

BRACEWELL

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Chad P. Ennis
Senior Counsel

+1.512.494.3622 Office
+1.800.404.3970 Fax

Chad.Ennis@bracewelllaw.com

Bracewell LLP
111 Congress Avenue
Suite 2300
Austin, Texas
78701-4061

August 1, 2016

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street, Suite 101
Georgetown, TX 78726

Re: Engagement Letter – Williamson County, Bone Cave Harvestman ESA
Listing

Dear Judge Gattis:

Thank you for engaging us to represent Williamson County ("Client") in connection with the matter described below. We appreciate the confidence you have shown in Bracewell LLP ("Bracewell" or "Firm") and look forward to this opportunity to represent your interests. This relates to the existing representation of Williamson County by the Texas Public Policy Foundation's (Foundation) Center for the American Future. With your approval and execution of this Engagement Letter, Bracewell joins the Foundation as co-counsel.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

Bracewell will represent Client in connection with the lawsuit to delist the Bone Cave Harvestman from the Endangered Species Act. This letter, and Bracewell's Standard Terms of Engagement, govern all projects and engagements for Client.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

BRACEWELL

August 1, 2016

Page 2

Fees, Expenses and Billing

Bracewell has agreed to waive all fees for attorney or other Bracewell professional time incurred in connection with this engagement. However, per your agreement with the Texas Public Policy Foundation (“the Foundation”), the Foundation will be responsible for expenses incurred by the Firm on your behalf. Bracewell will not be responsible for any costs incurred pursuant to this representation.

An invoice identifying work performed on Client's behalf and any expenses that may be due will be submitted to the Foundation on a periodic basis, generally monthly. I will be happy to provide current professional billing rates if required to determine the value of the time spent by Firm professionals working on this engagement on your behalf.

Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that Bracewell relies upon the Texas Disciplinary Rules of Professional Conduct. Bracewell may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location that is acceptable to client and Bracewell. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding. In the event that mediation is not successful, the parties agree to resolve their dispute by arbitration conducted according to the rules of the American Arbitration Association for non-administered proceedings or an authorized fee arbitration program.

Joint Representation

Bracewell and the Foundation will also continue to represent John Yearwood in this matter. As we have discussed, each of you could choose to be represented by separate counsel in this matter. You have advised us that, due to cost considerations and possible strategic advantages, you prefer that the firm represent you jointly. We have discussed, and you understand, the possible risks of joint representation, including our ability to zealously represent both of you, our ability to negotiate effectively on behalf of each of you, the limitation on our ability to represent one of you in a dispute against the other, the possible loss of attorney client privileges, the possible effect on your willingness to disclose confidences to us that may be shared within the client group. You are aware that, in agreeing

August 1, 2016

Page 3

to represent you jointly, we are relying on your representation that your interests are aligned and you agree on all material issues concerning this matter.

You acknowledge and agree that, in spite of your current agreement on all material issues, you each have other interests that could give rise to a conflict of interest among the members of the client group. You further agree that, in the event a conflict of interest arises, we may withdraw from the representation of one or more of you, in order to resolve the conflict. You agree that, in the event of our withdrawal from one or more of you, we may continue to represent other members of the client group, even if, as a result of such withdrawal, we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter. You agree that you will not use our representation of any of you in this engagement, or any conflict arising from the joint representation in this engagement, as the basis for a claim to disqualify us as counsel to other members of the group.

As we have discussed, one of the necessary consequences of this joint representation is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between the firm and any or all of you relating to this matter will be treated as confidential and will not be disclosed outside the client group without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that whatever relevant or material communications or information we receive concerning this matter, including communications from any one of you, will be shared with each of you as we consider appropriate. You further acknowledge and agree that in the event a dispute arises between or among one or more of you, and you are no longer represented by us in this matter, we may nevertheless use confidential information we have concerning this matter to the advantage of those we continue to represent in any subsequent proceeding or negotiation relating to this matter.

Any of you may withdraw from the joint representation at any time for any reason, upon written notice to the firm and each other client. You acknowledge and agree that you (1) will remain responsible for your share of the firm's fees and expenses incurred to the date that notice of withdrawal is received by the firm; (2) you will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent the others in the client group, consistent with the other provisions of this letter, even if we take positions adverse to your interests in any subsequent proceeding or negotiation relating to this matter.

Conclusion

You are encouraged to discuss the terms of this engagement letter with your in-house counsel and independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

BRACEWELL

August 1, 2016

Page 4

If this Engagement Letter and the Terms of Engagement are acceptable, please sign the enclosed copy and return it to me.

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

Attachments

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Its: _____

Date: _____

APPROVED:

Judge Dan Gattis

Very truly yours,

Bracewell LLP



Chad P. Ennis
Senior Counsel