



A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

May 10, 2021

Fort Bend County  
301 Jackson St.  
Richmond, TX 77469

Re: Fort Bend County – Agreement for Co-Bond Counsel Services

Dear Commissioners Court:

This letter, together with the Standard Terms of Engagement, version 2021.2, enclosed herewith, when accepted by you, will constitute the Agreement for The Muller Law Group, PLLC (the "Firm"), and any successor in interest, to serve as co-bond counsel to Fort Bend County (the "County"). We appreciate the opportunity to represent the County as co-bond counsel. Our experience has been that it is mutually beneficial to set forth the role and responsibilities of the Firm and the client.

The purpose of this Agreement is to confirm our understanding of certain services we will provide to the County in connection with its authorization, issuance and sale of bonds for the Fort Bend County Toll Road Authority ("Authority"). Specifically, we will assist the County by acting as co-bond counsel with respect to the series of bonds that the County intends to issue in 2021, secured by the County's toll road revenues (the "Bonds"). As co-bond counsel, we will provide legal services in connection with the authorization, issuance, and sale of the Bonds, including assistance with the items described in the subsection below entitled, "Co-Bond Counsel Services".

#### Co-Bond Counsel Services

- Attendance at all meetings as required or requested in connection with the planning and authorization of such issue, including consultation on federal income tax matters;
- Review of the official statement prepared by the County's underwriters, financial advisors, co-bond counsel, or securities counsel in connection with the sale of the Bonds, but only for the limited purposes described therein;
- Preparation of the order authorizing issuance of the Bonds, together with all other legal documents comprising the transcripts of proceedings for authorization and issuance of the Bonds;
- Preparation of and submission to the Attorney General of Texas as a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration of the Bonds by the Comptroller of Public Accounts of Texas;
- Preparation and filing of legal documents required under federal income tax law for the Bonds, and the preparation of and delivery to the County of a Letter of Instructions with respect to the federal income tax treatment of bond proposals;
- Supervision of the printing of the Bonds and their delivery to the initial purchaser;
- If appropriate, the delivery of closing of our approving opinion as to the validity of the Bonds under Texas law and the exclusion of interest on the Bonds from gross income of the holders under federal income tax law.

It is our understanding that the County will employ a recognized investment banking firm to serve as a financial advisor to the County and that said firm will be responsible for advising the County concerning the sale of the Bonds and will assist the County in the preparation of an Official Notice of Sale and an Official Statement (collectively, the "Offering Documents") in connection with the sale of the Bonds.

In our capacity as co-bond counsel, we will review those portions of the Offering Documents which describe the County's legal County for issuance of the Bonds to determine whether such description conforms to and fairly summarizes relevant provisions of Texas law with regard to the sale of the Bonds. We will also review those portions of the Offering Documents describing the resolution of the Commissioner and Authority's Board authorizing the Bonds to determine whether such description fairly summarizes the provisions of said resolution. In addition, if requested, we will review such other portions of the Offering Documents as described matters of law and legal relationships of the County and Authority about which we have knowledge. We will not, however, undertake to independently verify any of the factual information contained in the Offering Documents, nor will we conduct any investigations of the affairs of the County or Authority for the purpose of passing on the accuracy or completeness of the Offering Documents. Since our role in connection with the Offering Documents will be of an advisory rather than an investigatory nature, said documents will contain a statement describing our services as outlined above and stating that our limited participation may not be relied upon as an assumption of responsibility for, or an express of opinion of any kind with regard to, the accuracy or completeness of the information contained therein.

Our services will be limited to those specifically set forth herein and, for example, will not include other services, including, but not limited to, any financial advice or analysis or data or mathematical verification, matters related to the mode or manner or dissemination of the Official Statement, the accuracy of any printing or posing of the Official Statement, registration of qualification of the Bond under federal or state securities laws, derivative products, or regulatory matters (such as compliance with FINRA or MSRB rules), and will not include representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds or any related matter.

Unless specifically requested by the County pursuant to terms and conditions to be set forth in a separate engagement letter, we will not be responsible for advising the County concerning the provisions of the various securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934, and the securities laws of the various states in which the Bonds may be sold.

The services outlined above do not include services as disclosure counsel in connection with this issue, work on post-closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs numbered 1 through 7 above, but we believe that such additional services, if requested by the County, should be performed on mutually agreeable terms, to be set forth in a separate letter of engagements.

### **Cooperation**

To enable us to render effectively the legal services contemplated, the County and Authority has agreed to disclose fully and accurately all facts and keep us informed of all developments relating to our representation. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for the County or Authority's representatives to attend meetings in connection with the matter, we will attempt to schedule them so that the convenience of those representatives can be served.

### Fees and Billing

For our services as co-bond counsel in connection with the authorization, issuance and sale of the Bonds, our fee will be a lump sum of \$90,000. The fee shall be paid from bond proceeds, and contingent on delivery of the bonds. If no bonds are issued, no fee will be expected.

### Limitation of Rights to Parties

Nothing in this agreement or in any of the documents contemplated hereby, expressed, or implied, is intended or shall be construed to give any person other than the County and the Firm any legal or equitable right or claim under or in respect of this agreement, and this agreement shall inure to the sole and exclusive benefit of the County and the Firm.

### Counterparts

This agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

We are pleased to have this opportunity to be of service and to work with you. If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing and returning the enclosed copy of this letter in the space provided below.

Very truly yours,

**THE MULLER LAW GROUP, PLLC,**  
a Texas professional limited liability company

By: Richard Muller  
Richard Muller, Member

Enclosures: Standard Terms of Engagement Version 2021.2

APPROVED and ACCEPTED:

**FORT BEND COUNTY**

By: K.P. George  
K.P. George, County Judge  
County Judge KP George

Date: 6.1.2021