

MULLER LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

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Richard@MullerLawGroup.com

Richard L. Muller, Jr.
Member

November 11, 2014

Fort Bend County Commissioners Court
301 Jackson Street
Richmond, Texas 77469

Re: Disclosure Counsel Services – Fort Bend County Senior Lien Toll Revenue Bonds, Series 2014
(the “Bonds”)

Dear Judge and Commissioners:

This letter, when accepted by you, will constitute the agreement for The Muller Law Group, PLLC (the “Firm”), and any successor in interest, to provide legal services to Fort Bend County (the “County”) related to the above-captioned Bonds.

Enclosed is a copy of our Standard Terms of Engagement for Legal Services (the “Standard Terms”), which is a separate document describing our legal relationship with you in more detail. Please review the Standard Terms document carefully and let me know if you have any questions or concerns. By signing below, you agree that you have received a copy of the Standard Terms (version 2014.1) and that the terms contained in that document are part of this engagement letter.

Scope of Engagement

1. Disclosure Counsel

As Disclosure Counsel, we will assist the County’s Office of Financial Services, together with the County’s Financial Advisor, in connection with the issuance, sale, and delivery of the Bonds. Basic Services hereunder shall include the following: consultation with and advice to County officials and staff and its Financial Advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; preparation of the preliminary and final offering documents for the Bonds; assistance in the performance of any necessary due diligence investigation, including due diligence calls or meetings, as appropriate; analysis and advice of the requirements of Rule 15c2-12 of the Securities and Exchange Commission and the basis upon which such rule is satisfied; and providing the County with a securities disclosure opinion in customary form reasonably satisfactory to the County and Disclosure Counsel. In addition to the foregoing Basic Services, as Disclosure Counsel, we are prepared to undertake Additional Services, as directed by the County.

We sincerely appreciate the opportunity to represent the County in this matter. If you have any questions related to any of the foregoing, please do not hesitate to contact me. We look forward to working with you.

Sincerely,

THE MULLER LAW GROUP, PLLC,
a Texas Professional Limited Liability Company

BY: Richard L. Muller, Jr.
Richard L. Muller, Jr., Member

Enclosure—Standard Terms of Engagement

AGREED TO AND ACCEPTED:

FORT BEND COUNTY, TEXAS

BY: Robert Hebert
Robert Hebert, County Judge

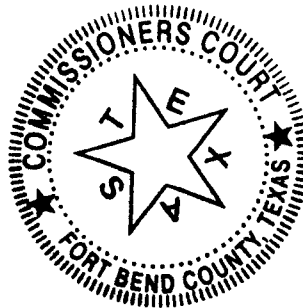
DATE: 11-18-14

Approved As To Legal Form:

Raymond J. [Signature] 11/14/2014
Asst. County Atty. Date

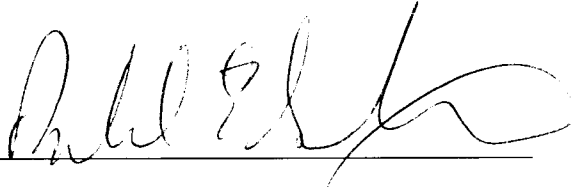
Attest:

Dianne Wilson
Dianne Wilson, County Clerk

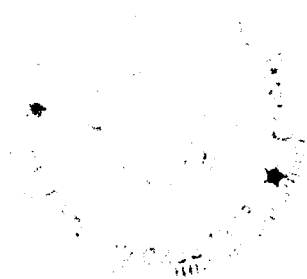


AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$ 25500.00 to accomplish and pay the obligation of Fort Bend County in the foregoing matter.



Robert Ed Sturdivant, County Auditor



Fees and Payment Terms

For the Basic Services performed for the Obligations, Disclosure Counsel will be paid a fee of \$28,500. Such fee(s) shall be paid from the proceeds of the sale of the Bonds or from other funds, as the County deems appropriate. Except as otherwise provided below, payment of the fee(s) shall be made after the issuance and delivery of the Bonds and within thirty (30) days after receipt by the County of an approved invoice therefor.

Disclosure Counsel will be pleased to provide Additional Services in connection with any matters not included in Scope of Engagement, but such additional or special services, if requested by the County, should be performed on mutually agreeable terms, to be set forth in a separate letter of engagement.

Disclosure Counsel will be reimbursed for reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long-distance telephone, telecommunications and similar expenses, deliveries, filing fees, and all items paid for by Disclosure Counsel on behalf of the County, incurred in connection with the performance of any services hereunder. All of such expenses will be reasonable, with the aggregate expenses of Disclosure Counsel not anticipated to exceed \$5,000. Nothing herein shall be construed as creating any personal liability on the part of any officer of the County, and this agreement may be terminated by the County by giving thirty (30) days' written notice.

The Disclosure Counsel fees for the services provided here are wholly contingent upon the actual sale and delivery of the Bonds.

Nothing herein shall be construed as creating any personal liability on the part of any officer of the Client, and this agreement may be terminated by the Client by giving thirty (30) days' written notice.



**STANDARD TERMS OF ENGAGEMENT
FOR LEGAL SERVICES
(VERSION 2014.1)**

This document sets forth the standard terms of our engagement as your attorneys and is intended to be part of the engagement letter that we have with you as our client. These terms will be an integral part of our agreement with you as reflected in the engagement letter and may only be modified by mutual written agreement or by thirty days advance written notice from us. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

Section 1. SERVICES

As your attorneys, we will provide legal representation and services described under the heading "Scope of Engagement" the engagement letter. You should have a clear understanding of the legal services we will provide. Any uncertainty regarding the Scope of Engagement should be clarified promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. No representations have been made by this Firm regarding the successful outcome of any matter that may be covered by this Agreement.

Customarily, each client of The Muller Law Group, PLLC (the "Firm") is served by a member (partner level) attorney contact. Subject to the supervisory role of the member attorney, your work or parts of it may be performed by other lawyers and non-lawyers in our Firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services in the most cost-efficient manner and on a timely basis.

To enable us to render effectively the legal services contemplated, you agree to disclose fully and accurately all facts and keep us informed of all developments related to our representation and engagement. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt.

Section 2. FEES

Generally, your legal matter will be billed one of two ways: (1) hourly, or (2) on a fixed fee basis. The applicable method(s) of billing is indicated in your engagement letter. For some matters, the fee may be a combination of a fixed fee and an hourly charge.

For hourly matters, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, preparing documents; telephone and office conferences with you and your representatives, consultants, opposing counsel, governmental and administrative agency officials and staff members, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to you or other parties; drafting documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with notice to reflect current levels of legal experience, changes in overhead costs, and other factors. The hourly billing rates currently in effect range from \$235 for paralegals to \$500 per hour for the most experienced members of our Firm.

For certain matters, we may quote a fixed legal fee. Any fixed fee arrangement will be expressed in the engagement letter, setting forth both the amount of the fee, or method of calculating the fixed fee and payment terms.

Clients of our Firm may be asked to deposit funds as an advance payment ("Retainer") with our Firm as a condition precedent to this Firm's representation. The Retainer, which may be paid in installments as described in the engagement letter, shall be treated as a nonrefundable deposit for the work requested to be performed, with such Retainer allowing us to set aside sufficient time and resources to accomplish the requested services. A client making a payment towards a Retainer agrees that it is earned by our Firm immediately upon payment.

Section 3. EXPENSES

Generally, we do not charge clients for in-house expenses incurred in connection with our representation. However, we do charge for our actual out-of-pocket expenses, including but not limited to filing fees, third party copy jobs, couriers and express deliveries, travel expenses, and records retrieval. The fees and expenses of third-party providers, such as governmental records departments,

title specialists or market analysts, will be the responsibility of, and billed to, the client. Further, all invoices in excess of \$500 may be forwarded to the client for direct payment

Section 4. LIMITATIONS OF REPRESENTATION

Our Firm represents only the entity(s) or person(s) named in the engagement letter as the client(s), and our representation extends only to the matters specifically listed in the engagement letter. If an entity, that is existing or to be formed during our representation, is listed as the client, it is agreed that this Firm exclusively represents the entity or entities listed as the client(s), and absent an express agreement to the contrary, our Firm's representation (and attorney-client relationship) shall not extend to any other person or entity including officers, shareholders, directors, partners, members, managers, owners, parent companies, subsidiaries, affiliates, and agents of the client.

In the event that multiple parties are represented by this Firm in this matter, all clients are hereby advised of the hazards of multi-party representation by one attorney. An attorney is required to be impartial, loyal and to exercise independent judgment with regard to the client group as a whole. The attorney may not promote the interest of any one member of a group to the disadvantage of another in the group of clients. An attorney may act as the common representative for more than one person in a common enterprise or endeavor for so long as their interests do not differ or potentially differ. If multiple parties are being represented in this matter, each party is advised of the benefit of obtaining the services of independent legal counsel to insure that each party's legal interests are best protected. Each party being represented is a client of our Firm and, as long as your interests are not in conflict, we may ethically continue to represent all parties. You have disclosed no facts that might give rise to a conflict; however, such a possibility always exists. If any conflict does arise, you have an obligation to so advise this Firm. In addition to informing this Firm of any conflict which arises between or among you, each client hereby agrees to waive any all such conflicts and agrees that there will be complete and free disclosure and exchange of all information given to this Firm in the course of this representation.

Section 5. TERM AND TERMINATION

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be renewed subject to the terms of engagement that we agree on at that time.

You may terminate your engagement with our Firm at any time and retain other counsel to represent your interests in any matter encompassed by this engagement. Likewise, this Firm may withdraw from the representation of you at any time for any reason.

If this engagement is terminated prior to the completion of services, absent a billing dispute you will pay all fees and expenses incurred up to and including the date of termination. If our fees are a fixed

fee (whether contingent or not) you will pay us a portion of that fee based on the level of progress as of the date of termination.

Section 6. CONFIDENTIALITY

We will preserve the confidentiality of information you provide us consistent with applicable law, including state laws relating to public information and open meetings and the State Bar Rules (defined below).

Although not a client of this Firm, you may specifically authorize us to communicate with and/or provide copies of documents relating to your legal matter to other persons such as financial advisors, engineers, governmental and administrative agency officials and staff members, and other consultants. You understand that this request may impair the attorney-client privilege accorded to you under state law and you agree that our Firm shall have no responsibility for such loss of the privilege based upon your request and the attendant communications and disclosures made to other persons as directed by you.

You agree that we may indicate the general nature of our representation of you and your identity as our Firm's client on any of our Firm's marketing media, material, or other informational materials regarding our Firm and our practice.

Section 7. CLIENT AND FIRM DOCUMENTS; DOCUMENT RETENTION

We will maintain any documents you furnish to us in our client file(s). At your written request, we will return your documents to you at the conclusion of our engagement (or earlier, if appropriate). It is your obligation to tell us which, if any, of the documents you furnish us that you want returned. We will assume you do not wish to have any documents returned to you unless you request to have them returned in writing. With regard to documents you do request back in writing, we will return those documents to you promptly after our receipt of payment for outstanding fees and charges. Our own files pertaining to this matter, including the work performed by our attorneys, will be retained by our Firm. Any documents retained by our Firm will be kept for a minimum of 2 years, and after such period we may choose to destroy the file in accordance with our record retention program then in effect. We accept no responsibility or liability, however, for any loss or damage caused by our failure to retain files and/or documents for any period after such closure, and we are authorized by you to destroy the files and/or documents after such time. We will not destroy documents we agree to hold in safe custody. After completion of our services, you agree that we shall be entitled to retain and use for our own purposes copies of all files and documents accumulated by us during our representation of you.

Section 8. STATE BAR OF TEXAS

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct set forth by the State Bar of Texas ("State Bar Rules"). To the extent of any non-waivable conflict between the State Bar Rules and our engagement letter and standard terms, the State Bar Rules will control. The Texas Supreme Court in conjunction with the State Bar of Texas has promulgated "The Texas Lawyer's Creed - A Mandate for Professionalism." You can read the contents of the creed online at www.txethics.org. The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. For more information you may call the State Bar of Texas at 1.800.932.1900.

Section 9. ASHTON WOODS' BILLING GUIDELINES

The Firm Engagement & Billing Guidelines established by Ashton Woods (the "Ashton Guidelines") have been attached hereto and are incorporated herein. In the event of a conflict between these Standard Terms of Engagement and The Ashton Guidelines, the Ashton Guidelines will prevail.
