

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of April, 2012, by and between Polk County, Texas, hereinafter referred to as "Client", and Allison, Bass & Associates, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Polk County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to the lease of a portion of Southland Park to East Texas Electric Cooperative. Services and the obtaining of additional property in the area and will also include drafting and reviewing of documents, briefing, court appearances, including any trials, and any negotiations required for resolution of this matter.
2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.
3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, court appearances, including trials, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer

agreement.

Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of \$240.00 per hour for services rendered by partners of the firm and \$210.00 for services rendered by associates of the firm. The client will be billed at the rate of \$100.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$50.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, the fees of expert witnesses, reports, studies, and exhibits incurred by Attorneys in the investigation and/or litigation of this case. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, Polk County, 101 W. Church St., Ste. 300, Livingston, Texas 77351.

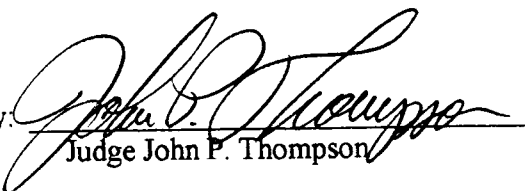
Prior Agreements Superseded

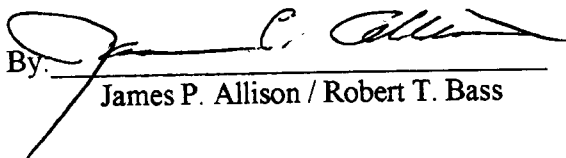
7. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the 10th day of April, 2012.

CLIENT
POLK COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & ASSOCIATES, L.L.P.

By: 
Judge John P. Thompson

By: 
James P. Allison / Robert T. Bass