

ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

Specialized Public Finance, Inc. ("SPFI" or "Municipal Advisor") has been engaged to serve as the Municipal Advisor to the Pearson Place Road and Improvement District ("Issuer"). This document is our written engagement and sets forth the duties and responsibilities of the Municipal Advisor in connection with the issuance of Series 2016 Unlimited Tax Bonds or similar instruments by the Issuer.

Section 1: Municipal Advisor Role. The Municipal Advisor is engaged as a recognized independent expert whose primary responsibility is to give objective advice on the structure and issuance of municipal securities. In our capacity as Municipal Advisor to the Issuer, we will provide the following services: (1) Evaluate alternatives and options related to the Issuer's objective of financing the cost of road improvements within Williamson County, Texas; (2) Prepare preliminary financing schedules for review and consideration by the Issuer; (3) Provide advice on the suitability of the proposed issuance of municipal securities relative to the financial resources of the Issuer; (4) Work with Bond Counsel and the Issuer to prepare the offering documents necessary for the sale of municipal securities; and (5) Provide assistance in coordinating with underwriters and other professionals, as needed, related to the proper structuring and final issuance of municipal securities.

Section 2: Disclosure of Conflicts of Interest. Rules established by the Municipal Securities Rulemaking Board and the Securities and Exchange Commission require the registered Municipal Advisor to provide a written description of any material conflicts of interest, including any plans to mitigate any such conflicts of interest. Federal law imposes an explicit fiduciary duty on the Municipal Advisor to act in the best interest of the Issuer. This means several important things: (1) SPFI has a duty to exercise due care in performing municipal advisory activities; (2) SPFI has a duty of loyalty, requiring advice to be rendered in the best interest of the Issuer, without regard to the financial interests of SPFI; (3) SPFI must have the knowledge and expertise needed to provide the Issuer with informed advice; (4) SPFI has a duty to understand the Issuer's specific financial circumstances so that any advice may be deemed suitable to the Issuer's situation; and (5) SPFI has a duty to discuss material risks and benefits with the Issuer so as to best serve the Issuer's needs.

Specific conflicts of interest related to the form of compensation include: (1) Fixed Fee or Lump Sum compensation, which may involve the potential for more work on the transaction than originally contemplated resulting in a potential financial loss for the Municipal Advisor and the possibility of less time-consuming advice to compensate for such loss; (2) Fees based upon principal amount of municipal securities issued, potentially providing an incentive for the Municipal Advisor to recommend the issuance of a higher par amount of securities in order to increase the Municipal Advisor's compensation; (3) Hourly compensation, which may introduce an incentive for the Municipal Advisor to prolong the transaction in order to increase the Municipal Advisor's compensation and delay funding to the disadvantage of the Issuer; and (4) Contingent Fee compensation, which may introduce an incentive for the Municipal Advisor to recommend structures or financings which are disadvantageous to the Issuer.

SPFI plans to mitigate any potential for a conflict of interest related to compensation under items 2) and 4), above, by adhering to the fiduciary duty imposed by Federal law on all SEC registered municipal advisory firms.

Section 3: Term of Engagement. The term of this engagement shall extend to the final delivery of the issuance of Series 2016 Unlimited Tax Bonds or similar instruments by the Issuer.

Section 4: Fees and Expenses. The Issuer agrees to pay to SPFI for the services described in Section 1), above, the amount of 1% of the par amount of municipal securities issued and delivered. Additionally, the Issuer agrees to reimburse SPFI for any transaction-related costs advanced by SPFI in the normal course of issuance of the municipal securities covered by this engagement, including but not limited to paying agent fees, rating agency fees (including any ratings-related travel expenses, at the specific instruction of the Issuer), CUSIP registration fees, escrow agent fees, verification agent fees, and any fees related to the bidding of escrow securities to the extent they are beneficial to the transaction or required due to the inability to subscribe to State and Local Government Securities or SLGS.

This engagement shall take effect upon action by a duly authorized representative of the Issuer to approve this engagement.

Representative of the Issuer: _____ Date: _____

Representative of the Municipal Advisor: _____ Date: _____