service Providers") for the provision of services related to toll collection and violation enforcement as more particularly specified in each Service Agreement (the "Tolling Collection Services"); and

WHEREAS, each Party recognizes and acknowledges the economies of scale and mutual benefit of GPTRA providing the Tolling Collection Services for Segment B-1 (the "Segment B-1 Services") to FBCTRA under the Service Agreements; and

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

AGREEMENT

Section 1. Applicable Service Agreements.

(a) The Parties intend the terms of this Agreement to apply to Segment B-1 Services provided under each Service Agreement listed in **Exhibit A**, which may be amended from time to time by the written consent of the Parties.

(b) Each Service Agreement, along with any amendments to that Service Agreement, is incorporated by reference into this Agreement; provided, however, that this Agreement is not intended to modify any terms of the Service Agreement between GPTRA and the Service Provider. The purpose of this Agreement is only to allocate the revenues and costs of the Toll Collection Services as between GPTRA and FBCTRA.

Section 2. Segment B-1 Services.

(a) GPTRA shall provide Toll Collection Services for Segment B-1. GPTRA and the applicable Service Provider's personnel and subcontractors have unrestricted access to Segment B-1 for such purposes.

(b) GPTRA shall pursue on behalf and for the benefit of FBCTRA all claims related to FBCTRA or Segment B-1 against a Service Provider or any third-party pursuant to this Agreement or any applicable Service Agreement.

(c) Unless a Party's bond financing requires otherwise, for each Service Agreement, GPTRA will transfer to FBCTRA all revenue from Segment B-1 Services less the actual costs of Segment B-1 Services, where such revenue also includes any amounts recovered pursuant to Section 2(b) and such actual costs includes any amounts incurred pursuant to Section 2(b). All amounts (whether revenue, cost, or other) shall be determined as follows:

(i) All amounts directly attributable to Segment B-1 and readily identifiable as such shall be allocated in full to FBCTRA.

(ii) All amounts that are not directly attributable to Segment B-1 or easily identifiable as such shall be allocated to FBCTRA on a pro-rata basis. The pro-rata allocation will be calculated as a percentage, the numerator of which is the total estimated number of transactions on Segment B-1 and the denominator of which is total estimated number of transactions on Segment B-1 plus the total estimated number of transactions on the Grand Parkway, Segment D. Initially, the pro-rata allocation is eleven percent (11%) to FBCTRA with the remaining eighty-nine percent (89%) to GPTRA.

A. Annually, GPTRA shall recalculate the pro-rata percentage using the actual number of transactions on each applicable segment during the prior 12 months and shall provide written notice of the recalculated percentage to FBCTRA.

B. In addition, upon the completed conversion of FBCTRA's existing Parkway A and Westpark A toll collection systems to use Toll Collection Services, GPTRA shall recalculate the pro-rata percentage using a denominator that includes the prior 12 months of transactions on the converted toll ways in addition to those on Segment B-1 and Grand Parkway, Segment D. GPTRA shall provide written notice of the recalculated percentage to FBCTRA, and this modified denominator shall be used in all subsequent annual recalculations.

(d) GPTRA agrees to make timely payment to each Service Provider for Toll Collection Services under the applicable Service Agreement regardless of whether GPTRA has yet received any corresponding reimbursement from FBCTRA.

(e) The Fort Bend County Auditor, GPTRA's bookkeeper, and FBCTRA's bookkeeper are each authorized to implement this Section in any manner that each, in its professional opinion, deems appropriate and consistent with the intent of this Agreement and any applicable accounting procedures, rules, regulations, and laws.

Section 3. Term and Termination. The term of this Agreement shall expire upon the earlier of either (a) the expiration or termination of all Service Agreements or (b) the expiration or termination of all Segment B-1 Services under all Service Agreements, the date of such to be initially determined by GPTRA and then confirmed by FBCTRA. Either Party may terminate this Agreement without cause by giving written notice to the other Party at least one year before the desired termination date. Section 2(b)-(d) shall survive the termination of this Agreement.

Section 4. Liability.

(a) By this paragraph, neither Party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution or the laws of the State of Texas as a result of its execution or performance of this Agreement.

(b) Each Party agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other Party, regardless of where the individual's actions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers.

Section 5. Miscellaneous.

(a) This Agreement shall be for the sole and exclusive benefit of GPTRA and FBCTRA and shall not be construed to confer any benefit or right upon any customers, residents, or members of GPTRA or FBCTRA, or on any other party.

(b) This Agreement is not assignable by any Party except with the prior written consent of the other Party.

(c) Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

(d) This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation other than those expressly provided in this Agreement was made to or relied upon by that Party.

(e) The failure of either Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other Party, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

(f) This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

(g) In addition to any other available remedies, each Party shall have the right to injunctive relief in the event the other Party violates any term of this Agreement.

(h) This Agreement, and all claims arising from or related to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. Any litigation involving this Agreement shall be adjudicated exclusively by a state court in Fort Bend County, Texas.

(i) If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

Section 6. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices may be given by (i) first class mail, postage prepaid, (ii) overnight delivery service, or (iii) facsimile transmission to the addresses set forth herein or such other address as may be designated by a Party. Notice shall be made as follows:

If to GPTRA:

Fort Bend Grand Parkway Toll Road Authority
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Attn: Rich Muller
Fax: (713) 860-6615


If to FBCTRA:

Fort Bend County Toll Road Authority
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Rich Muller
Fax: (713) 860-6615

Section 7. Joint Representation. Both GPTRA and FBCTRA (the "ABHR Represented Parties") have requested Allen Boone Humphries Robinson LLP ("ABHR") to represent them in connection with the preparation and review of this Agreement. ABHR has discussed with the ABHR Represented Parties the advantages and disadvantages of the ABHR Represented Parties engaging independent counsel to represent the ABHR Represented Parties in connection with the preparation and review of this Agreement because of the potential conflict of interest in ABHR's representation of GPTRA and FBCTRA in this matter. ABHR has informed GPTRA and FBCTRA that it reasonably believes that its representation of one Party will not be affected by its representation of the other Party, and that ABHR is fully able and willing to represent the ABHR Represented Parties fairly and adequately in connection with this matter. With a full understanding of each Party's option to retain independent counsel to have ABHR represent it with respect to the matters described above, and the advantages and disadvantages of either choice, GPTRA and FBCTRA each requested that ABHR represent the ABHR Represented Parties with respect to the matters described above. GPTRA and FBCTRA understand that there may be complete disclosure to the ABHR Represented Parties of all information and communications that ABHR receives from the ABHR Represented Parties in the course of ABHR's representation in this matter.

EXECUTED on February 19, 2014, to be effective as of the Effective Date of this Agreement.

**FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY**

By: 
James D. Condrey
Chairman


ATTEST:

By: _____

Name: William D. Kee, III

Title: Secretary, Board of Directors

**FORT BEND COUNTY TOLL ROAD
AUTHORITY**

By: 
James D. Condrey
Chairman

ATTEST:

By: _____

Name: William D. Kee, III

Title: Secretary, Board of Directors

EXHIBIT A

Applicable Service Agreements

1. Toll System Operations and Maintenance Agreement with TransCore LP, effective December 19, 2012, as subsequently amended.
2. Violation Processing Services Agreement with Xerox State & Local Solutions, Inc., effective April 17, 2013, as subsequently amended.
3. Network Services Agreement with Comcast Business Communications, LLC ("Comcast"), effective August 5, 2013.
4. Agreement for Statewide Interoperability of Electronic Toll Collections by and among multiple parties, as of a resolution dated October 29, 2013.