

SPECIMEN BOND

REGISTERED
NO. _____

REGISTERED
\$ _____

United States of America
State of Texas
FORT BEND COUNTY, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2017A

| | | | |
|----------------|----------------|------------------|-----------|
| Interest Rate: | Dated Date: | Stated Maturity: | CUSIP NO: |
| | August 1, 2017 | | |

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

Fort Bend County, Texas (hereinafter together with its successors referred to as the "*Issuer*"), a government subdivision duly organized and existing under and by virtue of the laws of the State of Texas, for value received, hereby promises to pay, but solely to and from the extent of the sources described herein, to the Registered Owner specified above or registered assigns, on the Stated Maturity specified above, the Principal Amount specified above, and to pay interest thereon to the Person herein specified from the Delivery Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until such principal is paid or duly provided for on or after such Stated Maturity or any earlier Redemption Date, semiannually on March 1 and September 1 in each year commencing March 1, 2018, at the per annum Interest Rate specified above, computed on the basis of a 360-day year of twelve 30-day months and, except as otherwise permitted by the Order hereinafter referred to, to make the payments to the United States of America in the amounts and on the date therein described when due. Principal of this Certificate is payable at its Stated Maturity to the Registered Owner hereof, upon presentation and surrender, at the principal payment office of the Paying Agent executing the Registration Certificate of Paying Agent appearing hereon, which shall initially be Wells Fargo Bank, N.A., or its successor in its designated place of payment, initially Minneapolis, Minnesota (the "*Place of Payment*").

The interest so payable on, and paid or duly provided for on or within 10 days after, any Interest Payment Date will be paid to the Person in whose name this Certificate (or one or more Predecessor Certificates evidencing the same debt) is registered at the close of business on the Regular Record Date for such interest, which is the 15th day (whether or not a business day) of the calendar month next

SPECIMEN BOND

preceding such Interest Payment Date. Any such interest not so paid or duly provided for ceases to be payable to the Person in whose name such Certificate is registered on such Regular Record Date, and shall be paid to the Person in whose name this Certificate (or one or more Predecessor Certificates) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice whereof being sent to the Holders of the Certificates not less than five business days prior to the Special Record Date. All such interest is payable at the Place of Payment. Such interest is payable (1) by check or draft mailed to the address of the Holder as the same appears on the Security Register of the Issuer kept by the Paying Agent, as Registrar, or (2) in accordance with other customary arrangements acceptable to the Paying Agent made by the Holder. The principal or Redemption Price of this Certificate is payable at the Place of Payment upon presentation and surrender of this Certificate. All such payments must be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

If the specified date for any such payment is a Saturday, Sunday, or legal holiday or equivalent (other than a moratorium) for banking institutions generally in the city in which the Place of Payment is located, such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment.

This Certificate is one of the series specified in its title issued pursuant to an Order adopted by the governing body of the Issuer (the "*Order*"), to pay contractual obligations of the Issuer incurred for the acquisition, construction, and improvement of road facilities; and the cost of professional services incurred in connection therewith, and to pay the issuance costs of the Certificates, under and in strict conformity with the laws of the State of Texas, particularly Texas Local Government Code Chapter 271, Subchapter C.

The Certificates with a Stated Maturity on or after March 1, 2027, may be redeemed at the option of the Issuer, on notice mailed to the Holders thereof not less than 30 days prior to the Redemption Date as provided in the Order, as a whole or from time to time in part in integral multiples of \$5,000 principal on any date prior to their Stated Maturity, but not before March 1, 2026, upon payment of the Redemption Price, which is the principal amount thereof together with interest, if any, accrued from the most recent Interest Payment Date to the Redemption Date.

Certificates of a denomination larger than \$5,000 may be redeemed in part (in, and leaving unredeemed, an authorized denomination) and upon any partial redemption of any such Certificate the same must be surrendered in exchange for one or more new Certificates of the same Stated Maturity in authorized

SPECIMEN BOND

denominations for the unredeemed portion of principal. Certificates (or portions thereof) for whose redemption and payment provision is made in accordance with the Order cease to bear interest from and after the Redemption Date.

Notice of any redemption shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

If this Certificate (or any portion of the principal sum hereof) has been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) is due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent, interest ceases to accrue and to be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the Issuer, within the limitations prescribed by law, and are further payable from and secured by a lien on and subordinate pledge of the Net Revenues derived from the administration of prisoner housing contracts in the Issuer's jail system (the "System") as identified and defined in the Order. In the Order, the Issuer reserves and retains the right to issue additional obligations prior and superior in right to, on a parity with, or subordinate to the Certificates with respect to the lien on Net Revenues, and the Certificates are issued subordinate to the pledge of Net Revenues to the Issuer's other outstanding Prior Obligations.

Reference is hereby made to the Order, copies of which are on file in the principal corporate trust office of the Paying Agent, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holder; the rights; duties, and obligations of the Issuer and the Paying Agent; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the

SPECIMEN BOND

other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

The Order permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Certificates under the Order at any time by the Issuer with the consent of the Holders of a majority in aggregate principal amount of such Certificates at the time outstanding affected by such modification. Any such consent by the Holders of this Certificate or any Predecessor Certificate herefor evidencing the same debt is conclusive and binding upon such Holder and all future Holders of this Certificate and of any Certificate issued upon the transfer or in lieu hereof or in exchange herefor, whether or not notation of such consent is made upon this Certificate.

As provided in the Order and subject to certain limitations therein set forth, this Certificate is transferable on the Security Register of the Issuer, upon surrender of this Certificate for transfer to the Paying Agent at the Place of Payment, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent duly executed by, the registered Holder hereof or its attorney duly authorized in writing, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Certificates are issuable as fully registered Certificates in denominations of principal, equal to \$5,000 and any integral multiple thereof. Upon surrender of this Certificate for exchange to the Paying Agent at the Place of Payment, and subject to certain limitations set forth in the Order, one or more new fully registered Certificates of the same Stated Maturity, of designated authorized denominations, and for the same aggregate principal amount will be issued to the registered Holder of this Certificate.

No service charge may be made for any transfer or exchange hereinabove referred to, but the Issuer or the Paying Agent may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Issuer, the Paying Agent, and any agent of either of them may treat the Person in whose name this Certificate is registered as the Holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Certificate be overdue, and none of the Issuer, the Paying Agent, and any such agent is affected by notice to the contrary.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of

SPECIMEN BOND

this Certificate in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Certificates does not exceed any constitutional or statutory limitation. In case any provision in this Certificate or any application thereof is deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications is not in any way affected or impaired thereby. The terms and provisions of this Certificate and the Order are to be construed in accordance with and governed by the laws of the State of Texas.

Unless either a Registration Certificate hereon has been executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent or by the Paying Agent, respectively, by manual signature, this Certificate shall not be entitled to any benefit under the Order or be valid or obligatory for any purpose.

SPECIMEN BOND

IN WITNESS WHEREOF, the County has caused its corporate seal to be impressed or placed in facsimile hereon and has in the Order directed this certificate to be signed by the County Judge and countersigned by the County Clerk by their printed facsimile signatures.

FORT BEND COUNTY, TEXAS

By: _____
County Judge

ATTEST:

County Clerk
(COUNTY SEAL)

SPECIMEN BOND

CERTIFICATE OF PAYING AGENT*

This Certificate has been duly issued under the provisions of the within-mentioned Order; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent.

WELLS FARGO BANK, N.A.,
as Paying Agent

By: _____
Authorized Officer

*** Note to Printer: Not to appear on initial Certificates**

SPECIMEN BOND

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.