

FORT BEND COUNTY, TEXAS
\$58,785,000
UNLIMITED TAX ROAD AND REFUNDING BONDS
SERIES 2018

BOND PURCHASE AGREEMENT

January 23, 2018

Fort Bend County, Texas
c/o Fort Bend County Commissioners Court
301 Jackson Street
Richmond, Texas 77469

Ladies and Gentlemen:

The undersigned, Siebert Cisneros Shank & Co., L.L.C. (the "Representative"), acting on its own behalf and on behalf of the other underwriters listed on **Schedule I** hereto (collectively, the "Underwriters"), and not acting as a fiduciary or agent for Fort Bend County, Texas (the "Issuer"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the Issuer with respect to its \$58,785,000 Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds, Series 2018 (the "Bonds"), which, upon acceptance of this offer by the Issuer, shall be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on the date set out above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. The Underwriters have authorized the Representative to execute this Agreement and act on their behalf with respect to matters described in this Agreement. Terms used herein, unless otherwise defined, have the meanings set forth in the Order (as defined herein) to be adopted on the date of sale of the Bonds which will authorize the issuance of the Bonds, except as otherwise indicated herein.

1. **Background and Purpose.**

(a) The Bonds are being issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including, particularly, Chapters 1201 and 1471, Texas Government Code (the "Act"), an election held within Fort Bend County, Texas (the "County") on November 5, 2013, and an order (the "Order") adopted by the Commissioners Court (the "Governing Body") of the Issuer on the date hereof.

(b) The Bonds are being issued (i) for the construction, purchase, maintenance and operation of macadamized, graveled and paved roads and turnpikes, (ii) to refund and defease certain obligations of the County described in Schedule I to the Official Statement (as herein defined) and (iii) to pay the costs of issuance of the Bonds.

(c) The Bonds are direct obligations of the County, payable from a continuing ad valorem tax levied on all taxable property within the County, without legal limit as to rate or amount.

2. **Purchase and Sale of the Bonds.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Bonds. The Issuer acknowledges that in connection with the purchase and sale of the Bonds pursuant to this Agreement and the offering of the Bonds for sale and the discussions and negotiations relating to the terms of the Bonds set forth in this Agreement: (a) the primary role of the Underwriters, as underwriters, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer, (b) the Underwriters are acting solely as principals for their own account and are not agents of or advisors to, and owe no fiduciary duties to, the Issuer or any other person, (c) the Underwriters' duties and obligations to the Issuer shall be limited to those contractual duties and obligations set forth in this Agreement, (d) the Underwriters may have interests that differ from those of the Issuer and the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (e) the Underwriters have provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), which have been received by the Issuer.

The Bonds shall be issued in the principal amounts, shall have the maturities, shall be subject to the redemption provisions (if any) and shall bear interest at the interest rates per annum as set forth on **Schedule II** hereto.

The purchase price for the Bonds shall be \$65,804,822.43 (representing the original principal amount of the Bonds, plus an original premium of \$7,313,674.85, and less an underwriters' discount of \$293,852.42).

Delivered to the Issuer herewith is a corporate check of the Representative payable to the order of the Issuer in the amount of one percent of the par amount of the Bonds. Such check is a "Good Faith" check for the Bonds, and such check may be applied toward any obligation of the Underwriters owing as a result of the failure of the Underwriters to accept delivery of the Bonds as provided herein. The Issuer agrees to hold such check uncashed until the Closing (as defined herein) to ensure the performance by the Underwriters of their obligation to purchase, accept delivery of and pay for the Bonds at the Closing. Concurrently with the payment by the Underwriters of the purchase price of the Bonds, the Issuer shall return such check to the Representative. If the Issuer fails to deliver the Bonds at the Closing, or if the Issuer is unable to satisfy the conditions to the obligations of the Underwriters to purchase, accept delivery of and

pay for the Bonds, as set forth in this Agreement (unless waived by the Representative), or if such obligations of the Underwriters are terminated for any reason permitted by this Agreement, such check shall immediately be returned to the Representative. In the event the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, the Issuer shall become entitled to cash or negotiate such check, and the proceeds thereof shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters and for any defaults hereunder on the part of the Underwriters. Acceptance of such check by the Issuer shall constitute a full release and discharge of all claims and damages for such failure and/or any and all such defaults, and the Issuer shall have no further action for damages, specific performance, or any other legal or equitable relief against the Underwriters. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this Agreement shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters. The Representative hereby agrees not to stop payment on said check, or cause payment on said check to be stopped, unless the Issuer has breached any of the terms of this Agreement.

3. **Establishment of Issue Price.**

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in such form as may be appropriate or necessary, in the reasonable judgement of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in **Exhibit A** attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which securities of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in **Exhibit A** attached hereto, except as otherwise set forth therein. **Exhibit A** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test

has not been satisfied and for which the Issuer and the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriters will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language

obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Securities to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to the Underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. **Public Offering.** The Underwriters intend to make a bona fide public offering of all the Bonds at prices not in excess of the initial offering prices set forth in the Official Statement; provided, however, that the Underwriters may change such initial offering prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions (including dealers depositing the Bonds

into investment trusts) at prices lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

5. The Official Statement.

(a) The Issuer previously has delivered or caused to be delivered copies of the Preliminary Official Statement dated January 11, 2018, relating to the Bonds (the "Preliminary Official Statement"), to the Underwriters in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 ("Rule G-32"). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (1) dated the date of this Agreement, (2) a final official statement within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "Rule"), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof with only such changes as have been approved in advance by the Representative and (4) in both a "designated electronic format" consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "Official Statement." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic format, as described above) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was "deemed final" by the Issuer as of its date for purposes of the Rule, except for the omission of such information that is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer represents that it has reviewed and approved the information in the Official Statement and the Issuer hereby authorizes the distribution and use of the Official Statement, and the information therein contained, by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than seven (7) business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format

in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement, as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or in any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC") or its book-entry-only system or with respect to the information provided by the Underwriters and contained in "OTHER INFORMATION - Underwriting" of the Preliminary Official Statement and the Official Statement. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Market Access ("EMMA") system on or before the date of the Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

(f) To the knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as disclosed in the Official Statement, during the last five years the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

6. **Representations**, Warranties and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is duly created, organized and existing as a body politic and corporate and political subdivision of the State under the Constitution and laws of the State. The Issuer is authorized to (i) issue the Bonds; (ii) pay the costs of issuance related thereto; and (iii) secure the Bonds in the manner described in the Order.

(b) The Issuer has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority to: (i) enter into, execute and deliver this Agreement and the Order, and all documents required hereunder and thereunder to be executed and delivered by the Issuer, and adopt the Order (this Agreement, the Order, the Escrow Agreement (as defined herein) and the Undertaking are hereinafter referred to as the "Issuer Documents"); (ii) sell, issue and deliver the Bonds to the Underwriters as provided herein; and (iii) carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transaction.

(c) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized (i) the adoption of the Order and the issuance and sale of the Bonds on the terms set forth herein; (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents; (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriters in connection with the public offering of the Bonds; and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to and consummate the transactions described herein and in the Official Statement.

(d) This Agreement, when duly executed and delivered by the Representative, constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity that permit the exercise of discretion; the other Issuer Documents, when duly executed and delivered by the other parties thereto, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws and principles

of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity that permit the exercise of discretion; the Bonds, when issued, delivered and paid for, in accordance with this Agreement, will constitute legal, valid and binding special obligations of the Issuer and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity that permit the exercise of discretion; upon the issuance, authentication and delivery of the Bonds as aforesaid.

(e) To its knowledge, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or the Issuer Documents or other instrument to which the Issuer is a party relating to the payment of the Bonds, and no event that would have a material and adverse effect upon the collection of ad valorem taxes has occurred and is continuing that constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Order and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which the ad valorem taxes are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon such ad valorem taxes, except as provided by the Bonds and the Order.

(f) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters that are required for the due authorization, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Issuer Documents, the issuance of the Bonds or the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained or will be obtained prior to the Closing, except for the approval of the Bonds by the Attorney General of the State of Texas and the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas. The Issuer makes no representation or warranty as to any state securities laws or Blue Sky law except that the Issuer will cooperate with the Underwriters at their written request and expense as set forth in paragraph (m) of this Section 6.

(g) The Bonds conform to the descriptions thereof contained in the Official Statement under the captions "THE BONDS"; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption "PLAN OF FINANCING" and the Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION."

(h) Except to the extent disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (i) affecting the existence of the Issuer or the titles of its officers to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, the collection of the ad valorem taxes to provide for the payment of principal of and interest on the Bonds pursuant to the Order; (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents; (iv) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes; (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (vi) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Order or the execution and delivery of the Issuer Documents, nor, to the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents.

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Order.

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request, at no expense to the Issuer, (i) to (A) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United

States as the Underwriters may designate and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(n) The financial statements of, and other financial information regarding, the Issuer and the Authority in the Official Statement fairly present the financial position and results of the Issuer and the Authority as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer or the Authority since the dates of such information. Prior to the Closing, the Issuer will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer.

(o) Reserved.

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(q) The Issuer covenants that between the date hereof and the Closing it will take no actions that will cause the representations and warranties made in this Section to be untrue as of Closing.

(r) The Issuer, to the extent heretofore requested in writing by the Representative, has delivered to the Representative true, correct, complete and legible copies of all information, applications, reports or other documents of any nature whatsoever submitted to any rating agency for the sole purpose of obtaining a rating for the Bonds.

(s) On or prior to the date hereof, the Issuer has delivered to the Representative a certificate stating that it has received a properly completed, executed and notarized Texas Ethics Commission Form 1295 ("Form 1295") from each of the Underwriters, Trustee, Bond Counsel and Disclosure Counsel and, if the Issuer has not done so as of the date hereof, covenants to timely acknowledge receipt of such Form 1295's with the Texas Ethics Commission. Additionally, the Issuer will certify that it has received and timely acknowledged receipt of such Form 1295's in its General Certificate submitted to the Attorney General of Texas in connection with his approval of the Bonds.

(t) The Underwriters represent and verify that, to the extent this Bond Purchase Agreement represents a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, and solely for purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of this Bond Purchase

Agreement and for the term of this Agreement, neither the Underwriter, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(u) The Underwriters represent and certify that, to the extent this Bond Purchase Agreement represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, and solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this Bond Purchase Agreement and for the term of this Bond Purchase Agreement, neither the Underwriter, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

7. **Closing.** At 10:00 a.m., Central time, on February 21, 2018, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer, subject to the terms and conditions hereof, will deliver to the Representative the initial Bonds registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Bonds duly executed and authenticated in the form and manner described below, and the Representative, subject to the terms and conditions hereof, will accept such delivery and pay the purchase price of the Bonds, as set forth in Section 2 of this Agreement, in immediately available funds by federal funds wire transfer to or for the account of the Issuer (such events being referred to herein as the "Closing"). Payment for the Bonds as aforesaid shall be made at the offices of Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

Delivery of the Bonds in definitive form shall be made through the facilities of DTC's book-entry-only system. The definitive Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds and registered in the name of Cede & Co., as nominee of DTC, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed to by the Representative, the Bonds will be delivered under DTC's FAST delivery system.

8. **Closing Conditions.** The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the accuracy of the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be

performed hereunder and under such documents and instruments at or prior to the Closing, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Order and the Bonds shall have been duly executed, delivered and authenticated, as applicable, and shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall have been duly delivered and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Bonds and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Order; and (iii) all actions of the Issuer required to be taken by the Issuer at or prior to the Closing shall be performed in order for Bond Counsel, Disclosure Counsel to the Issuer and Counsel to the Underwriters to deliver their respective opinions referred to hereafter.

(d) At the time of the Closing, all official actions of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Representative.

(e) At or prior to the Closing, the Order shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Authenticating Agent shall have duly authenticated the definitive Bonds.

(f) Other than as disclosed in the Official Statement, the Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(g) No suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Bonds or the consummation of the transactions described herein, or which, in the reasonable judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel, Disclosure Counsel to the Issuer and Counsel to the Underwriters.

(i) At or prior to the Closing, the Representative shall have received one copy of each of the following documents:

- (1) The Official Statement, and each supplement or amendment thereto, if any;
- (2) The Order, having been duly adopted by the Issuer and being in full force and effect, and with such supplements or amendments as may have been agreed to by the Representative;
- (3) The Escrow Agreement between the Issuer and Wells Fargo Bank, N.A., Minneapolis, Minnesota, as Escrow Agent (the "Escrow Agreement");
- (4) The continuing disclosure undertaking (the "Undertaking") of the Issuer satisfying the requirements of section (b)(5)(i) of the Rule;
- (5) A copy of the opinion, dated on or prior to the date of Closing, of the Attorney General of the State of Texas approving the Bonds, as required by law, and a copy of the registration certificate of the Comptroller of Public Accounts of the State of Texas;
- (6) The approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;
- (7) A supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Bonds are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Order or the Indenture under the Trust Indenture Act; and

(ii) the information relating to the Bonds contained in the Official Statement appearing under the captions and subcaptions "PLAN OF FINANCING – Refunded Bonds," "THE BONDS" (exclusive of the subcaption "Book-Entry-Only System"), "TAX INFORMATION – General Obligation Debt Limitation," "FINANCIAL INFORMATION – Financial Policies," "TAX MATTERS," "OTHER INFORMATION – Registration and Qualification of Bonds for Sale," "OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas," "OTHER INFORMATION – Legal Matters" and "CONTINUING DISCLOSURE OF INFORMATION" fairly and accurately describe the provisions thereof and are correct as to matters of law.;

- (8) An opinion of Andrews Kurth Kenyon LLP, Disclosure Counsel to the Issuer, dated as of the date of the Closing, and addressed to the Issuer, in a form acceptable to the Issuer;

(9) An opinion of the County Attorney of Fort Bend County, Texas, dated as of the date of the Closing, and addressed to the Issuer, in a form acceptable to the Issuer;

(10) An opinion of Hardwick Law Firm, LLC, Counsel to the Underwriters, dated as of the date of the Closing, and addressed to the Underwriters, in a form acceptable to the Representative;

(11) A certificate, dated the date of Closing, signed by an authorized official of the Issuer to the effect that (i) the Issuer has duly performed all of its obligations to be performed and satisfied all conditions on its part to be satisfied at or prior to the Closing and each of the representations and warranties of the Issuer contained herein is true and correct at and as of the Closing, with the same effect as if made on the date of Closing; (ii) the Issuer has authorized, by all necessary action, the execution and delivery or receipt and due performance of the Bonds, the Issuer Documents, the Official Statement and any and all such other agreements and documents as may be required to be executed and delivered or received by the Issuer in order to carry out, give effect to and consummate the transactions described in this Agreement and the Official Statement, and the Governing Body of the Issuer has authorized, by all necessary action, the adoption of the Order; (iii) except as described in the Official Statement, no litigation is pending or, to the best of the Issuer's knowledge and belief, threatened in any court or before any governmental agency or administrative entity or authority in any way affecting the existence of the Issuer or the titles of the members of the Governing Body of the Issuer or any other officials of the Issuer to their respective positions or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of ad valorem taxes to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way affecting or contesting any authority for or the validity or enforceability of the Bonds or the Issuer Documents or the existence or powers of the Issuer, or contesting in any way the completeness or accuracy of the Official Statement; (iv) the adoption of the Order by the Governing Body of the Issuer and the execution and delivery of the Bonds, the Issuer Documents and the Official Statement, and the compliance by the Issuer with the provisions hereof and thereof, will not conflict with, or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer or any of the ad valorem taxes are subject; (v) the Order has not been amended, modified or repealed and is in full force and effect; (vi) the information set forth in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (vii) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(12) A certificate of an authorized officer of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds

of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of Sections 148 and 141, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(13) The Verification Report of Grant Thornton LLP relating to the Refunded Bonds;

(14) Evidence in a form acceptable to the Representative that Moody's Investors Service, Inc. and Fitch Ratings, Inc. have assigned ratings of "Aa1" and "AA+," respectively, to the Bonds, and that such ratings are in effect as of the date of Closing; and

(15) Such additional legal opinions, certificates, instruments and other documents as the Representative, Bond Counsel, Disclosure Counsel to the Issuer or Counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

The Underwriters acknowledge receipt of copies of the Continuing Disclosure Agreement, and have reviewed the Undertaking set forth therein.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the obligation of the Issuer to return the good faith check to the Representative as described in Section 2 and the respective obligations of the Issuer and the Underwriters set forth in Sections 10 and 12 hereof shall continue in full force and effect.

9. **Termination.** The Underwriters shall have the right to cancel their obligation to purchase the Bonds and terminate this Agreement if, between the date of this Agreement and the Closing, in the reasonable judgment of the Representative, the market price or marketability of the Bonds shall be materially adversely affected by the occurrence of any of the following events (each a "Termination Event"):

(a) a general suspension of trading in securities on the New York Stock Exchange or any other major exchange, the establishment of minimum or maximum prices on any such

exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or State of Texas officials authorized to do so;

(b) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(c) any event occurring, or information (other than information set forth in the Official Statement under "OTHER INFORMATION - Underwriting") becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds;

(d) there shall have occurred since the date of this Agreement any materially adverse change in the affairs of the Issuer, except for changes that the Official Statement discloses are expected to occur;

(e) there shall have occurred any (i) new material outbreak of hostilities (including, without limitation, an act of terrorism), (ii) new other material national or international calamity or crisis or (iii) any material adverse change in the financial or economic conditions, in each case affecting the United States, including but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall, in the reasonable judgment of the Representative, materially adversely affect the marketability of the Bonds;

(f) there shall have occurred any downgrading, suspension, withdrawal or published negative change in credit watch status or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked by the Issuer to furnish a rating) on the Bonds or on any of the Issuer's debt obligations that are secured by ad valorem taxes on a parity with the Bonds, which action reflects a downgrade or possible downgrade, in the ratings accorded any such obligations of the Issuer (including any rating to be accorded the Bonds);

(g) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition

shall occur subsequent to the date hereof and is not the result of the malfeasance, misfeasance or nonfeasance of the Underwriters;

(h) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency having jurisdiction of the subject matter shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or event shall have transpired that may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of ownership of the Bonds described herein;

(i) legislation introduced in or enacted (or resolution passed) by the Congress of the United States or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), no-action letter or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements as described herein or by the Official Statement, are not exempt from registration under or other requirements of the federal securities laws, including the 1933 Act, or that the Order is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or by the Official Statement, is or would be in violation of any federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act, as amended and then in effect;

(j) any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Bonds have been sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriters; or

(k) any amendment to the federal or Texas Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon) or the validity or enforceability of the collection of the ad valorem taxes to pay principal of and interest on the Bonds.

(l) A material disruption in securities settlement, payment, or clearance services shall have occurred and shall be continuing on the Closing date.

(m) A non-appealable decision by a court of the United States of competent jurisdiction shall be rendered, or a stop order, release, regulation, or no-action letter by or on behalf of the United States Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering, or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing date, including 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act.

With respect to the conditions described in subsections (b), (g) and (j) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or investigation as of the date of the execution of this Agreement that would permit the Underwriters to invoke their termination rights hereunder.

Upon the occurrence of a Termination Event and the subsequent termination of this Agreement by the Underwriters, all obligations of the Issuer and the Underwriters under this Agreement shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 10 hereof.

10. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder including, but not limited to (i) the cost of preparing and printing the Bonds; (ii) the costs of obtaining credit ratings; (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel to the Issuer and the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (viii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers and officials of the Issuer; and (ix) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer that are incident to the transaction described in this Agreement. The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount certain expenses incurred by the Underwriters that are incidental to implementing this Agreement and the issuance of the Bonds, including, but not limited to, the applicable per bond assessment charged by the Municipal Advisory Council of Texas, meals, transportation and lodging, if any, and any other miscellaneous closing costs. An employee of the Representative serves on the Board of the Municipal Advisory Council of Texas.

(b) The Underwriters shall pay (i) the cost of preparing and printing this Agreement and the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses

incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of Counsel to the Underwriters.

11. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to Fort Bend County, Texas, 301 Jackson Street, Richmond, Texas 77469, Attention: Ed Sturdivant, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Siebert Cisneros Shank & Co., L.L.C., 440 Louisiana Street, Suite 712, Houston, Texas 77002, Attention: Keith Richard.

12. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the Representative. All of the Issuer's representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

13. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

14. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. **Business Day.** For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document), and all of which shall constitute one and the same document.

19. **No Personal Liability.** None of the members of the Governing Body, nor any officer, agent or employee of the Issuer, shall be charged personally by the Underwriters with any liability,

or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

20. **Representative Capacity**. Any authority, right, discretion or other power conferred upon the Underwriters or the Representative under any provision of this Agreement may be exercised by the Representative, and the Issuer shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Representative.

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If the Issuer agrees with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

SIEBERT CISNEROS SHANK & CO., L.L.C.,
as Representative of the Underwriters

By: 

Name: Keith Richard

Title: Managing Director

APPROVED AND ACCEPTED AS OF THE DATE HEREOF at January 23, 2018 :

FORT BEND COUNTY, TEXAS

By: _____

Name: Robert Hebert

Title: County Judge

SCHEDULE I

UNDERWRITERS

Siebert Cisneros Shank & Co., L.L.C.
Hutchinson, Shockey, Erley & Co.
Mesirow Financial, Inc.

SCHEDULE II
\$58,785,000
Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds
Series 2018

Dated Date: February 21, 2018

Maturity Schedule

Maturity (March 1)	Principal Amount	Interest Rate	Yield*
2019	\$3,400,000	4.00%	1.430%
2020	3,455,000	5.00	1.630
2021	3,525,000	5.00	1.700
2022	1,880,000	5.00	1.770
2023	1,975,000	5.00	1.860
2024	2,075,000	5.00	1.950
2025	2,185,000	5.00	2.090
2026	2,295,000	5.00	2.210
2027	2,415,000	5.00	2.290
2028	2,535,000	5.00	2.360
2029	2,665,000	5.00	2.460
2030	2,805,000	5.00	2.520
2031	2,945,000	5.00	2.590
2032	3,100,000	5.00	2.650
2033	3,240,000	4.00	2.960
2034	3,370,000	4.00	3.020
2035	3,510,000	4.00	3.070
2036	3,655,000	4.00	3.100
2037	3,800,000	4.00	3.130
2038	3,955,000	4.00	3.160

*For Bonds maturing on or after March 1, 2028, the yield shown is yield to the first call date, March 1, 2027.

REDEMPTION PROVISIONS

OPTIONAL REDEMPTION. The Bonds maturing on or after March 1, 2028 are subject to redemption, at the option of the Issuer, on March 1, 2027 or any date thereafter, at the par value thereof plus accrued interest to (but not including) the date of redemption.

EXHIBIT A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

BOND PRICING

**Fort Bend County, Texas
Unlimited Tax Road and Refunding Bonds, Series 2018
FINAL & VERIFIED NUMBERS**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Serial Bonds:										
	03/01/2019	3,400,000.00	4.000%	1.430%	102.612				88,808.00	0.200
	03/01/2020	3,455,000.00	5.000%	1.630%	106.694				231,277.70	2.500
	03/01/2021	3,525,000.00	5.000%	1.700%	109.698				341,854.50	2.500
	03/01/2022	1,880,000.00	5.000%	1.770%	112.502				235,037.60	2.500
	03/01/2023	1,975,000.00	5.000%	1.860%	115.004				296,329.00	2.500
	03/01/2024	2,075,000.00	5.000%	1.950%	117.265				358,248.75	3.750
	03/01/2025	2,185,000.00	5.000%	2.090%	118.927				413,554.95	3.750
	03/01/2026	2,295,000.00	5.000%	2.210%	120.419				468,616.05	3.750
	03/01/2027	2,415,000.00	5.000%	2.290%	121.988				531,010.20	3.750
	03/01/2028	2,535,000.00	5.000%	2.360%	121.351 C	2.571%	03/01/2027	100.000	541,247.85	3.750
	03/01/2029	2,665,000.00	5.000%	2.460%	120.449 C	2.828%	03/01/2027	100.000	544,965.85	4.500
	03/01/2030	2,805,000.00	5.000%	2.520%	119.912 C	3.014%	03/01/2027	100.000	558,531.60	4.500
	03/01/2031	2,945,000.00	5.000%	2.590%	119.289 C	3.180%	03/01/2027	100.000	568,061.05	4.500
	03/01/2032	3,100,000.00	5.000%	2.650%	118.757 C	3.317%	03/01/2027	100.000	581,467.00	4.500
	03/01/2033	3,240,000.00	4.000%	2.960%	108.185 C	3.304%	03/01/2027	100.000	265,194.00	4.500
	03/01/2034	3,370,000.00	4.000%	3.020%	107.692 C	3.375%	03/01/2027	100.000	259,220.40	4.500
	03/01/2035	3,510,000.00	4.000%	3.070%	107.283 C	3.432%	03/01/2027	100.000	255,633.30	4.500
	03/01/2036	3,655,000.00	4.000%	3.100%	107.039 C	3.471%	03/01/2027	100.000	257,275.45	4.500
	03/01/2037	3,800,000.00	4.000%	3.130%	106.795 C	3.507%	03/01/2027	100.000	258,210.00	4.500
	03/01/2038	3,955,000.00	4.000%	3.160%	106.552 C	3.540%	03/01/2027	100.000	259,131.60	4.500
58,785,000.00									7,313,674.85	

Dated Date	02/21/2018	
Delivery Date	02/21/2018	
First Coupon	09/01/2018	
Par Amount	58,785,000.00	
Premium	7,313,674.85	
Production	66,098,674.85	112.441396%
Underwriter's Discount	-293,852.42	-0.499877%
Purchase Price	65,804,822.43	111.941520%
Accrued Interest		
Net Proceeds	65,804,822.43	