

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Fort Bend County, Texas, convened at a regular meeting of such Court at the Fort Bend County Courthouse in the City of Richmond, Texas, on April 22, 2025, and the roll was called of the duly constituted members of such Commissioners Court, to-wit:

KP George	County Judge
Vincent Morales	Commissioner, Precinct No. 1
Grady Prestage	Commissioner, Precinct No. 2
Andy Meyers	Commissioner, Precinct No. 3
Dexter L. McCoy	Commissioner, Precinct No. 4

and all of such persons were present, except, _____ thus constituting quorum, when among other business, the following was transacted:

ORDER AUTHORIZING PUBLICATION OF NOTICE OF INTENTION RELATING TO ISSUANCE OF SENIOR LIEN TOLL ROAD REVENUE AND REFUNDING BONDS, SERIES 2025; AUTHORIZING PROCEEDINGS RELATING THERETO AND AUTHORIZING THE PREPARATION OF ALL FINANCING AND OFFERING DOCUMENTS; APPROVING THE ENGAGEMENT OF PROFESSIONALS; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENTAL THERETO

Commissioner Prestage introduced the order and made a motion that the same be adopted. Commissioner Morales seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge KP George	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Vincent Morales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Grady Prestage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Andy Meyers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Dexter L. McCoy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**ORDER AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
RELATING TO ISSUANCE OF SENIOR LIEN TOLL ROAD REVENUE
AND REFUNDING BONDS, SERIES 2025; AUTHORIZING
PROCEEDINGS RELATING THERETO AND AUTHORIZING THE
PREPARATION OF ALL FINANCING AND OFFERING DOCUMENTS;
APPROVING THE ENGAGEMENT OF PROFESSIONALS; AND
MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND
MATTERS INCIDENTAL THERETO**

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "County"), deems it advisable to issue senior lien toll road revenue bonds of the County in accordance with applicable Texas law including the notice of intention approved herein;

WHEREAS, pursuant to Section 284.037, Texas Transportation Code, the issuance of bonds payable solely from revenues may be authorized without an election, however a notice of intention to issue the revenue bonds must be given as provided by Section 252.041, Texas Local Government Code, as amended ("Section 252.041");

WHEREAS, pursuant to Section 252.041, the notice of intention to issue revenue bonds must be published at least once a week for two consecutive weeks in a newspaper published in the County, first publication must be before the 14th day before the date set for the sale of the proposed bonds, and the notice must include a statement of: (1) the governing body's intention; (2) the maximum amount of the proposed bonds; (3) the rate of interest the bonds will bear; and (4) the maximum maturity date of the bonds;

WHEREAS, the County intends to publish its Notice of Intention to Issue Revenue Bonds pursuant to Section 252.041, substantially in the form attached hereto as Exhibit A, on or about April 28, 2025 and on or about May 5, 2025, with consideration of the bond order at the May 13, 2025 Commissioners Court meeting;

WHEREAS, the County, acting through its Commissioners Court (the "Commissioners Court"), has previously issued certain of its Senior Lien Toll Road Revenue Bonds, Series 2014 and Senior Lien Toll Road Revenue Bonds, Series 2016 (the "Refunded Bonds") to finance certain toll road projects for the County;

WHEREAS, the Commissioners Court has determined that it is in the best interests of the County to refund and defease all or a portion of the Refunded Bonds for debt service savings for the County;

WHEREAS, the Commissioners Court now proposes to issue Fort Bend County, Texas Senior Lien Toll Road Revenue and Refunding Bonds, Series 2025 (the "Bonds") pursuant to the provisions of Chapter 284, Texas Transportation Code, as amended, Chapter 1207, Texas Government Code, as amended and 1371, Texas Government Code, as amended;

WHEREAS, to proceed with the issuance of the Bonds, the County hereby acknowledges and affirms that (i) such legal services require specialized expertise and experience in municipal finance, federal tax law and federal and state securities laws and therefore cannot be adequately

performed by the attorneys and supporting personnel of the County, (ii) such legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency because the County will not be obligated to pay any legal fees until the successful closing of the contemplated transaction and (iii) entering into a contingent fee contract for legal services is in the best interest of the residents of the County because Bond Counsel (defined herein) will only be paid in the event that the contemplated transaction is completed and the Bonds successfully issued and delivered; and

WHEREAS, the Commissioners Court further wishes to approve (1) the preparation of all financing, authorizing and offering documents, as required or appropriate, to be used in the public offering of the Bonds, and (2) the engagement of Bond Counsel and the underwriting syndicate, all in connection with the issuance and sale of the Bonds.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

ARTICLE I

AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE REVENUE AND REFUNDING BONDS

Section 1.1: The findings, definitions and recitations set out in the preamble to this Order are found to be true and correct and are hereby adopted by Commissioners Court and made a part hereof for all purposes.

Section 1.2: The County Clerk is hereby authorized and directed to cause to be published and posted in the manner required by law and in substantially the form attached hereto as Exhibit A, notice of the County's intention to issue the Bonds (the "Notice").

Section 1.3: The Notice shall be published once a week for two (2) consecutive weeks in a newspaper published in the County, the date of the first publication to be before the 14th day before the date tentatively set in the Notice for the passage of the Order authorizing the issuance of the Bonds.

ARTICLE II

AUTHORIZING PREPARATION OF FINANCING DOCUMENTS AND OFFERING DOCUMENTS

Section 2.1: The Commissioners Court hereby authorizes the preparation of all necessary agreements, certificates, instruments and other documents, including without limitation, authorizing orders, resolutions, and a preliminary official statement, together with all ancillary financing and offering documents that may be necessary or desirable for the issuance and sale of bonds in an aggregate principal amount not to exceed Three Hundred Million Dollars (\$300,000,000). The Commissioners Court reserves the right to amend such amounts in the order authorizing such Bonds.

ARTICLE III

ENGAGEMENT OF PROFESSIONALS

Section 3.1: Engagement of Professionals. The Commissioners Court hereby ratifies the approval of the engagement of (1) Bracewell LLP as Bond Counsel (“Bond Counsel”). The County hereby waives all conflicts of interest it may have to legal representation by this firm under the terms to be set out by the Fort Bend County Attorney. The County Judge is hereby authorized to enter into letter agreements with Bond Counsel in substantially the form attached hereto as Exhibit B. The prior engagement of Post Oak Municipal Advisors LLC and TKG & Associates LLC, as Co-Financial Advisors to the County in connection with the Bonds, is hereby recognized and confirmed.

Section 3.2: Approval of Underwriting Syndicate. The Court hereby approves the engagement of the underwriting syndicate in connection with the sale of the Bonds, as set forth in Exhibit C.

ARTICLE IV

MISCELLANEOUS

Section 4.1: Authorization of Other Matters Relating Thereto. The County Judge, the County Clerk, County Auditor or any one or more of such officials of the County (the “Officials”) are hereby authorized and directed by the Commissioners Court to do and perform all acts and things and to execute, acknowledge and deliver in the name, under the seal and on behalf of the County, all certificates, financing statements, instruments and other documents, whether or not herein mentioned, as are necessary or desirable to carry out the terms and provisions of this Order.

The Officials and such other officials and employees of the County as may be designated by the Officials are authorized to incur reasonable and necessary expenses in connection with the sale and delivery of the Bonds (and all other matters described herein), and for presentations to rating agencies, bond insurance companies, any other credit providers and prospective purchasers of the Bonds. Necessary travel of the Officials and such other officials and employees of the County is hereby affirmed and approved. The expenditure of a portion of the proceeds of the Bonds for travel expenditures of the aforementioned is hereby affirmed and approved. All such persons shall be entitled to reimbursement by the County, as appropriate, of such expenses after review and approval thereof by the Commissioners Court and the County Auditor as to reasonableness and necessity.

Section 4.2: Further Proceedings. The Officials are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order and any other related documents. During the term of the Bonds, the Officials are further authorized to act on behalf of the County in exercising any and all rights and options provided to the County and performing all obligations of the County pursuant to the terms of the Bonds.

Section 4.3: Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 4.4: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.


Section 4.5: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4.6: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

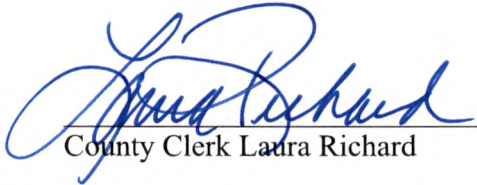
[Signature Page Follows]

PASSED AND ADOPTED this 22 day of April, 2025.

FORT BEND COUNTY, TEXAS


County Judge KP George

ATTEST:


County Clerk Laura Richard



Attachments:

- Exhibit A Notice of Intention to Issue Revenue and Refunding Bonds
- Exhibit B Bond Counsel Professional Services Agreement
- Exhibit C Underwriting Syndicate

EXHIBIT A

NOTICE OF INTENTION TO ISSUE REVENUE AND REFUNDING BONDS

TAKE NOTICE that the Commissioners Court of Fort Bend County, Texas (the "County") will convene in a meeting at its regular meeting place at the Fort Bend County Courthouse located at 401 Jackson Street, Richmond, Texas 77469, on or about Tuesday, May 13, 2025 at 1:00 p.m. At such meeting, or at one or more subsequent meetings of Commissioners Court within the next 12 months, such Commissioners Court will consider the passage of one or more orders or resolutions authorizing the issuance of one or more series of new money and refunding toll road revenue bonds (the "Bonds"). Any such meeting will be open to the public as required by law. Additionally, the public may access any such meeting through the following link: <https://www.fortbendcountytexas.gov/government/governing-body/commissioners-court/commissioners-court-online>.

COMMISSIONERS COURT HEREBY NOTIFIES THE PUBLIC: (a) of its intent to issue or incur the Bonds to (i) finance the design, construction, equipment and other miscellaneous costs, including right-of-way costs and environmental and engineering costs, for Project segments of the Fort Bend Parkway and the Westpark Tollway; (ii) refund and defease all or a portion of the County's Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 and/or Senior Lien Toll Road Revenue Bonds, Series 2016 (the "Refunded Bonds"); (iii) purchase a debt service reserve fund surety policy (if necessary); and (iv) pay certain costs of issuance for the Bonds; (b) that the Bonds may be issued in a maximum principal amount not to exceed \$300,000,000 in the aggregate for one or more series of the Bonds; (c) that the Bonds may bear interest at any rate, provided that the true interest cost on the Bonds may not exceed 6.00%, which is less than the maximum net effective interest rate provided by Chapter 1204, Texas Government Code; and (d) that the Bonds shall have a maximum maturity date on or before the 40th anniversary of their date. A copy of the County's capital improvement plan for the toll road system is included in its HB 803 report, which may be accessed at this link: <https://www.fbctra.com/about/financial/>.

THE BONDS WILL BE PAYABLE SOLELY FROM THE TRUST ESTATE ESTABLISHED IN THE INDENTURE, INCLUDING THE REVENUES OF THE COUNTY'S TOLL ROAD SYSTEM. THE OWNERS OF THE BONDS SHALL NOT HAVE THE RIGHT TO DEMAND REPAYMENT FROM AD VALOREM TAXES.

This notice is given under and pursuant to the provisions of Section 284.037, Texas Transportation Code.

Signed: KP George, County Judge of the County

EXHIBIT B

BOND COUNSEL PROFESSIONAL SERVICES AGREEMENT

BRACEWELL

April 22, 2025

Fort Bend County
c/o Fort Bend County Toll Road Authority
301 Jackson Street
Richmond, Texas 77469

Re: Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds, Series 2025 (the "Bonds") and related matters pertaining to Fort Bend County, Texas (the "County") and the Fort Bend County Toll Road Authority (the "System")

Dear Ladies and Gentlemen:

We are pleased to submit to you this amended and restated engagement letter (this "Engagement Letter") to serve as Bond Counsel ("Bond Counsel" or "Bracewell") with respect to the captioned Bonds. When approved by you, this Engagement Letter, including Exhibit A attached hereto, will become effective and will evidence an agreement between the County and Bond Counsel, as further described herein.

BOND COUNSEL SERVICES

Our services as Bond Counsel include all of the following services, which include prior structuring and legal services necessary and related to the issuance of the Bonds (collectively, "Bond Counsel Services"):

- (1) Preparing all necessary legal documents, agreements, escrow agreements, pricing certificates, consents, receipts and notices to be acted upon and executed in connection with the authorization of the Bonds or any refunding or defeasance of outstanding bonds, including preparing, structuring, reviewing and/or revising the master indenture and any supplemental indenture, order, all certificates and documents relating to any indenture amendments and such other matters relating to authorizing and issuing the Bonds and refunding the refunded obligations, and other related matters for the County;
- (2) Reviewing and analyzing all collateral transaction documents prepared by a purchaser, underwriter or holder of the Bonds or the bonds being refunded or exchanged with the Bonds;
- (3) Review and assist with any legal issues raised by the Office of Attorney General in respect to the master indenture, supplemental indenture, policies relating to the

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Partner

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IM-#10667156.3

system, or other matters relating to the issuance of bonds and the approval thereof by such office; review and prepare amendments to transaction documents; and

- (4) Assist with the preparation of any voluntary disclosure filings relating to the County or the toll road system pertaining to the administration of the System.
- (5) Providing the required legal analysis and related memoranda relating to covenants contained in the master indenture and supplemental indentures authorizing outstanding debt and related credit enhancement agreements; legal analysis relating to legal structure and other matters pertaining to prior debt, additional System debt, and credit enhancements, including bond insurance and surety policies, legal analysis relating to certain System agreements in respect to the master indenture, state law and federal tax law;
- (6) Reviewing those sections of the offering documents that pertain to the description and security of the Bonds and the County documents related to this financing, and matters related to federal tax exemption and our opinion(s);
- (7) Assisting in any required meetings with appropriate officials of the County or toll road authority, the underwriters or purchasers, rating agencies, credit enhancers, bond insurers, consultants to the County, the County's financial advisor(s), special disclosure counsel and other counsel, including disclosure issues specific to toll roads;
- (8) Issuing our opinion as Bond Counsel as to matters of state law authorization and federal tax exemption; conducting due diligence in respect to the projects financed or refinanced by the Bonds; preparing notice of TEFRA hearing and conducting same, if necessary;
- (9) Obtaining, to the extent required, the approving opinion of the Attorney General of the State of Texas, including preparation of various correspondence and memoranda relating to such approval; and
- (10) Providing assistance as requested by you or the System as to state law, federal tax law, disclosure, or related transactional services, including review and analysis relating to the purpose of structuring the Bonds or structure thereof.

BOND COUNSEL FEES

Bond Counsel will be paid a fixed fee pursuant to Schedule I rendered in respect to each series Bonds issued and delivered. Payment of our fees shall be made concurrently with the closing of the Bonds.

EXPENSES

Subject to (a) County Commissioners Court approval of the Bonds and (b) the Section "Limitation of County's Duties" below, in addition to Bond Counsel Fees, Bond Counsel will be reimbursed for their reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, deliveries, filing fees, and all items paid for by Bond Counsel on behalf of the County, incurred in connection with the performance of all services hereunder ("Other Expenses"). A \$2,500 charge will be included in Other Expenses for transcript preparation the Bonds. All Other Expenses will be reasonable and subject to approval of the County Commissioners Court, provided, however, that aggregate maximum reimbursable Other Expenses, including the costs of transcript preparation, shall not exceed \$15,000, plus, if paid by Bond Counsel on behalf of the County, an Attorney General of Texas transcript fee in the amount of \$9,500 per series of the Bonds.

Conflicts of Interest

Bracewell is a general service law firm that has represented, now represents, and will continue to represent clients in a broad range of industries and in a wide variety of matters. Because of the nature of our practice, we may be asked to represent other clients whose interests are adverse to Client's. Under the applicable rules of professional responsibility, such adverse representations may give rise to conflicts of interest. We recognize that we shall be disqualified from representing any other client with interests materially and directly adverse to Client's: (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability the confidential information you furnished to us could be used to your disadvantage (unless we are able to protect the confidential information by erecting an ethical wall). You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with Client in litigation, business transactions, or other legal matters.

We understand and agree that this is not an exclusive agreement, and Client is free to retain any other counsel of Client's choosing. Although Client may revoke this consent as to future matters at any time, such revocation will not affect any matters undertaken by Bracewell in reliance on this consent and prior to receipt of notice of the revocation.

Alternative Dispute Resolution and Arbitration of Disputes

Bracewell and Client agree that any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and fees, scope and nature of services, and breach of any duty or obligation hereunder, shall be resolved, if possible, by non-binding mediation conducted by a mutually acceptable mediator in Harris County or Fort Bend County. The mediation process may be initiated by a written request with a list of acceptable mediators, with preference given to neutral former state or federal judges.

Bracewell and Client also agree that in the event that mediation is not successful, any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and fees, scope and nature of services, and breach of any duty or obligation hereunder, shall be conducted according to the

April 22, 2025

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Federal Arbitration Act and, to the extent not inconsistent, under the "2018 Rules for Non-Administered Arbitration" adopted by the International Institute for Conflict Prevention & Resolution (www.cpradr.org).

The arbitration will be conducted by three arbitrators, with preference given to neutral former state or federal judges. Venue and choice of law of the arbitration shall be in Harris County or Fort Bend County. Bracewell and Client agree and recognize that the arbitration process includes, among other things, a waiver of the right to a jury trial, waiver of the right to an appeal, waiver of the right to broad discovery under the Federal Rules of Civil Procedure, and will involve upfront costs and expenses.

Independent Review

Client is encouraged to discuss the Terms of Engagement and this Engagement Letter with in-house or separate independent counsel of your choice. If you have any questions about this Engagement Letter, or the Terms of Engagement, or any aspect of the engagement or representation, please contact me as soon as possible. If this Engagement Letter and the Terms of Engagement accurately reflect our agreement, please sign this Engagement Letter below and return it to me at your earliest convenience.

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell LLP

By:

Name:  Barron F. Wallace, Partner

April 22, 2025
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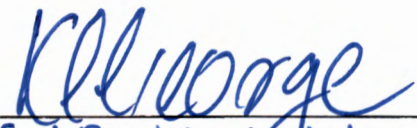
Attachments

AGREED AND ACCEPTED:
Fort Bend County, Texas

By:

Its:

Date:


Fort Bend County Judge
April 24, 2025

SCHEDULE I

Fort Bend County Toll Road Authority Bond Counsel Fee Schedule

New Money Bonds

Proceeds Amount	Fee
First \$50 million	\$70,000 plus \$1.00 per \$1,000 in proceeds, with a maximum of \$120,000
\$50,000,001 to \$200,000,000	\$120,000 plus \$0.75 per \$1,000 in proceeds in excess of \$50 million, with a maximum of \$232,500
\$200,000,000 to \$300,000,000	\$232,500 plus \$0.20 per \$1,000 in proceeds in excess of \$200 million.

*For transactions with proceeds in excess of \$300 million, fees will be agreed upon by the County and our firm in advance.

II. Refunding Bonds

Fees for refunding transactions will be based on the new money schedule plus 15%.

III. Combination New Money and Refunding Bonds

Fees for combination new money and refunding transactions will be based on the new money schedule plus 7.5%.

IV. Other

The fee schedule above assumes the issuance of fixed rate tax exempt bonds. The fees for other types of transactions, such as variable rate bonds with third party credit or liquidity enhancement, tax credit bonds (e.g. build America bonds) or other services will be agreed upon by the County and our firm in advance.

EXHIBIT A

BRACEWELL LLP TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell ") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

We have performed a conflicts check on the names you provided to Bracewell. Based on a check of these names, and under the applicable standards in the governing rules of professional conduct, we believe Bracewell is free to undertake the Matter. If we identify a conflict after work on this Matter has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Matters Involving e-Discovery

Many matters require the handling or production of electronically stored information ("ESI"). In litigation, the rules of civil procedure in federal court, as well as in many other jurisdictions, address the gathering and production of ESI ("e-Discovery"). Failure to comply with the rules governing e-Discovery can subject Client and the Firm to possible discovery sanctions. The Firm has developed an e-Practice Department (the "e-Department") to assist the Firm's clients in litigation matters that involve e-Discovery issues. The e-Department head, a lawyer who specializes in e-Discovery matters ("e-Practice Counsel"), and the e-Practice Project Managers will assist Client in handling e-Discovery projects that may arise in connection with the Firm's representation of Client.

The Firm has identified a number of preferred e-Discovery providers that it can recommend to Client ("Outside Vendors"). Client will make the ultimate decision on which Outside Vendor to retain on a matter. Client will contract directly with and will be invoiced by the Outside Vendor for e-Discovery services. In most cases, the Outside Vendor will handle the collection, processing, hosting, and production of Client's ESI. The Firm's e-Department professionals will serve as a liaison between Client, the Outside Vendor and the Firm's attorneys throughout the process, and the Firm will bill the Client for that time. Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Certain matters involving less than 5GB of ESI can be handled by the Firm internally, rather than by an Outside Vendor. In such matters, and upon prior agreement between Client and the Firm, an Outside Vendor will collect the Client's ESI and deliver to the Firm for processing, hosting, review and production. Client will contract directly with the provider for the collection of the ESI. The Firm will

charge the client from \$150 to \$250 per GB for processing, depending on the format of the data, and from \$20 to \$40 per GB per month for hosting/storage, depending on the volume of the data.

It is anticipated that the Firm's e-Department professionals will assist Client in both e-Discovery matters handled by Outside Vendors and those handled by the Firm internally. The Firm will bill Client for the time of these professionals.

The hourly rate of the Firm's e-Practice Counsel is \$450 per hour. The range of hourly rates for the Firm's e-Practice Project Managers is \$225 - \$300 per hour. The hourly billing rates of the Firm's e-Department professionals are set, reviewed and adjusted by Bracewell on an annual basis and will appear on the periodic invoice provided for this engagement.

Interest on Past Due Accounts

If Client fails to pay any invoice when due, the past due amount shall accrue interest at the rate of six percent (6%) per annum, beginning on the date due until paid in full. Such interest shall be calculated based upon a year of 365/366 days (as applicable) for the actual number of days the invoice has been outstanding beyond the due date, and shall be compounded monthly. Such interest shall be payable upon demand and will be invoiced separately. The total interest due on past due invoices is available upon inquiry.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.legalethictexas.com) will govern all issues of legal ethics and professionalism.

Pursuant to Texas Government Code section 81.079, we are required to provide you with notice of the existence of the State Bar of Texas grievance process. That information can be found here:
[https://www.texasbar.com/AM/Template.cfm?Section=Grievance and Ethics Information1&Template=/CM/ContentDisplay.cfm&ContentID=23454](https://www.texasbar.com/AM/Template.cfm?Section=Grievance%20and%20Ethics%20Information1&Template=/CM/ContentDisplay.cfm&ContentID=23454) (English)
[www.texasbar.com/AM/Template.cfm?Section=File a Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23636](https://www.texasbar.com/AM/Template.cfm?Section=File%20a%20Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23636) (Spanish).

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.

EXHIBIT C

UNDERWRITING SYNDICATE

Cabrera Capital Markets LLC	Senior Manager
Bank of America Merrill Lynch	Co-Manager
Blaylock Van, LLC	Co-Manager
Mesirow Financial Inc.	Co-Manager
Piper Sandler & Co.	Co-Manager
RBC Capital Markets LLC	Co-Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby specify that the attached and foregoing is a true and correct copy of an order entitled:

ORDER AUTHORIZING PUBLICATION OF NOTICE OF INTENTION RELATING TO ISSUANCE OF SENIOR LIEN TOLL ROAD REVENUE AND REFUNDING BONDS, SERIES 2025; AUTHORIZING PROCEEDINGS RELATING THERETO AND AUTHORIZING THE PREPARATION OF ALL FINANCING AND OFFERING DOCUMENTS; APPROVING THE ENGAGEMENT OF PROFESSIONALS; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENTAL THERETO

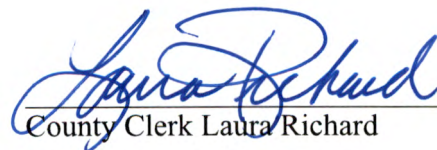
adopted by such Commissioners Court at a regular meeting, open to the public, held on April 22, 2025, together with an excerpt from the minutes of such meeting showing the adoption thereof, as same appears of record in the official minutes of such Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court of Fort Bend County, Texas, at which the foregoing order was adopted, was posted on a bulletin board located at a place convenient to the public in the Fort Bend County Administration Building and readily accessible to the general public at the earliest possible time, pursuant to Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SUCH COURT, this April 22, 2025.

LAURA RICHARD, County Clerk and Ex Officio Clerk of the Commissioners Court of Fort Bend County, Texas




County Clerk Laura Richard