



PROSPERITY BANK®

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PROSPERITY BANK[®]

RE: Bid Number B08-063
Managing Bank, Participating Bank, Sub-Depository Bank, Lock Box

Prosperity Bank is interested in applying for the Managing Bank and Lock Box Service Provider. It is our understanding that the Sub-Depository Bank is for those institutions who are not awarded the Managing Bank contract and who are located outside of the Fort Bend County Seat. In that Prosperity Bank is not a licensed broker, we do not seek to apply as a Participating Bank.

Prosperity Bank is a member of the FDIC. Our Board of Directors meets monthly in accordance with your requirements. We will have the enclosed agreements reviewed and reflected in future Board minutes. We have enclosed a copy of the applicable By-law authorizing John Rebeles, Jr. to commit our Bank to the information provided herein.

We are available to meet the needs of our community and are available to answer any questions in regards to the responses given in this bid package. Our philosophy is not to charge for each product requested but rather to provide a complete service to Fort Bend County.

We look forward to continuing to work with the Officials, Officers and Employees of Fort Bend County. We are here to be a contributing member of our community and want to remain your bank.

Respectfully,

John Rebeles, Jr.
President, Sugar Land Banking Center

Vendor Information

Prosperity Bank
Legal Name of Contracting Company

74-2139516
Federal ID Number

(281) 269-7200 (281) 269-7108
Telephone Number Facsimile Number

14060 Southwest Freeway
Complete Mailing Address (for Correspondence)

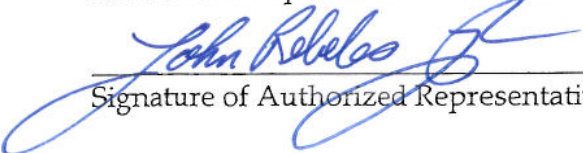
Sugar Land, Tx 77478
City, State and Zip Code

14060 Southwest Freeway
Complete Remittance Address (if different from above)

Sugar Land, Tx 77478
City, State and Zip Code

John Rebeles, Jr. President, Sugar Land Banking Center
Authorized Representative and Title (printed)

John.rebeles@prosperitybanktx.com
Authorized Representative's Email Address


Signature of Authorized Representative

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department TWO (2) complete bid forms. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. If required by the County, Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order void able at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

- 2.21 Parole Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

These depository contract specifications provide for three types of financial relationships:
Section I - The Managing Bank. The Managing Bank will be designated to handle banking services including, but not limited to, the establishment of demand checking accounts. Section II – Participating Banks. Participating Banks will be authorized to hold secured time deposits or any eligible investment stated in Title X, Government Code of Texas. Section III – Sub-Depository Banks. Sub-Depository Banks will be designated to handle demand checking accounts for elected officials not located in the Fort Bend County Seat, in Richmond, Texas. Section IV – Lock Box for Tax Assessor/Collector.

SECTION I - MANAGING BANK SPECIFICATIONS AND SERVICES REQUIRED

It is the intent of Fort Bend County to execute a contract with a bank wanting to be designated as the County Managing Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2544, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by Acts 1991, 72nd Leg., and Acts 1995, 74th Leg.; and Article 2547 a, b, c.) that pertain to the managing and safekeeping of County funds and will comply with these statutes. Also the Bank acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2558a, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 117.000 through 117.124 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., Acts 1991, 72nd Leg., Acts 1993, 73rd Leg., and Acts 1995, 74th Leg.) that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes.

DURATION: The Bank contract will be effective for a four-year term to commence 10-01-2008, the contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if:

1. the new financial terms do not increase the prices to the county by more than 10 percent; and
2. the county has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate options proposed by the bank.

If a timed deposit maturity extends beyond the expiration date of the contract, the managing bank will pledge sufficient securities required by for public funds to Fort Bend County to provide for the maturity of the time deposit.

AWARDING CONTRACT: Fort Bend County will award the managing bank contract based on the following criteria:

1. Bank's past and prospective financial condition.
2. Net rate of return on County funds.
3. Ability to meet service requirements, to include being compatible with the County's Lawson software system 9.0.
4. Cost of services.

SUBMITTING FINANCIAL STATEMENTS: All banks wishing to be designated as a Managing Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

GOOD FAITH GUARANTEE: Bank must submit with the Bid Worksheet a certified cashier's check for \$ 1,096,100.42 (one-half of 1 percent of the County's audited revenue for 2007 and one-half of one percent of the average daily balances of the County and District Clerks' Trust Accounts) payable to Fort Bend County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

AMOUNT TO BE PLEDGED: The initial amount of securities to be pledged against Fort Bend County funds shall be adequate to fully collateralize the funds of Fort Bend County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the Fort Bend County Treasurer. Securities pledged must be held at the Federal Reserve Bank, Dallas in Fort Bend County's Public Funds Collateral Account.

PAYMENT OF SERVICES: Bank will specify fees required for services. Banking services not detailed on the Bid Worksheet will be provided at no cost. Please list services and/or supplies that will be provided at no cost to the county. (Example; such as deposit slips or various services.)

INVESTMENTS MADE OUTSIDE MANAGING BANK: Fort Bend County reserves the right to make external investments according to the Laws of the State of Texas and the Investment Policy of Fort Bend County.

INTEREST AND INTEREST RATE: Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Fort Bend County reserves the right to select the rate most favorable to the county any time during the term of the contract, subject to banking laws.

INTEREST - BEARING ACCOUNTS: Fort Bend County will have accounts established under these specifications for disbursing checks written on Fort Bend County funds. Checks and transfers will be written from these accounts; Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts. For monthly activity estimates for each account, contact Purchasing at kaminskd@co.fort-bend.tx.us. These estimates may vary during the duration of the contract.

PASSBOOK SAVINGS ACCOUNTS: Fort Bend County will have accounts established to hold narcotic forfeitures having pending cases in the courts in FBC. These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds.

COUNTY CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. A court order is not required to deposit or withdrawal funds. These funds may earn interest.

COUNTY CLERK CASH BONDS: These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds and will earn NO INTEREST.

DISTRICT CLERK REGISTRY FUNDS: These monies do not belong to Fort Bend County but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. (We use MBIA as a pass-through account) A court order is required to deposit and/or withdraw these funds. These funds may earn interest.

DISTRICT CLERK CASH BONDS: These monies do not belong to Fort Bend County (unless forfeited through bond forfeiture proceedings), but to the defendant awaiting the disposition of their case by the District Court. Additional, cash bond monies are collected in civil cases with Temporary Restraining Orders and/or Protective Orders and can be awarded to either party in a civil case. Lastly, cash bonds are paid in family law cases by the respondent and are most often awarded to the petitioner (through the Child Support Disbursement Unit in San Antonio) for the payment of past due child support. No fees may be charged against these accounts due to the ownership of the funds and the funds will earn NO INTEREST.

SERVICES PROVIDED:

REPORTS:

1. A detailed weekly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face and current market value. To compensate for increases or decreases in county deposits and fluctuation of market value of pledged collateral, the minimum market values of collateral will be 110% of county deposits.
2. It is requested as a part of the Bid the Managing Bank will provide an on-line Microcomputer communication link to the County for daily reporting on fund balances, collateral and ledger balances and detail debits and credits.
3. Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- | | |
|----------------------------------|---------------------------|
| daily average ledger balance | • daily average float |
| • average collected balance | • reserve requirements |
| • price levels for each activity | • monthly volumes by type |
| • earnings allowance | |

A sample account analysis format must be provided as part of the bid.

4. Managing Bank will have and maintain a minimum 5 percent primary capitals to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement **shall** be included in the bid and **shall** be a continuing quarterly reporting requirement of the Managing Bank. Should primary capital ratio fall below 5 percent, the Commissioners' Court will review bank plans for future earnings and capital increases before determination is made to close out the accounts.

STATEMENTS: Monthly account statements will be provided with all original canceled checks or optical images of the front and back of the canceled checks if the optical images are retained in accordance with the rules adopted by the Texas State Library and Archives Commission, debit and credit memos, etc. This statement shall show the number of checks, deposit and deposit items posted, the monthly interest rate paid, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within five working days after calendar month-end.

CONTACT PERSON: Bank will specify an Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Fort Bend County accounts.

DAYLIGHT OVERDRAFT PROVISIONS: The bid should include any Bank policy regarding daylight overdraft charges or handling.

STOP PAYMENTS: The Bank will be required to process stop payments on verbal instructions from the County Treasurer or his assignee with follow-up written confirmation.

STALE DATED CHECKS: The Bank will agree not to honor stale dated checks on Fort Bend County accounts that are not endorsed by the County as acceptable after the County has delivered to the Bank an approved canceled list from the records of Commissioners' Court.

STANDARD DISBURSEMENT SERVICES: Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.

STANDARD DEPOSIT SERVICES: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited daily.

ACCOUNT RECONCILIATION: The County requires a monthly bank account reconciliation plan for all accounts. The County will provide a file for checks issued, and will require at a minimum a paid check listing and a list of outstanding checks.

SHORT - TERM FINANCING: The County may require short-term financing during this contract.

OVERNIGHT INVESTMENT FACILITY: Funds remaining may be pooled and invested on an overnight or weekend basis. The Bank will allocate the pro-rata share of total interest to each account based on each account's invest able balance. Can this be negotiated on an as needed basis?

COST TO COUNTY FOR CHANGING DEPOSITORY: If your Bank is awarded the Depository Contract and you are not the current Depository, what will or can the Bank do to help defer the expense of the change?

OTHER SERVICES: As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

APPLICATION FOR MANAGING BANK

The paid up capital stock of the Bank is \$ 520,000.00, and the permanent surplus of the Bank is \$ 888,567,776.78. A certified cashier's check for \$ 1,096,100.42 (One half of 1% of 2007 audited revenues of Fort Bend County and one half of 1% of the average daily balances of the District and County Clerk) made payable to Fort Bend County accompanies this bid and is tendered under the terms of the law (Local Government Code, Section 116.023) and these specifications.

John Rebeles, Jr. is hereby authorized to receipt for said check upon return.

Prosperity Bank

(Bidding Bank)

By: 

John Rebeles, Jr.

The following will be signed when the check is returned to the bidding bank:

Received certified cashier's check in the amount of \$ 1,096,100.42 for Prosperity (Bank)

Date: 5/8/08

By: Dellie Kaminski

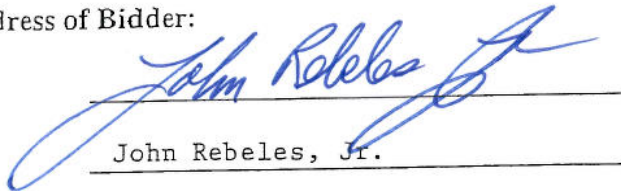
Bank must complete the below information to validate the bid for Managing Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing the County with a resolution from the Board of Directors of the submitting bank authorizing or empowering the undersigned to execute this contract; this Bank has not prepared this bid in collusion with any other bidder; and the contents of this bid as to fees, interest rates, terms, or conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other person(s) engaged in this type of business before the official opening of this bid.

All Unsigned Bids will be disqualified

Name and address of Bidder:

Signature:

A handwritten signature in blue ink, appearing to read "John Rebeles, Jr.", is written over a horizontal line.

Name:

John Rebeles, Jr.

Title:

President, Sugar Land Banking Center

Telephone No.:

281-269-7240

WORKSHEET for Managing Bank

Interest Bearing Checking/Operating Accounts:

Prosperity Bank proposes to offer the following variable rate options on the interest bearing checking/operating accounts for Fort Bend County. Option to be selected by the County prior to implementation, with selected option set for the term of the contract.

Option 1:

Variable* Interest Margin: +.29 points (as of 5/1/08: 1.445 + .29 = 1.735%). Rate to change on the first working day of each month and will be valid for the entire month.

*Variable Rate = 91 Day US T-Bill Investment Rate (as determined by latest T-Bill Auction at the end of each month) .29 +/- Margin (Based on basis points). Bank guarantees an interest floor rate of 1.50 % on all county interest bearing demand deposits.

Option 2:

Variable* Interest Margin: +.31 points (as of 5/1/08: 1.42 + .31 = 1.73%). Rate to change on the first working day of each month and will be valid for the entire month.

*Variable Rate = 91 Day US T-Bill Discount Rate (as determined by latest T-Bill Auction at the end of each month) .31 +/- Margin (Based on basis points). Bank guarantees an interest floor rate of 1.50 % on all county interest bearing demand deposits.

Fixed Interest Rate: In that Prosperity Bank is offering a floor of 1.50% on the checking accounts, we do not believe this option is applicable.

Interest Bearing MMA/Investment Accounts:**

Prosperity Bank agrees to provide one of the following options. Option to be selected by the County prior to implementation, with selected option set for the term of the contract.

Option 1:

Prosperity Bank agrees to pay the Tex-pool rate on recognized Depositor MMA/Investment accounts. The rate is to change on the first working day of each month and will be valid for the entire month.

Option 2:

Prosperity Bank agrees to pay 91 Day US T-Bill Investment Rate +.26 points (as of 5/1/08: 1.445 + .26 = 1.705%). Rate to change on the first working day of each month and will be valid for the entire month.

Option 3:

Prosperity Bank agrees to pay its ProsPerfect MMA rates based on the balance structure outlined below:

Balance:	Rate:
\$ 0.00 to \$9,999.99	1.40%
\$10,000 to \$24,999.99	2.00%
\$25,000 to \$49,999.99	2.25%
\$50,000 to \$99,999.99	2.30%
\$100,000 or greater	2.40%

These rates are as of 5/6/08; subject to change based on market conditions and Bank discretion.

Certificates of Deposit - Variable Interest Rate - Remain liquid at all times with no penalties

91 Day US T-Bill Investment Rate (as determined by latest T-Bill Auction). Rate effective upon the purchase of the instrument and will be fixed for the duration of the certificate.

	less than <u>\$100,000</u>	more than <u>\$100,000</u>
1. Maturity 7-29 days	.00	.00
2. Maturity 30-59 days	.00	.00
3. Maturity 60-89 days	.00	.00
4. Maturity 90-179 days	+.15	+.26
5. Maturity 180-1 year	+.15	+.26
6. Maturity over 1 year	+.15	+.26

Certificates of Deposit - Current Interest Rates as of 5/5/08; rates subject to change

	less than <u>\$100,000</u>	more than <u>\$100,000</u>
1. Maturity 7-29 days	1.50%	1.70%
2. Maturity 30-59 days	1.50%	1.70%
3. Maturity 60-89 days	1.50%	1.70%
4. Maturity 90-179 days	1.60%	1.80%
5. Maturity 180-1 year	2.40%	2.60%
6. Maturity over 1 year	2.45%	2.65%

** These accounts are defined as those permitted and/or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction/operating account) of the Depositor at the same institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order, or instruction, and no more than three of the six such transfers may be made by check, draft or similar order made by the Depositor and payable to third parties.

Services Provided:

	Yes	No	Cost
1. Monthly Account Analysis	<u> X </u>	_____	* _____

Prosperity Bank offers monthly account analysis. Information from various applications used by the County are combined into one monthly invoice.

2. Automatic Balance Reporting on Daily Activity	<u> X </u>	_____	* _____
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Prosperity Bank offers an internet web-based option, whereby the County can view account activity daily. Determination of user access, including system options and account availability, is at the discretion of the County.

3. Wire Transfers:	Incoming	<u> X </u>	_____	* _____
	Outgoing	<u> X </u>	_____	* _____
	Repetitive	<u> X </u>	_____	* _____
	Non-Repetitive	<u> X </u>	_____	* _____

Prosperity Bank offers multiple options for processing outgoing wire requests. Wire transactions can be faxed or called in directly to a Bank contact, with call back procedures in place. In addition Prosperity offers Cash Management in which designated County employees have the ability to initiate, approve, and transmit wire requests directly. Levels and limits of authority are designated per employee.

4. ACH Service Transfers:	Outgoing	<u> X </u>	_____	* _____
	Computerized	<u> X </u>	_____	* _____

There are multiple options for processing ACH transactions. Our web-based Cash Management product allows for ACH batches to be created and submitted directly through our product, or to download a NACHA ready file to our website for processing. This ability, along with limits and levels, can be designated per employee. In addition to this, we would also accept outgoing files generated from the Lawson software program that are sent directly to a secure internet sight. These files will then be retrieved by the Bank and processed. In addition to the internet, Prosperity Bank will continue to offer a secure site for ACH originated files to be sent to the Bank for processing.

5. In-House Acct. Transfers:	Repetitive	<u> X </u>	_____	* _____
	Non-Repetitive	<u> X </u>	_____	* _____
	Computerized	<u> X </u>	_____	* _____

Utilizing the Cash Management option, transfers can be initiated through our web-based product. Transfers can be set up as a one time occurrence or can be set for a specific frequency as designated by the County. Limits and levels of transfer authority are designated per employee. Transfers can also be

initiated by fax or phone to a Bank contact. Transfers between County accounts that are generated from the Lawson program can also be sent to the Bank through an ACH file to be processed.

6. Account Maintenance on Checking Acct. X _____ * _____

Personnel will be available to process any maintenance requests and address queries.

7. Furnish deposit slips, deposit books, deposit bags and endorsement stamps: X _____ * _____

Prosperity Bank will provide all of the aforementioned items in accordance with the fee schedule.

8. Night depository services, including bags: X _____ * _____

All Prosperity locations have the ability to accept night deposit bags. The bank offers two options for processing night drops. The first would require a designated member of your staff to open the deposit with a Bank associate. The second option would be that the night drop bag be processed by the Bank using dual control procedures.

9. Stop payment issued: X _____ * _____

Stop payments can be initiated via the internet by County approved personnel. Requests can also be submitted by fax or phone directly to the Bank. All phone requests would require a written follow-up letter or fax within 14 days of the original request.

10. Overdrawn Accounts: X _____ * _____

We understand the relationship and reputation of the County are of the utmost importance. In this regard, we would contact a County representative with notification of any insufficient situation to cover the funds. It is expected that this would be a rare occurrence.

11. Return Items: X _____ * _____

Prosperity offers multiple options for processing return items. Based on your requirements we can automatically process items a second time. We can also notify the County designated contact(s) with the return item information via email or phone. Checks unable to be processed further can be returned to a County designated contact and additional notices can be sent to those directed by the County if needed.

- | | | | | |
|-----|--------------------------------------|-------------------|-------------------|---------------------|
| 12. | Account Reconciliation, per Account: | <u> </u> | <u> X </u> | <u> </u> * |
| | Paid Checks Tape, per account: | <u> X </u> | <u> </u> | <u> </u> * |
| | Check sort per account: | <u> X </u> | <u> </u> | <u> </u> * |
| | Daily download of cleared checks: | <u> X </u> | <u> </u> | <u> </u> * |

Currently Prosperity Bank provides a custom report of checks paid against specific accounts in the designated Lawson format. Additional accounts can be added to the report as needed. Checks can also be downloaded directly from the internet website by an authorized user.

- | | | | | |
|-----|--|--------------|-------------------|---------------------|
| 13. | Provide safekeeping for outside purchases of securities by FBC at a third party financial institution, or with Federal Reserve Bank of Dallas: | <u> X </u> | <u> </u> | <u> </u> * |
|-----|--|--------------|-------------------|---------------------|

Prosperity Bank currently utilizes the Federal Home Loan Bank of Dallas for the safekeeping of our securities. We would propose to continue this service.

- | | | | | |
|-----|---|-------------------|--------------|---------------------|
| 14. | Allow eligible repurchase agreements or eligible money market mutual funds from the Bank's portfolio of US Government obligations on an overnight basis | <u> </u> | <u> X </u> | <u> </u> * |
|-----|---|-------------------|--------------|---------------------|

Prosperity Bank is proposing to pay interest on all accounts, thereby, making this not applicable.

- | | | | | |
|-----|---|--------------|-------------------|---------------------|
| 15. | Computer telecommunication link from which FBC accounts will be monitored by only authorized Individuals in the FBC Treasurer's office: | <u> X </u> | <u> </u> | <u> </u> * |
|-----|---|--------------|-------------------|---------------------|

Prosperity Bank offers an internet based web option. Users are set with their own log in and password. The County has the ability to restrict limits and authorizations, including view-only access by user.

- | | | | | |
|-----|----------------------------------|-------------------|-------------------|---------------------|
| 16. | Controlled Disbursement Accounts | <u> </u> | <u> X </u> | <u> </u> |
| 17. | Zero-Balance Accounts | <u> X </u> | <u> </u> | <u> </u> * |

Prosperity Bank does offer the option of Zero-Balance Accounts. A designated account would maintain a zero-balance, whereby daily funds would be transferred from a linked account to cover any items presented for payment.

- | | | | | |
|-----|----------------------|---|--|--|
| 18. | Short-term Financing | | | |
| | Fixed Rate: | Wall Street Journal Prime - .50% fixed for a term not to exceed 24 months | | |
| | Variable Rate: | Wall Street Journal Prime - 1% floating, with a floor of 3% | | |

Interest on loans will be calculated on a 360-day basis

19. Payment of Services X _____ * _____

THE COUNTY ELECTS TO PAY FOR SERVICES BY DIRECT FEE PAYMENT. The County requests the bank bill and accepts direct payments for services at the unit prices indicated in the previous sections.

Prosperity Bank can continue to directly bill the County for payment of services on a monthly basis.

20. Additional Services Provided: X _____ * _____

Prosperity Bank offers a variety of services for both the County, as well as their employees. A more comprehensive list of services is detailed below.

21. Positive Pay X _____ * _____

In an effort to help prevent unauthorized or fraudulent transactions against an account, Prosperity Bank offers a positive pay product. This allows the County to submit to the bank a file of checks issued. Checks being presented are then compared to submitted files. The County has the ability to refuse a check that does not compare to the positive pay file.

22. Template for multiple fund transfers _____ X * _____

Although Prosperity Bank does not have a template for multiple fund transfers, we do offer several options. Transfers can be submitted through the internet website or submitted to the Banking Center for processing.

23. Lock Box Processing X _____ * _____

Prosperity Bank offers both retail and wholesale lock box services. Lock box services and pricing have been included as a separate line item.

24. Electronic Files have to follow Fort Bend County X _____ * _____
layout requirements. ACH files have to follow
NACHA standard file format.

Prosperity Bank can continue to produce and accept files that are in the NACHA standard file format.

Total (Average monthly charges for all Services): \$19,444.63
(This price includes: Main Billing, Flood Control Billing and Tollway Billing only)

* The cost of these services are provided as individual line items, please see the enclosed invoicing sheet.

Additional Services Continued:

Bank Statements:

Bank statements will be in the same format as currently provided. We will provide the front and back of the checks each month. We also provide the option to have these images to you on CD ROM. Internet access will allow quick reference to past bank statements and recent check images.

Stale Dated Checks:

Upon receipt of a listing of stale dated checks, the Bank will place stop payments on these items, and if presented for payment, they will be returned.

Internet Banking Services:

Prosperity Bank offers the ability to view, retrieve and/or process the following:

- Account information inquiry includes current and available balances
- Online statement retrieval
- Transaction history download
- Schedule "one-time" or "recurring" funds transfer between accounts
- Schedule "one-time" or "recurring" loan payments

Web-based Wire Transfer Origination:

- Set up and initiate "one-time" or "recurring" wire transfer instructions through our Internet Banking Product. Single-user, multi-user, and/or dual control authorities are allowed with password and dollar-limit restrictions.

Web-based ACH Origination:

- Originate electronic payroll deposits or payment drafts through our Internet Banking Product
- Import NACHA-ready files from third-party software applications, or create payroll or payment databases directly in our products.

Overnight Overdraft:

A net overnight overdraft position will result in an interest charge calculated daily at the Prime Rate reported in The Wall Street Journal on the day of the overdraft occurrence.

Merchant Credit Card Services:

Credit Card acceptance for all type of businesses including retail stores, restaurants, hotels and service companies.

Safe Deposit Boxes:

Prosperity Bank will make available one 5 x 10 and one 10 x 10 safe deposit box at No Charge.

Currency Counting:

Prosperity Bank provides at no additional cost the counting of cash, which occurs in cases when currency is confiscated. Currency is counted by the Bank in the presence of a County Officials.

Cost to County for Changing Depository:

Prosperity Bank currently serves as the Depository for Fort Bend County. Prosperity seeks to remain the Depository for the county and believes it will save conversion costs including check printing, endorsement stamps, etc. In addition to the material/hard costs associated with a Depository change, County staff would realize the associated necessity to learn and implement new systems and processes.

SECTION II - PARTICIPATING BANK SPECIFICATIONS AND SERVICES REQUIRED

It is the intent of Fort Bend County to execute a contract with banks wanting to be designated as a Participating Bank. By returning the pertinent information asked for in the bid for a Participating Bank, the Bank acknowledges that it understands Title X, Section 2256, of the Texas Government Code. The Bank further acknowledges it will not offer to sell to Fort Bend County any investments that are not authorized by the Public Funds Investment Act and Fort Bend County Investment Policy. Participating Bank will have and maintain a minimum 5 percent primary capitals to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement **shall** be included in the bid and **shall** be a continuing quarterly reporting requirement of the Participating Bank. Should primary capital ratio fall below 5 percent, the Commissioners' Court will review bank plans for future earnings and capital increases before determination is made to close out the accounts.

DURATION: The Bank contract will be effective for a four-year term.

AWARDING CONTRACT: Fort Bend County will award the designation of a Participating Bank based on the following criteria:

1. Bank's past and prospective financial condition as determined by financial statements and a copy of the most current FFIEC form 32.
2. Completed Anti-Collusion Agreement.
3. Executed PSA Master Repurchase Agreement.
4. Proof of NASD Certification
5. Proof of Texas State Securities Commission Registration
6. Signed affidavit from Business Organization
7. Delivery Instructions
8. Over all service Bank has to offer the county
9. Net rate of return on County funds.
10. Ability to meet service requirements for Lawson software (9.0)
11. Cost of Services
12. Collateral Security Agreement

13. Wire Transfer Agreement

SUBMITTING FINANCIAL STATEMENTS: All banks wishing to be designated as a Participating Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of application. The County will require a copy of the financial report of the Bank at least annually.

AMOUNT TO BE PLEDGED: If it is determined a certificate of deposit offered by a Participating Bank is the best investment offered while investing Fort Bend County funds the Participating Bank shall pledge securities to the County to fully collateralize the funds invested according to the laws of the State of Texas and shall continuously remain as such. During the life of the investment, a daily report of the market value of the pledged collateral will be supplied to the County. Securities pledged must be held at the Federal Reserve Bank, Dallas in Fort Bend County's Collateral Account. Letters of credit from the Federal Home Loan Bank with a minimum of \$100 Million dollars are acceptable in lieu of numerous securities.

COLLATERAL SECURITY AGREEMENT

This COLLATERAL SECURITY AGREEMENT is made and entered into on the date herein written by and between Fort Bend County, hereinafter called "Depositor," and _____, a national banking association, organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "Bank."

Background

Depositor, through action of its governing Board, has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its governing Board, designate the officer, who will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Deposit Agreement is incorporated herein for all purposes; however to the extent that any provision therein conflicts with the provision herein, this Collateral Security Agreement will control. All funds on deposit with Bank to the credit of the Depositor are required to be secured by collateral as provided for in the Texas Local Government Code; said state law is hereinafter referred to as the "Public Funds Investment Act" (PFIA).

To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Federal Reserve Bank of Dallas will hold the Collateral in a custody account for the benefit of the Depositor. The said Federal Reserve Bank is hereinafter referred to as "Trustee".

NOW, THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I

Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets owned by Bank and held by Trustee for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement (hereinafter, the "Collateral"), to secure the deposits held by Bank for Depositor as required by the PFIA.

Ia

~~Depositor requires a letter of credit from the Federal Home Loan Bank with a credit limit of a minimum of \$100 Million dollars.~~

Depositor accepts Bank's request to modify. Bank will pledge 110% of deposits with securities.

II

The total of the market value of the Collateral securing such deposits will be in an amount at least equal to the amount of such deposits, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States government.

III

Bank has heretofore or will immediately hereafter deliver to the Trustee Collateral of the kind and character permitted by the Depositor of sufficient amount and market value to provide adequate Collateral for the funds of Depositor deposited with Bank. Said Collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Trustee in trust so long as the depository relationship between Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with Bank hereunder, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order.

IV

Bank shall cause Trustee to accept said Collateral and hold the same in trust for the purpose herein stated.

V

Should Bank fail at any time to pay and satisfy when due, any check, draft, or voucher lawfully drawn against any deposit, or in case Bank becomes insolvent, or fails to maintain adequate collateral as required by this Agreement, or in any manner breaches its contract with Depositor, Depositor shall give written notice of such failure, insolvency, or breach to Bank, and Bank shall have three days to cure such failure, insolvency, or breach. In the event Bank shall fail to cure such failure, insolvency, or breach within three days, it shall be the duty of Trustee, upon demand of Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described Collateral to the Depositor. Depositor may sell all or any part of such Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold.

VI

Any sale of such Collateral, or any part thereof, made by Depositor hereunder may be either at public or private sale; provided, however, it shall give to both Depositor and Bank three days' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. Depositor and Bank shall have the right to bid at such sale.

VII

If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with Trustee, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized by the Depositor, and shall be approved by the County Treasurer by signature prior to substitution. Such right of substitution shall remain in full force and may be exercised by Bank as often as it is desired; provided, however, that the aggregate market value of all collateral pledged hereunder shall be at least equal to the amount of collateral required hereunder. If at

any time the aggregate market value of such Collateral so deposited with Trustee is less than the total sum of the Depositor's funds on deposit with said Bank, Bank shall immediately deposit with Trustee such additional Collateral as may be necessary to cause the market value of such Collateral to equal the total amount of required Collateral. Failure of the bank to adequately monitor the collateral and to cure any deficiencies within three business days will subject the Bank to the penalties prescribed in the next paragraph of this Agreement. Depositor shall have the right to reject substituted collateral by the Bank. Bank shall be entitled to income on securities held by Trustee, and Trustee may dispose of such income as directed by Bank without approval of Depositor, provided a breach of contract does not exist.

Any time the collateral is determined to be insufficient (i.e., a breach of contract) for a period exceeding three business days, the Bank will be required to maintain an additional 5 percent collateral over and above the requirement contained in the PFIA. This additional 5 percent collateral requirement will be made for each deficiency that was not cured within three business days after the collateral deficiency occurred during the period of this contract. To the extent that this provision is being implemented during the contract period, Section IX is suspended. This penalty will occur automatically without any notification by the Depositor to the Bank.

VIII

Bank shall cause Trustee to promptly forward within three business days to Depositor copies of safekeeping or trust receipts covering all such Collateral held for Bank, including substitute Collateral as provided for herein.

IX

If at any time the Collateral in the hands of Trustee shall have a market value in excess of the sum of balances due Depositor by Bank, the Depositor shall authorize the withdrawal of a specified amount of collateral and Trustee may deliver this amount of Collateral (and no more) to Bank, taking its receipt therefor, and Trustee shall have no further liability for collateral so redelivered to Bank.

Either Depositor or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be void from and after the expiration of sixty days after the receipt of such notice, provided all provisions of this Agreement have been fulfilled.

X

When the relationship of Depositor and Bank shall have ceased to exist between Depositor and Bank, and when the Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Trustee written notice to that effect; whereupon Trustee shall, with the approval of Depositor, redeliver to Bank all Collateral then in their possession belonging to Bank, taking its receipt therefore.

Executed this 30 day of September 2008, undersigned duly authorized officers of parties hereto.

FOR DEPOSITORY BANK:

John Reider
(Signature)

President, Prosperity Bank
(Title) Sugar Land Banking Center

FOR DEPOSITOR: FORT Bend county

Robert Hebert
(Signature) Robert Hebert

County Judge
(Title)

This Collateral Security Agreement was approved by the Board of Directors of the Bank on September 30, 2008.



PROSPERITY BANK[®]

Attached is our proposed Wire Agreement for your review and acceptance. While the Bank is pleased with its submission, we will entertain discussions, amendments, or addendums, as needed, prior to its implementation.

WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement (also referred to as a Funds Transfer Agreement), dated October 01, 2008, is made between Fort Bend County, hereinafter referred to as the Customer, and Prosperity Bank, hereinafter referred to as the Bank.

1. AUTHORIZATION OF THE BANK

On instructions to the Bank from an Authorized Representative of the Customer, as listed on Exhibit A of this Agreement, the Bank will transfer funds from any accounts designated by the Customer on Exhibit A of this Agreement, maintained with the Bank, to any account of the Customer or any third part designated by the Customer, whether such account is maintained at the Bank or any other bank. The funds transfer shall be made by Fed wire, or any other method selected by the Bank in its sole discretion. Only domestic fund transfers are authorized by this Agreement.

2. AUTHORIZED AND VERIFICATION REPRESENTATIVES

Customer confirms to the Bank that the officials and employees of the Customer listed in Exhibit A of this Agreement are authorized to provide the Bank directions for funds transfers and other related instructions with respect to the Customer account listed on Exhibit A. Verification Representatives can only verify or authenticate a transfer or transfer-related instruction by an Authorized Representative.

3. COMMUNICATION OF INSTRUCTIONS

Bank is authorized to act on any such instructions whether delivered or communicated to the Bank in person, by telephone, telegraph, telex, U.S. mail, or other manner mutually agreed on by the Bank and the Customer. Bank shall be entitled to rely on any writing, paper, telex, teletype message, cablegram, statement, order, direction, written communication, or telephone or personal conversation reasonably believed by the Bank to have been signed, sent, or made by an Authorized Representative. Bank shall also be entitled to authenticate any transfer or transfer-related instructions received by the Bank through verification with a Verification Representative. Bank is hereby authorized to electronically record transfer or transfer-related instructions communicated by the Customer to the Bank by telephone.

Bank is hereby authorized to develop detailed operating instructions and cutoff deadlines, as it deems appropriate. Operating instructions and cutoff deadlines in effect at the date of this Agreement are attached to this Agreement and any revisions will be communicated to the Customer in a timely manner by the Bank.

Bank will execute all transfer or transfer-related instructions within three hours of receipt from Customer. Bank will notify Customer within three hours of the receipt of wire transfer or transfer-related instruction if it is unable to execute the instruction and provide the reasons for the delay. Security provisions for electronic instructions are specified in Paragraph 4 below.

4. ELECTRONIC INSTRUCTIONS

Bank may accept requests for transfer of funds from Customer's computerized communications systems maintained and controlled by Customer. Customer assumes all responsibility for the security of the Customer's system, including any user identification codes, passwords, and confidentiality of all related matters. User identification codes and passwords are security procedures to protect against unauthorized use of Customer's computerized communications systems. Any breach of confidentiality shall be promptly reported to the Bank's Funds Transfer Department. Transfer requests shall require a personal identification number (PIN) and, except for repetitive transfer requests, a secondary approval as an additional security procedure to protect against unauthorized transfers. Bank assumes no responsibility for the accuracy or completeness of any data received as provided in this Paragraph provided the user identification code and password are those of the Customer.

Bank shall provide inquiry capability via access to the information on Bank's computer through Customer's data terminal and such capability shall serve as notification to Customer of Customer's account transactions and account status. Any transfer order not in compliance with the security provision shall, at the option of the Bank, be erased from the Bank's computer system.

5. AMENDMENT OR CANCELLATION OF TRANSFER INSTRUCTIONS

In the event the Customer desires to amend or cancel transfer instructions, Bank shall make a reasonable effort to comply with the Customer's request. Such a request for amendment or cancellation must be received by the Bank at a time and in a manner affording Bank a reasonable opportunity to act on the amendment or cancellation before Bank makes the transfer. If Customer requests Bank to recover funds previously transferred, Customer shall deposit with Bank, or provide other assurances of payment satisfactory to Bank for, any and all costs and expenses (including attorneys' fees, if applicable) which the Bank might incur in attempting to recover funds from any transferee. Bank will take such actions, short of legal action, as it deems reasonable and appropriate in the circumstances to affect such a recovery, including, without limitation, submitting a reversal request to any financial institution receiving such funds, said actions being subject to the published charges of Bank to Customer. Bank, however, makes no representation or warranty as to its ability to comply with such instructions and Customer agrees that Bank shall not be responsible and shall hold Bank harmless for all claims, losses, damages, liabilities, and expenses, including reasonable attorneys' fees, incurred by Bank in connection with such revocation or termination request.

All requests for amendment to transfer or transfer-related instructions will be verified or authenticated with an Authorized Representative of the Customer. Under no circumstances will any amendment to a repetitive wire transfer be contrary to any repetitive wire transfer instructions currently on file at the Bank, except as indicated in Section 6 below.

6. INCONSISTENCY OF NAME AND ACCOUNT NUMBER

Customer acknowledges and agrees that if a transfer instruction from Customer describes the Beneficiary, Beneficiary's Bank, or any Intermediary Bank inconsistently by name and number, (account number in Beneficiary's case; bank number in Bank's case), payment might be made by the Intermediary or Beneficiary's Bank on the basis of the number even if it identifies a person or bank, as the case may be, different from the named Beneficiary or bank, and that Customer's obligation to pay the amount of the order to Bank is not excused in such circumstances.

7. COLLECTED BALANCES

Bank shall not be obligated at any time to transfer from the Account(s) any amount in excess of the total collected balances on deposit in such Account(s), unless prior written arrangements have been made.

8. CONFIRMATIONS

Bank will send to Customer by U.S. mail or such other means as may be mutually agreed on by the parties to the Authorized Representative(s) listed on Exhibit A, a written confirmation or periodic statement of the transfer executed pursuant to such instructions. For purposes of this Agreement, the confirmation or periodic statement shall be deemed to be received by the Customer on such date as the confirmation or copy thereof is received by the Customer or 10 days from the date of the confirmation, whichever is earlier.

Customer will examine any such confirmation or periodic statement within 14 days after the receipt of such confirmation or periodic statement and will immediately notify Bank of any discrepancy or error therein. Failure of Customer to notify Bank of any discrepancy within that time will relieve the Bank of any interest liability with respect to the transfer. Failure of Customer to notify Bank of any discrepancies within 60 days of the mailing or delivery of such confirmation or periodic statement shall relieve the Bank of any liability for any funds transfer reflected in the confirmation or periodic statement.

9. SECURITY PROVISIONS

Bank will assign to each Authorized Representative a PIN for identification in making transfers or giving transfer-related instructions to the Bank. Use of the PIN is a security provision to protect the Customer against initiation of unauthorized transfers. Customer acknowledges that it is responsible for maintaining the confidentiality of its Authorized Representative's PIN. Any breach of confidentiality shall be reported to the Bank's Wire Transfer Department immediately. Bank shall have no liability for losses incurred by unauthorized access or use of PIN, prior to notification of the Customer of the security breach.

Bank reserves the right to assign other access codes, or provide the Customer with an authenticating testing system or such other security system as it shall determine desirable in its sole discretion, from time to time.

Customer agrees to use such security systems as designed by the Bank in communicating all money transfer instructions directly to the Bank. Customer also agrees to keep any such security system in a confidential and secure manner and not permit access to such security system by any unauthorized person.

All transfer instructions using a security system designed by the bank shall be deemed to be transfer instructions from an Authorized Representative.

Bank may change, add, or delete any procedure established as part of this Agreement, from time to time, on notice to Customer. Changes to Exhibits proposed by Customer shall not be effective until they are received and accepted by the Bank.

10. VERIFICATION

Bank shall be entitled, at its discretion, to seek verification or authentication of any transfer or transfer-related instruction by contacting one of Customer's Verification Representatives listed on Exhibit A by telephone or by any other means set forth in any regulation or publications made available to Customer or otherwise deemed reasonable by Bank. If the Bank is unable to obtain any verification or authentication, then the Bank may, at its discretion, either effect or refuse the directions for transfer or transfer-related instructions. Bank will have no obligation to seek verification or authentication provided Bank has received a valid PIN from an Authorized Representative.

Bank will; however, perform such a verification or authentication on all transfer or transfer-related instructions received by the Customer for non-repetitive funds transfers. If Bank is unable to receive verification or authentication, then the Bank will refuse the direction for transfer or transfer-related instructions, and immediately notify the Customer of the refusal.

11. FEES AND EXPENSES

Customer agrees to pay all charges which Bank may impose for funds transfers and related acts. Such charges will be based on a bid submitted by the Bank to the Customer and shall be part of the overall Banking Agreement.

12. BANKING AGREEMENT

This Wire Transfer Agreement shall be incorporated into and become part of the overall Banking Agreement executed by the Customer and Bank. In the event of any conflict between the Banking Agreement and this Wire Transfer Agreement, the Banking Agreement will prevail.

13. STANDARD OF CARE; LIMITATION OF LIABILITY

Bank agrees to exercise reasonable care in execution of transfer instructions hereunder. Customer agrees that it shall promptly (a) examine each confirmation sent to Customer pursuant to Section 8, and (b) notify Bank of any loss of Customer or any error or omission of Customer or Bank in connection with or relating to the services contemplated by this Agreement. Such notification shall be communicated to the Bank at such telephone numbers as shall be provided to Customer from time to time, and shall be confirmed by Customer to Bank in writing within 3 business days after verbal notification.

If Customer is damaged by a loss of use of its funds resulting from Bank's failure to perform the services contemplated by this Agreement in accordance with the terms hereof, Bank's liability to Customer for such failure shall be limited to an adjustment of the compensating balance, or a reimbursement of interest calculated on the loss of use of funds. Adjustment to Customer will be based on the Effective Federal Funds rate for each day the error or delay of the use of its funds remains uncorrected.

Bank shall not be liable to Customer with respect to any loss or damage incurred by the Customer resulting from the Bank's failure to provide the services contemplated by this Agreement in accordance herewith:

(a) If such failure is due to either (i) circumstances or conditions beyond the Bank's reasonable control, including, but not limited to, errors, delays, or omissions by any Federal Reserve Bank, or any other agency used to execute such instructions, fire, work stoppage, civil disorder, war, natural disaster, or mechanical or electrical failure, or (ii) any incorrect use of the security provisions cited in this Agreement, or any unauthorized or fraudulent use of the security provisions cited in this Agreement by any person other than employees of the Bank; or

(b) If Customer fails to promptly notify Bank after discovery of such loss or damage or such failure of Bank; or

(c) If Customer fails to notify Bank of such loss or damage of Customer or such failure of Bank within 60 days after receipt of confirmation or periodic statement as indicated in Section 8 of this Agreement.

The Customer expects and the Bank agrees to use reasonable care in implementing a disaster recovery plan to avoid or minimize the time delays that may occur as a result of fire, work stoppages, civil disorder, natural disaster, or mechanical or electrical failure.

14. SEVERABILITY

If any provision contained in this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining provisions of this Agreement.

15. AMENDMENT

This Agreement may not be amended by Bank at any time by written notice to Customer. Any use of services provided hereunder after the date Customer receives notice of amendment shall constitute acceptance of the terms of said amendment.

16. TERMINATION

Either party may terminate this Agreement only by terminating the overall Banking Agreement in accordance with the terms contained in the Banking Agreement.

17. APPLICABLE LAW, BINDING EFFECT

This Agreement is subject to the provisions of all applicable laws and regulations of the state, of the Federal Reserve Bank, and of any other applicable provisions of Federal law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, and performance. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

BANK:

Authorized signature *John Rehberg*
Title President, Sugar Land Banking Center, Prosperity Bank
Date 02-12-09

CUSTOMER: FORT BEND COUNTY

Authorized signature *Robert Hebert*
Title Robert Hebert
County Judge
Date February 24, 2009

ATTEST:

Dianne Wilson
Dianne Wilson, Fort Bend County Clerk



Resolution Authorizing Execution of
Transfer of Funds (Wire Transfer) Agreements

From time to time, this corporation/bank (hereinafter referred to as "Company") orally/fax requests Prosperity Bank, P.O. Drawer G, El Campo, Texas 77437 (hereinafter referred to as "Bank") to transfer funds from account(s) at Bank to other account(s) at Bank or to other Banks for credit to persons/accounts designated by Company or from one Company account to another Company account in a manner that makes it inconvenient or impossible to execute the written authorizations, instructions, and releases required by Bank so that Bank may have standing instructions upon which to act pursuant to oral/fax requests for the transfer of funds.

NOW, THEREFORE BE IT RESOLVED, that the officer(s) of Company designated below

NAME	OFFICIAL TITLE
<u>Jeff Council</u>	<u>County Treasurer</u>
<u>Sue Brock</u>	<u>1st Assistant</u>
<u>Sandra Wendt</u>	<u>Accounting Clerk III</u>
<u>Robin Vrana</u>	<u>Admin. Assistant</u>

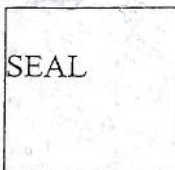
be, and they each hereby are, authorized and empowered to execute and deliver on behalf of Company, any and all written agreements as such person deems necessary or appropriate to enable Company to establish binding contractual relationships for honoring requests for the transfer of funds, including oral/fax requests, such agreements to contain such terms and provision as such person shall deem necessary or appropriate, and each of such persons is specifically authorized and empowered to name, appoint and authorize the persons who will effectuate transfer of funds on behalf of Company and to revoke such appointments and authorizations as such person in his discretion deems proper, and each of such persons in hereby further authorized and empowered for and on behalf of Company and in its name to do any and all acts necessary or appropriate to carry out the purposes of these resolutions: and

RESOLVED FURTHER, that the Secretary of Company is authorized and empowered, from time to time, and at any time, to certify to Bank(i) the fact that the foregoing resolutions have been duly adopted by the Board of Directors of Company and are in full force and effect and (ii) the names and the titles of the officers authorized to act pursuant to the foregoing resolutions, and to make such other and further certifications and to do any and all of the acts necessary or appropriate to carry out these resolutions.

Indemnification, Company agrees to indemnify, defend and hold the Banks(and the Controlled Disbursement Bank, if applicable), individually and collectively, their parent company, affiliates and subsidiaries, directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind, including without limitation, reasonable attorney's fees and court costs which result directly or indirectly, in whole or in part, from the Services.

I, the undersigned, COUNTY CLERK SECRETARY OF COUNTY CLERK FORT BEND COUNTY (herein referred to as "Company") do hereby certify that I am the custodian of records and the Minutes of the proceedings of the COMMISSIONERS COURT Board of Directors of Company; that on the 24 day of June, 20 08, there was a regular meeting of the COMMISSIONERS COURT Board of Directors of Company that was duly called in accordance with law and Bylaws of Company, that in said meeting certain resolutions authorizing designated persons to execute and deliver on behalf of Company and all agreements necessary to appropriate to effectuate wire transfer of funds were duly and legally adopted (the "Resolutions"); that a true and correct copy of the Resolutions is shown above; that the Resolution are presently in full force and effect until written notice of it's revocation shall be received by Bank's Wire Transfer Department (Domestic or International).

WITNESS my hand and seal of this Company, this 24 day of June, 20 08.



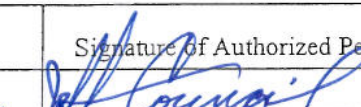
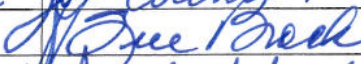


NAME: D. Wilson
TITLE: County Clerk

SCHEDULE A

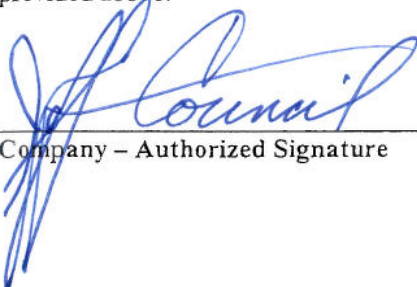
AUTHORIZED REPRESENTATIVES FOR INITIATED WIRE TRANSFERS

Customer Name: FBC Treasurer
 Address: P.O. Box 1202
 City/State/Zip: Richmond, TX 77406

Telephone #: 281-341-3765
 Key Contact Person: Sue Brock

Authorized Persons		Account Information		
Name	Signature of Authorized Person	Account #	Account #	Account #
Jeff Council				
Sue Brock				
Sandra Wendt				
Robin Kraus				

Company agrees to notify Prosperity Bank in writing of any additions, deletions or revisions in the authorizations provided above.



 Company - Authorized Signature

Jeff Council
Treasurer

 Name and Title

September 30, 2008

 Date

When completed mail to:
 Prosperity Bank
 80 Sugar Creek Center Blvd.
 Sugar Land, Texas 77478
 ATTN: Wire Dept.

**SCHEDULE B
CALL BACK OR CONFIRMATION AUTHORIZATION**

Customer Name: FBC Treasurer

Address: P.O. Box 1202

City/State/Zip: Richmond, Tx 77406

Phone 281-341-3765

Call Back Program - The following people are authorized to receive a call back from Prosperity Bank to validate wire transfer requests. Each authorized person will receive a PIN for verification purposes.


Name	Telephone Number	Account No.
<u>Sue Brock</u>	<u>281-341-3765</u>	<u>ALL</u>
<u>Sandra Wendt</u>	<u>281-341-3756</u>	<u>ALL</u>
<u>Robin Yrana</u>	<u>281-238-3225</u>	<u>ALL</u>
_____	_____	_____

===== **OR** =====
(Please choose either the Call Back OR Confirmation Program)

Confirmation Program - The following people are authorized to initiate email confirmations in order to validate wire transfer requests. Each authorized person will receive a pre-printed log that includes a series of randomly generated PINs to be used for email confirmations. Prosperity Bank's email address for wire verification is wiretransfer@prosperitybanktx.com

Name	Email Address	Account No.
<u>NIA</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Changes or deletions to the above must be received in writing and acknowledged by the Wire transfer Department.



Company - Authorized Signature

Jeff Council
Treasurer

Name and Title

9/30/08

Date

TAX OFFICE LOCK BOX

Tax Office Lock Box processing is currently handled by Prosperity Bank. As outlined in the scope of the bid, Prosperity Bank has the ability to provide same day processing of tax payments on a daily basis. Electronic images of all processed items can be available to the Customer for viewing the day following processing. Prosperity can continue to deliver all batching reports, envelopes, and non payment correspondence next day. Internet banking services will continue to be provided. Any issues requiring resolution and action will be addressed by a designated bank person. Prosperity Bank prides itself in providing timely solutions to situations requiring attention.

Requirements

- Prosperity can provide a Fort Bend County post office box address for payment submission
- Immediate credit on all funds will be granted to the Customer.
- Interest will be paid on the Tax Deposit account based on the TexPool rate. (Rate is to change on the first working day of each month and will be valid for the entire month.)
- Prosperity currently has two locations within 15 miles of the Richmond Tax Office. Late afternoon payments can be made up until 2:00 PM at the Pecan Grove location at 2035 FM 359 in Richmond. Payments can also be made up until 6:00 p.m. at the Sugar Land location at 14060 Southwest Freeway in Sugar Land.
- Customer will receive same day credit on all late afternoon deposits made prior to the times listed above.
- Prosperity offers Cash Management, whereby a County designated person would have access to view accounts and/or transfer funds between accounts. Authority limits and levels can be designated per user.
- Through the Prosperity Cash Management product, the Customer has access to Positive Pay, ACH, Wire Transfers and Importing ACH files.
- Prosperity can work with the Customer's designated 3rd party vendor to set up Merchant Services, which will allow the Customer to accept credit card payments.
- Change order requests can be provided to the Customer and delivered to the designated office per the change order request.
- Daily Prosperity will deliver no later than 9:00 AM all prior day business and balancing reports.
- Prosperity offers bank statement and images on CD rom monthly, as well as weekly all images processed through lockbox.

Prosperity Lock Box Department currently has 5 full time associates. During peak seasons, 2-5 additional personnel are contracted to meet the daily processing requirements.

Carol Hayes, Vice President, Lock Box Manager has 14 years of experience working with lockbox processing. Carol will serve as the immediate contact for the Customer.

The following references are provided per your request:

Current Clients:

Katy Independent School District
 Contact: David Piwonka 281-396-6100

First Colony Community Association
 Contact: Sharon James 281-634-9502
 Doug Pepping 281-634-9506

KRJ Management
 Contact: Maggie Bilski 713-783-4640

Former Clients:

Sienna Plantation
 Contact: Steve Ginsberg 281-778-3741

New Territory

Contact: Carole Zarate 281-565-0616

As the current Lock Box provider, Prosperity Bank is currently fulfilling the lockbox and image requirements that are outlined in the bid package. Pricing proposed reflects no price increase for the Lockbox Service for the next four year term.

Lock Box Service Pricing:*

January 2008				
#	Item	Per Item	Volume	Cost
1	Lockbox Coupon Processing:			
2	Coupons processed by SNB	\$ 0.22	42,017	\$ 9,243.74
3	Others to be processed by Ft Bend	\$ -	273	\$ -
4	Functions for Processing:			\$ -
5	Opening Mail	\$ 0.15	31,810	\$ 4,771.50
6	Returning all non-items from above	\$ 0.15	273	\$ 40.95
7	Electronic transmission of files daily	\$ 100.00	21	\$ 2,100.00
8	Post office box	\$ 100.00	-	\$ -
9	Daily courier service	\$ 30.00	21	\$ 630.00
10	CD Rom	\$ 5.00	1	\$ 5.00
11	Listing of ROM items	\$ 0.025	84,034	\$ 2,100.85
12	Return of empty envelopes	\$ 0.05	42,017	\$ 2,100.85
13	Coupons preparation	\$ 0.75	1,919	\$ 1,439.25
	Total			\$ 22,432.14
	Amount Deposited this period			\$ 137,888,890.52

* Lock Box services are to be offered in conjunction with the awarding of the Managing Bank bid package. Segregation of the Lock Box Services is acceptable should Prosperity Bank be awarded the Managing Depository and another institution was to be awarded the Lock Box bid.

Fort Bend County

Activity Description

No	Item	Volume	Per Item	Total Cost
1	FDIC Insurance charge	\$ 135,000,102	-	\$ -
2			-	\$ -
3	Deposited Items	84,875	0.10	\$ 8,487.50
4	Checking Account - Maintenance	121	13.00	\$ 1,573.00
5	Interim Statement		2.00	\$ -
6	DDA Debits	10,451	0.15	\$ 1,567.65
7	DDA Credits	3,714	0.30	\$ 1,114.20
8	Electronic Debit/Credit	793	0.10	\$ 79.30
9	Consumer 2 day credit	6,442	0.10	\$ 644.20
10	Zero Balance Service Master		10.00	\$ -
11	Zero Balance Service Sub		5.00	\$ -
12	Zero Balance Transfers (25 free per month)	1,504	2.00	\$ 2,958.00
13	Returned Items	98	4.00	\$ 392.00
14	Return Item Reclear	0	-	\$ -
15	Return Item ACH		2.50	\$ -
16	Return Item Notification-fax		0.50	\$ -
17	Return Item Notification-email		-	\$ -
18	Rejects up to 1% (deposit corr)		1.00	\$ -
19	Rejects greater 1% (deposit corr)		1.00	\$ -
20	Ledger Overdraft Charge		-	\$ -
21	Stop Payments - fax/phone (10 free per month)	45	10.00	\$ 350.00
22	Stop Payments - submitted via internet		-	\$ -
23	Account Inquiry		-	\$ -
24	Wire Transfer Incoming/Outgoing	6	5.00	\$ 30.00
25	Repetitive Wires Incoming/Outgoing		2.50	\$ -
26	Wire Transfer Initiated through Internet		-	\$ -
27	Incoming Wire Advice - Mail		-	\$ -
28	CD ROM Item	2,929	0.03	\$ 87.87
29	CD ROM Disk (10 free per month)	10	5.00	\$ -
30	Sort Recon. Maintenance		10.00	\$ -
31	Sort Recon. Items	10,451	0.03	\$ 313.53
32	Partial Items	0	0.03	\$ -
33	Reconconciliation Full Item	42	0.03	\$ 1.26
34	Recon. Output		-	\$ -
35	Recon. Transmission	0	10.00	\$ -
36	Current Day Detail Items	2,354	0.03	\$ 70.62
37	Account Maintenance	42	5.00	\$ 210.00
38	Cashier's Checks		-	\$ -
39	Check Photo Copy		1.00	\$ -
40	Security Account Maintenance		3.75	\$ -
41	Safekeeping Receipt	63	20.00	\$ 1,260.00
42	Disbursement Fee (Credit)	0	5.00	\$ -
43	Securities - Paydowns		5.00	\$ -
44	Securities - Matured		5.00	\$ -
45	Excess Collateral Fee		100.00	\$ -
	Total - Monthly			\$ 19,139.13
46	Money Wrappers		-	\$ -
47	Deposit Bags: (Locked)		20.00	\$ -
48	Deposit Bags: (Zippered)		5.00	\$ -
49	Endorsement Stamps		38.00	\$ -
50	Deposit Tickets (standard style) x 200	6	38.00	\$ 228.00
51	Deposit Bags "A"	0	0.50	\$ -
52	Deposit Bags "D"	0	0.60	\$ -
53	Clarke American- Check Order (per 200 checks)	0	38.00	\$ -
	GRAND TOTAL			\$ 19,367.13

FBC- Flood Control

Activity Description

No	Item	Volume	Per Item	Total Cost
1	FDIC Insurance charge	\$ 385,361	-	\$ -
2			-	\$ -
3	Deposited Items	0	0.10	\$ -
4	Checking Account - Maintenance	2	13.00	\$ 26.00
5	Interim Statement		2.00	\$ -
6	DDA Debits	0	0.15	\$ -
7	DDA Credits	0	0.30	\$ -
8	Electronic Debit/Credit	0	0.10	\$ -
9	Consumer 2 day credit	0	0.10	\$ -
10	Zero Balance Service Master		10.00	\$ -
11	Zero Balance Service Sub		5.00	\$ -
12	Zero Balance Transfers (25 free per month)	0	2.00	\$ -
13	Returned Items	0	4.00	\$ -
14	Return Item Reclear	0	-	\$ -
15	Return Item ACH		2.50	\$ -
16	Return Item Notification-fax		0.50	\$ -
17	Return Item Notification-email		-	\$ -
18	Rejects up to 1% (deposit corr)		1.00	\$ -
19	Rejects greater 1% (deposit corr)		1.00	\$ -
20	Ledger Overdraft Charge		-	\$ -
21	Stop Payments - fax/phone	0	10.00	\$ -
22	Stop Payments - submitted via internet		-	\$ -
23	Account Inquiry		-	\$ -
24	Wire Transfer Incoming/Outgoing	0	5.00	\$ -
25	Repetitive Wires Incoming/Outgoing		2.50	\$ -
26	Wire Transfer Initiated through Internet		-	\$ -
27	Incoming Wire Advice - Mail		-	\$ -
28	CD ROM Item	0	0.03	\$ -
29	CD ROM Disk	0	5.00	\$ -
30	Sort Recon. Maintenance	0	10.00	\$ -
31	Sort Recon. Items	0	0.03	\$ -
32	Partial Items	0	0.03	\$ -
33	Reconciliation Full Item	0	0.03	\$ -
34	Recon. Output	0	-	\$ -
35	Recon. Transmission	0	10.00	\$ -
36	Current Day Detail Items	0	0.03	\$ -
37	Account Maintenance	2	5.00	\$ 10.00
38	Cashier's Checks	0	-	\$ -
39	Check Photo Copy	0	1.00	\$ -
40	Security Account Maintenance	0	3.75	\$ -
41	Safekeeping Receipt	0	20.00	\$ -
42	Disbursement Fee (Credit)	0	5.00	\$ -
43	Securities - Paydowns	0	5.00	\$ -
44	Securities - Matured	0	5.00	\$ -
45	Excess Collateral Fee	0	100.00	\$ -
	Total - Monthly			\$ 36.00
46	Money Wrappers		-	\$ -
47	Deposit Bags: (Locked)		20.00	\$ -
48	Deposit Bags: (Zippered)		5.00	\$ -
49	Endorsement Stamps		38.00	\$ -
50	Deposit Tickets x 200	0	38.00	\$ -
51	Deposit Bags "A"	0	0.50	\$ -
52	Deposit Bags "D"	0	0.60	\$ -
53	Clarke American- Check Order (per 200 checks)	0	38.00	\$ -
	GRAND TOTAL			\$ 36.00

Prosperity Bank - Sample Invoice

FBC- Tollway

Activity Description

No	Item	Volume	Per Item	Total Cost
1	FDIC Insurance charge	\$ 4,297,792	-	\$ -
2			-	\$ -
3	Deposited Items	2	0.10	\$ 0.20
4	Checking Account - Maintenance	2	13.00	\$ 26.00
5	Interim Statement		2.00	\$ -
6	DDA Debits	2	0.15	\$ 0.30
7	DDA Credits	0	0.30	\$ -
8	Electronic Debit/Credit	0	0.10	\$ -
9	Consumer 2 day credit	0	0.10	\$ -
10	Zero Balance Service Master		10.00	\$ -
11	Zero Balance Service Sub		5.00	\$ -
12	Zero Balance Transfers (25 free per month)	0	2.00	\$ -
13	Returned Items	0	4.00	\$ -
14	Return Item Reclear	0	-	\$ -
15	Return Item ACH		2.50	\$ -
16	Return Item Notification-fax		0.50	\$ -
17	Return Item Notification-email		-	\$ -
18	Rejects up to 1% (deposit corr)		1.00	\$ -
19	Rejects greater 1% (deposit corr)		1.00	\$ -
20	Ledger Overdraft Charge		-	\$ -
21	Stop Payments - fax/phone (10 free per month)	0	10.00	\$ -
22	Stop Payments - submitted via internet		-	\$ -
23	Account Inquiry		-	\$ -
24	Wire Transfer Incoming/Outgoing	1	5.00	\$ 5.00
25	Repetitive Wires Incoming/Outgoing		2.50	\$ -
26	Wire Transfer Initiated through Internet		-	\$ -
27	Incoming Wire Advice - Mail		-	\$ -
28	CD ROM Item	0	0.03	\$ -
29	CD ROM Disk	0	5.00	\$ -
44	Partial Maintenance	1	-	\$ -
30	Sort Recon. Maintenance		10.00	\$ -
31	Sort Recon. Items	0	0.03	\$ -
32	Partial Items	0	0.03	\$ -
33	Reconconciliation Full Item	0	0.03	\$ -
34	Recon. Output		-	\$ -
35	Recon. Transmission	0	10.00	\$ -
36	Current Day Detail Items	0	0.03	\$ -
37	Account Maintenance	2	5.00	\$ 10.00
38	Cashier's Checks		-	\$ -
39	Check Photo Copy		1.00	\$ -
40	Security Account Maintenance		3.75	\$ -
41	Safekeeping Receipt	0	20.00	\$ -
42	Disbursement Fee (Credit)	0	5.00	\$ -
43	Securities - Paydowns		5.00	\$ -
44	Securities - Matured		5.00	\$ -
45	Excess Collateral Fee		100.00	\$ -
	Total - Monthly			\$ 41.50
46	Money Wrappers		-	\$ -
47	Deposit Bags: (Locked)	0	20.00	\$ -
48	Deposit Bags: (Zippered)	0	5.00	\$ -
49	Endorsement Stamps	0	38.00	\$ -
50	Deposit Tickets x 200	0	38.00	\$ -
51	Deposit Bags "A"	0	0.50	\$ -
52	Deposit Bags "D"	0	0.60	\$ -
53	Clarke American- Check Order (per 200 checks)	0	38.00	\$ -
	GRAND TOTAL			\$ 41.50

January 2008			1	2	3	4	5
FORT BEND COUNTY			Debits	Credits	ACH	Transit Items	Monthly Charge
No	Account Title	Account No					
1	PAYROLL	2207017					
2	ACCOUNTS PAYABLE	2207025					
3	REGISTRY	2207036					
4	COUNTY CLERK	2207041					
5	CASH BOND	2207058					
6	LEGALEASE	2207298					
7	DISTRICT CLERK REGISTRY	2207314					
8	DISTRICT CLERK CASH BOND	2207322					
9	DISTRICT CLERK LEGALEASE	2207330					
10	SHERIFF INMATE PROPERTY	2207348					
11	FBC COMMUNITY SUPERVISION - CORRECTIONS	2207355					
12	FBC COMMUNITY SUPERVISION - PRETRIAL	2207363					
13	FBC COMMUNITY SUPERVISION - RESTITUTION	2207371					
14	FEE OFFICER'S ACCOUNT	2207389					
15	CHILD SUPPORT	2207397					
16	CHILD SUPPORT TRUST FUND	2207405					
17	FBC NARCOTICS TASK FORCE	2207413					
18	SHERIFFS PENDING FORFEITURES	2207421					
19	DISTRICT ATTORNEY PENDING	2207447					
20	ROSENBERG PENDING FORFEITURES	2207462					
21	CITY OF HOUSTON PENDING	2207470					
22	TREASURERS ACCOUNT	2207488					
23	JURY CHECK ACCOUNT	2207496					
24	EMPLOYEE BENEFITS	2207520					
25	SURFACE WATER SUPPLY CORP	2207538					
26	WORKERS COMP-GALLAGHER	2207553					
27	PARKWAY	2207579					
28	INVESTMENT ACCOUNT	2207587					
29	FB JUVENILE PROBATION DEPT	2207595					
30	FBC SHERIFFS OFFICE INMATE COMMISSARY	2207694					
31	FB SHERIFF EXPENSE ACCOUNT	2207702					
32	FBC NARCOTICS TASK FORCE PENDING FOR	2207728					
33	DISTRICT ATTORNEY WORTHLESS	2207736					
34	JUVENILE INMATE PROPERTY	2215077					
35	BOON-CHAPMAN DENTAL	2215085					
36	BOON-CHAPMAN MEDICAL	2215093					
37	BOON-CHAPMAN 125 EMPLOYEE	2215101					
38	DEBT SERVICES	2216536					
39	DISTRICT CLERK EPAY	2247641					
40	COUNTY CLERK EPAY	2250074					
41	EMS CREDIT CARD PROCESSING	2250451					
42	OPERATING ACCOUNT	2268993					
43	SIT ESCROW	2289759					
44	HIGHWAY ACCOUNT	2289767					
45	BEER & LIQUOR	2289775					
46	TAX ACCOUNT	2289783					
47	TRISTAR WORKERS COMP	2295483					
48	HIGHWAY CREDIT CARD ACCOUNT	2297901					
49	TAX OFFICE CREDIT CARD ACCT	2297919					
50	TAX CC REFUND	2301836					
51	JP CC PROCESSING	2302693					
52	DC- E FILING	2322915					
53	FBC RETIREE INSURANCE	2323079					
54	163/FBC GATES FOUNDATION GRANT	2334480					
ACCOUNTS FROM LOGIC							
COMPONENT TOTALS			10451	3714	793	84875	121
CHARGE PER ITEM			\$ 0.15	\$ 0.30	\$ 0.10	\$ 0.10	\$ 13.00

January 2008		6	7	8	9	10	11
FORT BEND COUNTY		Return	ReRun	Wires	Outstand	Paid	Trans
No	Account Title	Items	Returns		Recon	Recon	Recon
1	PAYROLL						
2	ACCOUNTS PAYABLE						
3	REGISTRY						
4	COUNTY CLERK						
5	CASH BOND						
6	LEGALEASE						
7	DISTRICT CLERK REGISTRY						
8	DISTRICT CLERK CASH BOND						
9	DISTRICT CLERK LEGALEASE						
10	SHERIFF INMATE PROPERTY						
11	FBC COMMUNITY SUPERVISION - CORRECTIONS						
12	FBC COMMUNITY SUPERVISION - PRETRIAL						
13	FBC COMMUNITY SUPERVISION - RESTITUTION						
14	FEE OFFICER'S ACCOUNT						
15	CHILD SUPPORT						
16	CHILD SUPPORT TRUST FUND						
17	FBC NARCOTICS TASK FORCE						
18	SHERIFFS PENDING FORFEITURES						
19	DISTRICT ATTORNEY-PENDING						
20	ROSENBERG PENDING FORFEITURES						
21	CITY OF HOUSTON PENDING						
22	TREASURERS ACCOUNT						
23	JURY CHECK ACCOUNT						
24	EMPLOYEE BENEFITS						
25	SURFACE WATER SUPPLY CORP						
26	WORKERS COMP-GALLAGHER						
27	PARKWAY						
28	INVESTMENT ACCOUNT						
29	FB JUVENILE PROBATION DEPT						
30	FBC SHERIFFS OFFICE INMATE COMMISSARY						
31	FB SHERIFF EXPENSE ACCOUNT						
32	FBC NARCOTICS TASK FORCE PENDING FOR						
33	DISTRICT ATTORNEY WORTHLESS						
34	JUVENILE INMATE PROPERTY						
35	BOON-CHAPMAN DENTAL						
36	BOON-CHAPMAN MEDICAL						
37	BOON-CHAPMAN 125 EMPLOYEE						
38	DEBT SERVICES						
39	DISTRICT CLERK EPAY						
40	COUNTY CLERK EPAY						
41	EMS CREDIT CARD PROCESSING						
42	OPERATING ACCOUNT						
43	SIT ESCROW						
44	HIGHWAY ACCOUNT						
45	BEER & LIQUOR						
46	TAX ACCOUNT						
47	TRISTAR WORKERS COMP						
48	HIGHWAY CREDIT CARD ACCOUNT						
49	TAX OFFICE CREDIT CARD ACCT						
50	TAX CC REFUND						
51	JP CC PROCESSING						
52	DC- E FILING						
53	FBC RETIREE INSURANCE						
54	163/FBC GATES FOUNDATION GRANT						
ACCOUNTS FROM LOGIC							
COMPONENT TOTALS		98	0	6	0	10451	42
CHARGE PER ITEM		\$ 4.00	n/c	\$ 5.00	\$ 0.03	\$ 0.03	\$ 0.03

January 2008		12	13	14	15	16	17
FORT BEND COUNTY		Cash Man	Cash Man	ACH	ROM	CD	ROM
No	Account Title	Maint	Items	Dir. Dep	Group	ROMs	Items
1	PAYROLL						
2	ACCOUNTS PAYABLE						
3	REGISTRY						
4	COUNTY CLERK						
5	CASH BOND						
6	LEGALEASE						
7	DISTRICT CLERK REGISTRY						
8	DISTRICT CLERK CASH BOND						
9	DISTRICT CLERK LEGALEASE						
10	SHERIFF INMATE PROPERTY						
11	FBC COMMUNITY SUPERVISION - CORRECTIONS						
12	FBC COMMUNITY SUPERVISION - PRETRIAL						
13	FBC COMMUNITY SUPERVISION - RESTITUTION						
14	FEE OFFICER'S ACCOUNT						
15	CHILD SUPPORT						
16	CHILD SUPPORT TRUST FUND						
17	FBC NARCOTICS TASK FORCE						
18	SHERIFFS PENDING FORFEITURES						
19	DISTRICT ATTORNEY PENDING						
20	ROSENBERG PENDING FORFEITURES						
21	CITY OF HOUSTON PENDING						
22	TREASURERS ACCOUNT						
23	JURY CHECK ACCOUNT						
24	EMPLOYEE BENEFITS						
25	SURFACE WATER SUPPLY CORP						
26	WORKERS COMP-GALLAGHER						
27	PARKWAY						
28	INVESTMENT ACCOUNT						
29	FB JUVENILE PROBATION DEPT						
30	FBC SHERIFFS OFFICE INMATE COMMISSARY						
31	FB SHERIFF EXPENSE ACCOUNT						
32	FBC NARCOTICS TASK FORCE PENDING FOR						
33	DISTRICT ATTORNEY WORTHLESS						
34	JUVENILE INMATE PROPERTY						
35	BOON-CHAPMAN DENTAL						
36	BOON-CHAPMAN MEDICAL						
37	BOON-CHAPMAN 125 EMPLOYEE						
38	DEBT SERVICES						
39	DISTRICT CLERK EPAY						
40	COUNTY CLERK EPAY						
41	EMS CREDIT CARD PROCESSING						
42	OPERATING ACCOUNT						
43	SIT ESCROW						
44	HIGHWAY ACCOUNT						
45	BEER & LIQUOR						
46	TAX ACCOUNT						
47	TRISTAR WORKERS COMP						
48	HIGHWAY CREDIT CARD ACCOUNT						
49	TAX OFFICE CREDIT CARD ACCT						
50	TAX CC REFUND						
51	JP CC PROCESSING						
52	DC- E FILING						
53	FBC RETIREE INSURANCE						
54	163/FBC GATES FOUNDATION GRANT						
ACCOUNTS FROM LOGIC							
COMPONENT TOTALS		42	2354	6442	N/A	10	2929
CHARGE PER ITEM		\$ 5.00	\$ 0.03	\$ 0.10	FTP	\$ 5.00	\$ 0.03

January 2008		18	19	20	
FORT BEND COUNTY			Stop	Security	Total
No	Account Title	Transfers	Payments	Misc.	Charges
1	PAYROLL				
2	ACCOUNTS PAYABLE				
3	REGISTRY				
4	COUNTY CLERK				
5	CASH BOND				
6	LEGALEASE				
7	DISTRICT CLERK REGISTRY				
8	DISTRICT CLERK CASH BOND				
9	DISTRICT CLERK LEGALEASE				
10	SHERIFF INMATE PROPERTY				
11	FBC COMMUNITY SUPERVISION - CORRECTIONS				
12	FBC COMMUNITY SUPERVISION - PRETRIAL				
13	FBC COMMUNITY SUPERVISION - RESTITUTION				
14	FEE OFFICER'S ACCOUNT				
15	CHILD SUPPORT				
16	CHILD SUPPORT TRUST FUND				
17	FBC NARCOTICS TASK FORCE				
18	SHERIFFS PENDING FORFEITURES				
19	DISTRICT ATTORNEY PENDING				
20	ROSENBERG PENDING FORFEITURES				
21	CITY OF HOUSTON PENDING				
22	TREASURERS ACCOUNT				
23	JURY CHECK ACCOUNT				
24	EMPLOYEE BENEFITS				
25	SURFACE WATER SUPPLY CORP				
26	WORKERS COMP-GALLAGHER				
27	PARKWAY				
28	INVESTMENT ACCOUNT				
29	FB JUVENILE PROBATION DEPT				
30	FBC SHERIFFS OFFICE INMATE COMMISSARY				
31	FB SHERIFF EXPENSE ACCOUNT				
32	FBC NARCOTICS TASK FORCE PENDING FOR				
33	DISTRICT ATTORNEY WORTHLESS				
34	JUVENILE INMATE PROPERTY				
35	BOON-CHAPMAN DENTAL				
36	BOON-CHAPMAN MEDICAL				
37	BOON-CHAPMAN 125 EMPLOYEE				
38	DEBT SERVICES				
39	DISTRICT CLERK EPAY				
40	COUNTY CLERK EPAY				
41	EMS CREDIT CARD PROCESSING				
42	OPERATING ACCOUNT				
43	SIT ESCROW				
44	HIGHWAY ACCOUNT				
45	BEER & LIQUOR				
46	TAX ACCOUNT				
47	TRISTAR WORKERS COMP				
48	HIGHWAY CREDIT CARD ACCOUNT				
49	TAX OFFICE CREDIT CARD ACCT				
50	TAX CC REFUND				
51	JP CC PROCESSING				
52	DC- E FILING				
53	FBC RETIREE INSURANCE				
54	163/FBC GATES FOUNDATION GRANT				
ACCOUNTS FROM LOGIC					
COMPONENT-TOTALS		1504	45	63	
CHARGE PER ITEM		\$ 2.00	\$ 10.00	\$ 20.00	



PROSPERITY BANK®

Bank Contacts

Sugar Land Banking Center

Dan Agnew, President Ft Bend County Banking Centers	281.269.7253
John Rebeles, President	281.269.7240
Jennifer Gortney, Vice President	281.269.7230
Laura Turner, Banking Officer	281.269.7254
Inez Mendez, Assistant Vice President	281.269.7124
Debbie Lowe, Teller Supervisor	281.269.7143
Carol Hayes, Vice President, Lock Box Manager	281.269.7291

REPORT OF CONDITION

Consolidating domestic subsidiaries of

Prosperity Bank

in the state of TX at close of business on March 31, 2008

published in response to call made by (Enter additional information below)

Statement of Resources and Liabilities

Dollar Amounts in Thousands

ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	159,585
Interest-bearing balances	200
Securities:	
Held-to-maturity securities	1,833,934
Available-for-sale securities	252,448
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	32,068
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	6,984
Loans and leases, net of unearned income	3,154,643
LESS: Allowance for loan and lease losses	32,067
Loans and leases, net of unearned income and allowance	3,122,576
Trading Assets	0
Premises and fixed assets (including capitalized leases)	123,748
Other real estate owned	11,612
Investments in unconsolidated subsidiaries and associated companies	0
Intangible assets:	
Goodwill	765,030
Other intangible assets	43,577
Other assets	104,645
Total assets	6,456,407

REPORT OF CONDITION (Continued)

LIABILITIES

Dollar Amounts in Thousands

Deposits:

In domestic offices		4,998,908
Noninterest-bearing	1,252,812	
Interest-bearing	3,746,096	
Federal funds purchased and securities sold under agreements to repurchase:		0
Federal funds purchased		70,942
Securities sold under agreements to repurchase		0
Trading liabilities		125,360
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)		0
Subordinated notes and debentures		67,061
Other liabilities		5,262,271
Total liabilities		0
Minority interest in consolidated subsidiaries		0

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		520
Surplus (exclude all surplus related to preferred stock)		888,568
Retained earnings		302,511
Accumulated other comprehensive income		2,537
Other equity capital components		0
Total equity capital		1,194,136
Total liabilities, minority interest, and equity capital		6,456,407

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Director #1

Director #2

Director #3

I, Michael Harris, EVP/Cashier

(Name, Title)

of the above named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

FORT BEND COUNTY TREASURY DEPARTMENT

ANTI-COLLUSION AGREEMENT

John Rebeles Jr. DO HEREBY CERTIFY AND AFFIRM THAT THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT:

Neither I nor my bank has entered into any agreement, contract, and arrangement or understanding with any Fort Bend County Treasury employee that in any manner would defraud the Treasury of Fort Bend County;

Neither my bank nor I have entered into any agreement with any person that would conspire to affect Fort Bend County Treasury trades or rates;

Neither I nor my bank has offered to give, nor intend to give at any time hereafter any economic opportunity, future economic opportunity, special discount, gratuity, loan or service to any employee(s) in connection with my business relationship with the Fort Bend County Treasury;

Neither my bank nor I have utilized any information obtained in whole or in part as a result of my business relationship with the Fort Bend County Treasury for personal economic gain or for the benefit of others.



Broker

Sept. 30, 2008

Date



Witness

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION OF BUSINESS ORGANIZATION

This certification is executed on behalf of Fort Bend County (the Investor) and Prosperity Bank (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

- ◆ The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Section 002 of the Texas Government Code and
- ◆ The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and
- ◆ The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to prevent investment transactions conducted between the Business Organization and the Investor that are not authorized by the County's investment policy, except to the extent that this authorization is reliant on an audit of the makeup of the County's entire portfolio or requires a clarification of basic investment standards.

Qualified Representative of the Business Organization

Name: John Delella
Title: President, Sugar Land Banking Center
Date: Sept. 30, 2008

**RESOLUTION FOR
DEPOSITORY BID CONTRACT**

On a motion made by Dan Agnew , and seconded by
 Tim Timanus , the following resolution was passed:

****BE IT RESOLVED**, that the Senior Loan Committee of Prosperity Bank does hereby approve the Bank Depository Contract with Fort Bend County, which requires the pledging of acceptable securities, at 110% of market value for all funds on deposit during the contract.

This is to certify that on Feb. 5th , 2009, the Senior Loan Committee of Prosperity Bank, did adopt the above Resolution to be effective on October 1, 2008. This is a true and correct copy of the Resolution that was so adopted.

ATTEST:



SIGNATURE AND TITLE
(CHAIRMAN OF THE SENIOR LOAN COMMITTEE and
CHIEF LENDING OFFICER)



SIGNATURE AND TITLE
(SECRETARY OF THE SENIOR LOAN COMMITTEE)