

LEGAL SERVICES AGREEMENT BETWEEN BRYAN INDEPENDENT SCHOOL
DISTRICT AND O'HANLON, DEMERATH & CASTILLO

This agreement is made between the Bryan Independent School District ("District") and O'Hanlon, Demerath & Castillo ("Firm") to provide legal services to the District in relation to the Project Gemini Power Phase I Chapter 403 application for tax abatement.

1. Firm's Personnel: Kevin O'Hanlon and Amalia Hanley will have primary responsibility for this engagement. Other attorneys, consultants and legal assistants in our office may also be used in the course of this matter. The use of such personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform a particular aspect of a specific engagement.

2. Fees and Expenses: **Total fees shall be \$15,000 regardless of time billed and expenses incurred and shall be payable only out of the required application fee received by the District by the interested project company.**

3. Termination: You will have the right **to terminate** our representation **at any time**. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The District will be responsible for our fees and expenses incurred to the date of termination under the terms of this agreement.

4. Conflict Issues: We have not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future.

5. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding upon and inures to the benefit of both you and these firms and our respective heirs, legal representatives, successors, and assigns. This letter agreement constitutes the entire agreement between us with respect to matters involving the engagement of our firms and the payment of fees in connection with this engagement. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. Nothing in this letter shall be construed as such a promise or guarantee.

6. Submission of Additional Documentation: Contemporaneously with the submission of this Engagement Letter we are submitting the following additional documentation

- a. A completed Vendor Conflict of Interest Disclosure Form (Texas Ethics Commission Form CIQ)

b. Completed Internal Revenue Service Form W-9

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf. We firmly believe that the experience that our legal team brings to the engagement will enable the Client to both control its legal risk, while providing the highest possible benefit for the Client and its constituents.

Board President

Kevin O'Hanlon, Shareholder

BRYAN INDEPENDENT SCHOOL
DISTRICT

O'HANLON, DEMERATH & CASTILLO