

October __, 2016

The Honorable Samuel L. Neal, Jr.
County Judge
Nueces County
901 Leopard Rm 303
Corpus Christi, Texas 78401

Re: Bond Counsel Services - Nueces County, Texas

Dear Judge Neal:

McCall, Parkhurst & Horton L.L.P. is pleased to represent Nueces County, Texas (the "County") in advising the County on matters relating to the issuance of bonds, notes, or other obligations ("Bonds") by the County.

The purpose of this letter is to set out in writing our fees and the scope of our duties in connection with the issuance of the Bonds by the County, and to outline our responsibilities in connection with any such engagement.

As Bond Counsel we would perform a specialized legal service. The tasks which this firm would undertake would be those necessary to rendering an opinion to the effect that the Bonds have been authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas, constitute valid and legally binding obligations of the County, and that the interest on the Bonds is exempt from Federal income taxes under existing statutes, regulations, rulings, and court decisions. In particular, we would prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of the Bonds, including the following:

1. Preparing all instruments pursuant to which Bonds will be authorized, secured, sold, and delivered in consultation with the Commissioners Court, the County staff, the County's financial advisor, if any, and other officials and consultants of the County.
2. Attending meetings of the Commissioners Court and meetings with the County staff to the extent required or requested.

3. Attending meetings with prospective bond purchasers and meetings with rating agencies or credit enhancers to the extent required or requested.

4. Cooperating with the County and its consultants, including specifically the County's financial advisor, in the preparation of official statements or other securities laws disclosure documents, including review of the information therein describing the bonds, the security therefor, and the federal income tax status thereof.

5. Cooperation with the County and its consultants, including specifically the County's financial advisor, in reviewing documents prepared for submission to national and/or state repositories with respect to the County's responsibilities under Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

6. Preparing and submitting forms and other information to the Texas Bond Review Board, as required by law.

7. Submitting the Bonds and the transcript of proceedings relating to the Bonds to the Attorney General of the State of Texas for approval and obtaining the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, as required by law.

8. Supervising the printing, execution, and delivery of the Bonds to the purchasers.

9. When so delivered, rendering an opinion covering the validity of the Bonds under Texas law and the status of the interest thereon under federal income tax laws.

10. Providing follow-up advice concerning such subjects as arbitrage and rebate matters, the application of bond proceeds, new developments in the law concerning bond issues, continuing disclosure issues, and changes in industry practices.

The services described above to be provided as Bond Counsel do not include any responsibility for investigating the general financial condition and affairs of the County, nor do they include any responsibility with respect to litigation to which the County is a party. Our approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the County for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the Bonds from Federal income taxes, and for no other reason or purpose. That paragraph of our opinion will also disclose that we have not been requested to investigate or verify any record, data, or other material relating to the financial condition or capabilities of the County or the organization for which the Bonds are issued, and have not assumed any responsibility with respect thereto.

In accordance with §1201.027 of the Texas Government Code providing an issuer the exclusive authority to determine the basis for compensation for legal services, the fees covering

the legal services of this firm incurred in connection with the issuance and delivery of Bonds by the County will be billed on a contingency basis, based on the following formula: \$7,500 for the first \$1 million in principal amount of Bonds issued and delivered by the County, and \$1.00 per \$1,000 principal amount of the remaining aggregate principal amount of Bonds issued and delivered by the County. For example, were the County to issue and deliver a \$20 million bond issue, our fee would be \$26,500 (\$7,500 for the first \$1 million in principal amount, and \$19,000 for the next \$19 million in principal amount). Our fee would be contingent upon the delivery of the Bonds to the purchasers thereof. Also, we would be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of each series or issue of Bonds. We will not incur expenses for travel without the approval of the County. Our federal taxpayer identification number is 75-0799392. The attorneys in the firm responsible to the matters covered by this engagement letter will be the undersigned, a partner in the firm, and Stefano Taverna, a partner with the firm who oversees our Tax Department.

The fee quoted for the foregoing legal services as Bond Counsel is not inclusive of the fee covering the legal services to be performed by the firm in connection with the issuance of refunding bonds by the County. Such fee for legal services shall be negotiated by us, the County and the County's financial advisor prior to the issuance of any such series of refunding bonds.

Except as hereinafter provided, the term of this agreement will expire on August 31, 2018, unless the County determines to extend this agreement for such period as agreed upon by the parties hereto. If the County so extends this agreement as provided above, the term of this agreement shall expire upon the end of the extension period. This agreement shall be terminable at will by either of the parties upon giving the other party thirty (30) days written notice of such termination.

We hope that the terms as described in this letter are satisfactory to you. Of course, we are available to discuss this matter further. Please let me know if you have any questions or comments regarding the above.

Very truly yours,

McCALL, PARKHURST & HORTON L.L.P.

Jeffrey A. Leuschel

ACCEPTED this ____ day of _____, 2016.

NUECES COUNTY, TEXAS

By: _____
Title: County Judge