

**ORDER AUTHORIZING APPROVAL OF A SUCCESOR TRUSTEE AND
PAYING AGENT/REGISTRAR IN CONNECTION WITH THE
OUTSTANDING FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL
ROAD REVENUE BONDS AND FORT BEND COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES
2020; AUTHORIZING THE AUTHORIZED REPRESENTATIVE TO
EXECUTE RELATED AGREEMENTS; AND APPROVING CERTAIN
MATTERS INCIDENT THERETO**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, Fort Bend County, Texas, acting through its Commissioners Court (the “County”) has previously issued certain Subordinate and Senior Lien Toll Road Revenue Bonds pursuant to a (1) Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, as supplemented and (2) Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of April 1, 2003, as supplemented (together, the “Indentures”) between the County and Wells Fargo, as trustee;

WHEREAS, Fort Bend County, Texas, acting through its Commissioners Court (the “County”) has previously issued certain General Obligation Refunding Bonds, Taxable Series 2020 pursuant to a Paying Agent Agreement between the County and Wells Fargo Bank, N.A., as paying agent (the “Wells Fargo”) pursuant to the Fourth Supplemental Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of March 22, 2022;

WHEREAS, Wells Fargo has recently sold its corporate trust services group to Computershare Trust Company, National Association (“Computershare”);

WHEREAS, Computershare has resigned as Trustee and Paying Agent and the County would like to designate and approve Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (“Amegy Bank”) as the successor Trustee and Paying Agent;

WHEREAS, the Commissioners Court of the County has examined the Trustee/Paying Agent Resignation Letter, Fort Bend County Successor Trustee/Paying Agent Agreements, all of which are attached to and comprise a part of this Order, and has found the form and substance of such documents to be satisfactory and proper and the recitals contained therein to be true, correct and complete, the execution and delivery of such documents, and the taking of such other actions as may be necessary or convenient in connection therewith; and

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

ARTICLE I.

APPROVAL OF A TRUSTEE AND PAYING AGENT/REGISTRAR

Section 1.1. Wells Fargo, as Trustee and Paying Agent/Registrar, has sold its Corporate Trust Services group to Computershare, with such sale effective as of November 1, 2021. Computershare has resigned as Trustee and Paying Agent pursuant to Section 9.07 of the Indenture. Pursuant to Section 9.09 of the Indenture, the County hereby designates and approves Amegy Bank, as replacement Trustee and Paying Agent under the Indenture effective as of the date hereof or such later date that is determined by the County.

Section 1.2. The Authority further authorizes the Authorized Representative (as defined below) to negotiate, execute and deliver any agreements or documents necessary with Amegy Bank to carry out the purposes and intent of this Order and the Indenture. Should the Authorized Representative determine that it is not in the best interest of the Authority to designate and approve Amegy Bank as replacement Trustee and Paying Agent, the Authorized Representative is hereby authorized to negotiate with another institution suitable to serve in such capacities under the Indenture and to execute any necessary documents or agreements related thereto. In this regard, the Authorized officer is authorized to notify the current bondholders and request consent to designation of Amegy Bank as the replacement Trustee and Paying Agent.

ARTICLE II.

MISCELLANEOUS PROVISIONS

Section 2.1. Ratifying Other Actions. That all other actions, heretofore or hereafter taken, by the Commissioners Court of the County, the County Judge, the County Attorney, the County Treasurer, the County Auditor, the Commissioners Court Coordinator, the Director of Financial Services for the County (each an “Authorized Representative”) and its consultants and the other County officials in connection with the designation and approval of a replacement Trustee and Paying Agent.

Section 2.2. Execution and Delivery of Other Documents. That the officers of the County are each hereby authorized to execute, attest, and affix the County’s seal to such other agreements, certificates, contracts, documents, instruments and to take all action and to do all things whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Order and the Indenture.

Section 2.3. Exhibits Incorporated Herein. That all of the terms and provisions of the documents listed below as an exhibit shall be and are hereby approved, incorporated into and made a part of this Order for all purposes.

Exhibit “A” - Trustee Resignation Letter

Exhibit “B” - Fort Bend County Successor Trustee Agreement

Section 2.4. Effective Date. That this Order shall be in full force and effect from and upon its adoption.

Section 2.5. Notice of Meeting. That written notice of the date, hour and place of such meeting of the Commissioners Court of the County and of the subject of the Order was furnished to the Fort Bend County Clerk and posted for at least 72 hours preceding the convening of such meeting, on a bulletin board in the Fort Bend County Court House located at a place convenient to the public; that such place was readily accessible to the general public at all times from the time of such posting until the convening of such meeting, that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof was discussed, considered and formally acted upon, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

ADOPTED, PASSED, and APPROVED this ____ day of April, 2022.

FORT BEND COUNTY, TEXAS

By: _____
KP George
County Judge
Fort Bend County, Texas

ATTEST:

By: _____
Laura Richard,
County Clerk and Ex Officio Clerk of the
Commissioners Court Fort Bend County, Texas

(SEAL)

EXHIBIT A

TRUSTEE RESIGNATION LETTER



January 21, 2022

Fort Bend County, Texas
Attn: County Judge
County Administration Building
301 Jackson Street
Richmond, TX 77469

Re: Fort Bend County, Texas Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding Bonds,
Series 2012

Pursuant to Section 10.08 of that certain Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Indenture between Fort Bend County, Texas (the "County") and Wells Fargo Bank, N.A. dated as of April 1, 2003 (as supplemented and amended, the "Subordinate Lien Indenture"), the trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the trustee, and signed by the owners of a majority in principal amount of the bonds outstanding or their attorneys-in-fact duly authorized, excluding any bonds held by or for the account of the County. To avoid the time and expense of obtaining such instruments in writing as outlined in Section 10.08 of the Subordinate Lien Indenture, the County has requested that Computershare Trust Company, National Association, as successor trustee to Wells Fargo Bank, N.A. (the "Trustee") resign. Pursuant to Section 10.07 of the Subordinate Lien Indenture, the Trustee may at any time resign and be discharged of the duties and obligations created by the Subordinate Lien Indenture by giving not less than 60 days written notice to the County of the date it desires to resign, and mailing written notice to the owners of all bonds registered as to principal, such resignation shall take effect immediately on the appointment of a successor trustee pursuant to Section 10.09 of the Subordinate Lien Indenture.

This letter serves as notice of resignation by the Trustee pursuant to Section 10.07 of the Subordinate Lien Indenture. We understand that the County desires to designate Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as replacement trustee and paying agent/registrars under the Subordinate Lien Indenture (the "Replacement Trustee"). We will begin taking appropriate actions, including without limitation, the execution and delivery of a successor trustee agreement, to transfer all moneys, estates, properties, rights, powers, duties and obligations as Trustee under the Subordinate Lien Indenture to the Replacement Trustee with such transfer to be effective at the close of business on February 15, 2022, or as soon as possible thereafter.

Should you have any questions, please do not hesitate to contact Sandra Adrian at (713) 503-5788 or Gail Klewin at (312) 505-1239.

By: Computershare Trust Company, National Association, as Trustee

Signature: 

Name: Erik R. Starkman
Assistant Vice President

Title: _____



January 21, 2022

Fort Bend County, Texas
Attn: County Judge
County Administration Building
301 Jackson Street
Richmond, TX 77469

Re: Fort Bend County, Texas Senior Lien Toll Road Revenue Bonds, Series 2012
Fort Bend County, Texas Senior Lien Toll Road Revenue Bonds, Series 2014
Fort Bend County, Texas Senior Lien Toll Road Revenue Bonds, Series 2016
Fort Bend County, Texas Senior Lien Toll Road Revenue Bonds, Series 2021

Pursuant to Section 9.08 of that certain Senior Lien Toll Road Revenue Bond Indenture between Fort Bend County, Texas (the "County") and Wells Fargo Bank, N.A. dated as of May 15, 2012 (as supplemented and amended, the "Senior Lien Indenture"), the trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the trustee, and signed by the owners of a majority in principal amount of the bonds and parity notes outstanding or their attorneys-in-fact duly authorized, excluding any bonds and parity notes held by or for the account of the County. To avoid the time and expense of obtaining such instruments in writing as outlined in Section 9.08 of the Senior Lien Indenture, the County has requested that Computershare Trust Company, National Association, as successor trustee to Wells Fargo Bank, N.A. (the "Trustee") resign. Pursuant to Section 9.07 of the Senior Lien Indenture, the Trustee may at any time resign and be discharged of the duties and obligations created by the Senior Lien Indenture by giving not less than 60 days' written notice to the County of the date it desires to resign and mailing written notice to the owners of all bonds, parity notes and other parity obligations and such resignation shall take effect immediately on the appointment of a successor trustee pursuant to Section 9.09 of the Senior Lien Indenture.

This letter serves as notice of resignation by the Trustee pursuant to Section 9.07 of the Senior Lien Indenture. We understand that the County desires to designate Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as replacement trustee and paying agent/registrar under the Senior Lien Indenture (the "Replacement Trustee"). We will begin taking appropriate actions, including without limitation, the execution and delivery of a successor trustee agreement, to transfer all moneys, estates, properties, rights, powers, duties and obligations as Trustee under the Senior Lien Indenture to the Replacement Trustee with such transfer to be effective at the close of business on February 15, 2022, or as soon as possible thereafter.

Should you have any questions, please do not hesitate to contact Sandra Adrian at (713) 503-5788 or Gail Klewin at (312) 505-1239.

By: Computershare Trust Company, National Association, as Trustee

Signature: 

Name: Erik R. Starkman
Assistant Vice President

Title: _____

EXHIBIT B

FORT BEND COUNTY SUCCESSOR TRUSTEE AGREEMENT

SUCCESSOR TRUSTEE AGREEMENT

Re: FORT BEND COUNTY, TEXAS UNLIMITED TAX AND SUBORDINATE LIEN
TOLL ROAD REVENUE BONDS, SERIES 2012 (the "Bonds")

This SUCCESSOR TRUSTEE AGREEMENT (this "Agreement"), dated as of _____, 2022 and effective as of the Effective Date (defined herein), by and among Fort Bend County, Texas (the "County"), Computershare Trust Company, National Association, a national banking association, as prior trustee (the "Prior Trustee"), and Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, as successor trustee (the "Successor Trustee").

RECITALS

WHEREAS, the County and the Prior Trustee are parties to that certain Senior Lien Toll Road Revenue Bond Trust Indenture dated as of April 1, 2003, as amended and supplemented to date (the "Master Indenture"). Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Master Indenture;

WHEREAS, pursuant to Section 10.08 of the Master Indenture, the Trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority in principal amount of the Bonds Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the County;

WHEREAS, to avoid the time and expense of obtaining such instruments in writing as outlined in Section 10.08 of the Master Indenture, the County has requested that the Prior Trustee resign;

WHEREAS, pursuant to Section 10.07 of the Master Indenture, the Prior Trustee may resign and be discharged of its duties, at any time by giving not less than 60 days' written notice to the County and mailing written notice to the Owners of all Bonds and Parity Notes Outstanding, and such resignation shall take effect immediately on the appointment of a successor trustee pursuant to Section 10.09 of the Master Indenture;

WHEREAS, the Prior Trustee has provided written notice of its intent to resign dated _____, 2022, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to Section 10.09 of the Master Indenture, a successor trustee may be appointed by the Owners of a majority in principal amount of the Bonds and Parity Notes Outstanding or by the County, in writing by delivering such notice to the Prior Trustee and such successor trustee;

WHEREAS, the County has appointed the Successor Trustee in writing (a copy of such appointment which is attached hereto as Exhibit B) and shall deliver notice to the Owners of the Bonds and Parity Notes and the Prior Trustee; and the Successor Trustee shall remain until a successor trustee shall be appointed by the Owners of all the Bonds and Parity Notes;

WHEREAS, the parties intend, by this Agreement, to evidence the resignation of the Prior Trustee and the appointment of the Successor Trustee to serve as Trustee under the Master Indenture;

WHEREAS, the Successor Trustee is willing to accept its appointment as Trustee under the Master Indenture, subject to the terms and conditions contained in this Agreement;

WHEREAS, the County, the Prior Trustee and the Successor Trustee have agreed that this Agreement shall be effective at the close of business on _____, 2022 (the "Effective Date").

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgement of Resignation and Appointment. As of the Effective Date: (a) the Prior Trustee resigns as Trustee, paying agent, and registrar for the Bonds under the Master Indenture and (b) the Successor Trustee is (i) appointed as Trustee, paying agent, and registrar for the Bonds under the Master Indenture and (ii) vested with all rights, powers, trusts, privileges, duties and obligations of the Trustee under the Master Indenture.

2. County's Representations and Warranties. The County hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

- a. It is duly organized and validly existing and in good standing under all applicable laws, and this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid, binding and enforceable obligation;
- b. It has not entered into any amendment or supplement to the Master Indenture, and the Master Indenture is in full force and effect;
- c. It is not in default of any of its obligations under the Master Indenture, and to the best of the knowledge of the County, no event has occurred and is continuing which is, or after notice or lapse of time, or both, would become, an Event of Default under the Master Indenture;
- d. The Master Indenture was validly executed and delivered by the County and the Bonds were validly issued by the County; and

- e. There is no action, suit, or proceeding pending, or to the best of the County's knowledge, threatened against the County before any court or any governmental authority challenging the validity of the Bonds or the execution of the Master Indenture or arising out of any act or omission of the County under the Master Indenture.

3. Prior Trustee's Representations and Warranties. The Prior Trustee hereby represents and warrants to the County and the Successor Trustee that:

- a. To the actual knowledge of the undersigned, there is no action, suit or proceeding pending or threatened against the Prior Trustee before any court or governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Master Indenture;
- b. This Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and constitutes its legal, valid, binding and enforceable obligation;
- c. The aggregate principal amount of Bonds outstanding as of the Effective Date is \$6,130,000.
- d. The amounts held in the accounts as described in Exhibit C hereto accurately reflect the current balances of such accounts.

4. Successor Trustee's Representations and Warranties. The Successor Trustee represents and warrants to the Prior Trustee and the County that:

- a. It is qualified and eligible to serve as Trustee under the Master Indenture; and
- b. This Agreement has been duly authorized, executed and delivered on behalf of the Successor Trustee and constitutes its legal, valid, binding and enforceable obligation.

5. Acceptance of Appointment. The Successor Trustee hereby accepts its appointment, and certifies that it is eligible to act, as Trustee, paying agent and registrar under the Master Indenture and accepts all rights, powers, privileges, duties, obligations, and trusts of the Prior Trustee as the Trustee, paying agent and registrar under and pursuant to the Master Indenture and agrees to be bound by all terms of the Master Indenture, such acceptance and agreement to be effective as of the Effective Date.

6. Conveyance by Prior Trustee. The Prior Trustee hereby conveys, assigns, transfers and delivers to the Successor Trustee and to its successors and assigns, without recourse, but otherwise subject to the terms hereof, and upon the trusts expressed in the Master Indenture, all the rights, powers, privileges, obligations and trusts of the Prior Trustee as Trustee under and pursuant to the Master Indenture and all property and money, if any, held by or under the control of the Prior Trustee as Trustee under the Master Indenture, other than amounts deducted to pay or reimburse the Prior

Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, together with all records and documents in any way relating thereto, other than documents that are confidential or proprietary to the Prior Trustee, including any and all right, title and interest in and to the Bonds. The Prior Trustee hereby agrees to transfer all money and property held by it or under its control as Trustee for the Bonds to the Successor Trustee, other than amounts deducted to pay or reimburse the Prior Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, including execution and delivery of any assignments of mortgages or other security agreements prepared by or on behalf of the County and presented to the Prior Trustee for its signature. The Prior Trustee shall have no obligation to prepare or record any such assignment documents and shall not be liable for any fees, costs or expenses of preparing or recording such assignment documents.

7. Payment of Outstanding Fees and Expenses of Prior Trustee; Payment of Outstanding Fees and Expenses of Prior Trustee's Counsel. The outstanding fees and expenses of the Prior Trustee in the amount of \$500, as of the Effective Date, will be paid by the County or by the Successor Trustee at direction of the County.

8. No Assumption of Liability. The County and the Prior Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any breach by the Prior Trustee in the performance or non-performance of the Prior Trustee's duties as Trustee under the Master Indenture. The County and the Successor Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Prior Trustee of any liability of the Successor Trustee arising out of any breach by the Successor Trustee in the performance or non-performance of the Successor Trustee's duties as Trustee under the Master Indenture.

9. Further Assurances. The County and the Prior Trustee, for the purposes of more fully and certainly vesting in and confirming to the Successor Trustee as successor Trustee under the Master Indenture the rights, powers, trusts, privileges, duties and obligations, agree upon reasonable request of the County or the Successor Trustee, to execute, acknowledge and deliver such further agreements of conveyance and further assurance and to do such other things as may reasonably be required for more fully and certainly vesting and confirming to the Successor Trustee all rights, powers, trusts, privileges, duties and obligations which the Prior Trustee held under and by virtue of the Master Indenture. Any costs, fees or expenses of the Prior Trustee in complying with the provisions of this Section, to the extent commercially reasonable, shall be paid by the County or the Successor Trustee at the direction of the County, provided Prior Trustee agrees to furnish the County with any documentation reasonably requested by the County to substantiate any such costs, fees or expenses.

10. Survival of the Prior Trustee Rights. Notwithstanding the replacement of the Prior Trustee, the rights of the Prior Trustee to compensation, reimbursement and indemnification as provided in the Master Indenture in connection with its acting as Trustee under the Master Indenture shall survive its replacement, and nothing contained in this Agreement shall in any way abrogate the obligations of the County to the Prior

Trustee under the Master Indenture and the lien of the Prior Trustee for fees, expenses and costs under the Master Indenture shall continue.

11. Notices. All notices, whether faxed or mailed will be deemed received when sent pursuant to the following instructions:

TO THE PRIOR TRUSTEE:

Computershare Trust Company, National Association
CTSO Mail Operations
Attn: Sandra Adrian
MAC: N9300-070
600 South 4th Street, 7th Floor
Minneapolis, MN 55415
Phone: (713) 503-5788
Email: Sandra.adrian@computershare.com

And

Computershare Trust Company, National Association
211 Quality Circle
College Station, TX 77845
Attn: Computershare Corporate Trust
Phone: (713) 503-5788
Email: sandra.adrian@computershare.com

TO THE SUCCESSOR TRUSTEE:

Zions Bancorporation, National Association,
Amegy Bank Division
1801 Main Street, Suite 460
Houston, Texas 77002
Attn: Corporate Trust Department
Phone: (713) 232-6098
Email: jeffrey.dunbar@amegybank.com

TO THE COUNTY:

Fort Bend County, Texas
County Administration Building
401 Jackson Street
Richmond, Texas 77469
Attn: County Judge

With a copy to:

Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, TX 77478
Attn: Chairman

12. Corporate Trust Office. All references in the Master Indenture and related documents to “corporate trust office” or other similar references to the corporate trust office of the trustee shall be deemed to refer to the corporate trust office of the Successor Trustee described in Section 11 of this Agreement.

13. Ratification of Indenture. In all respects not inconsistent with the terms and provisions of this Agreement, the Master Indenture is hereby ratified, approved and confirmed. In executing and delivering this Agreement, the Prior Trustee and the Successor Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Master Indenture.

14. Effective Date. This Agreement and the resignation, appointment and acceptance effected hereunder shall be effective as of the Effective Date.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts shall together constitute one and the same agreement. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. Severability. In the event that any provisions of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in the Agreement.

19. Amendments. This Agreement may not be amended or modified except by agreement set forth in a written memorandum executed by all parties to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Prior Trustee

By: _____
Name: _____
Title: _____

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, AMEGY BANK DIVISION, as
Successor Trustee

By: _____
Name: _____
Title: _____

FORT BEND COUNTY, TEXAS, as County

By: _____
Name: _____
Title: _____

EXHIBIT A

PRIOR TRUSTEE RESIGNATION LETTER

EXHIBIT B

LETTER APPOINTING SUCCESSOR TRUSTEE

EXHIBIT C

[Information will be populated once form of agreement is considered in final form.]

Debt Service Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Debt Service Reserve Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

The cash is to be delivered to the Successor Trustee using the following wire instructions:

[see attached Successor Trustee wire instructions]

The US Treasury Bills are to be delivered to the Successor Trustee using the following delivery instructions:

[see attached Successor Trustee fed delivery instructions]

SUCCESSOR TRUSTEE AGREEMENT

Re: FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE BONDS,
CONSISTING OF THE FOLLOWING OUTSTANDING BONDS:
REVENUE BONDS, SERIES 2012 ("Series 2012 Bonds")
REVENUE BONDS, SERIES 2014 ("Series 2014 Bonds")
REVENUE BONDS, SERIES 2016 ("Series 2016 Bonds")
REVENUE BONDS, SERIES 2021 ("Series 2021 Bonds")

(collectively, the "Bonds")

This SUCCESSOR TRUSTEE AGREEMENT (this "Agreement"), dated as of _____, 2022 and effective as of the Effective Date (defined herein), by and among Fort Bend County, Texas (the "County"), Computershare Trust Company, National Association, a national banking association, as prior trustee (the "Prior Trustee"), and Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, as successor trustee (the "Successor Trustee").

RECITALS

WHEREAS, the County and the Prior Trustee are parties to that certain Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, as amended and supplemented to date (the "Master Indenture"). Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Master Indenture;

WHEREAS, pursuant to Section 9.08 of the Master Indenture, the Trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority in principal amount of the Bonds and Parity Notes Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds and Parity Notes held by or for the account of the County;

WHEREAS, to avoid the time and expense of obtaining such instruments in writing as outlined in Section 9.08 of the Master Indenture, the County has requested that the Prior Trustee resign;

WHEREAS, pursuant to Section 9.07 of the Master Indenture, the Prior Trustee may resign and be discharged of its duties, at any time by giving not less than 60 days' written notice to the County and mailing written notice to the Owners of all Bonds and Parity Notes Outstanding, and such resignation shall take effect immediately on the appointment of a successor trustee pursuant to Section 9.09 of the Master Indenture;

WHEREAS, the Prior Trustee has provided written notice of its intent to resign dated _____, 2022, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to Section 9.09 of the Master Indenture, a successor trustee may be appointed by the Owners of a majority in principal amount of the Bonds and Parity Notes Outstanding or by the County, in writing by delivering such notice to the Prior Trustee and such successor trustee;

WHEREAS, the County has appointed the Successor Trustee in writing (a copy of such appointment which is attached hereto as Exhibit B) and shall deliver notice to the Owners of the Bonds and Parity Notes and the Prior Trustee; and the Successor Trustee shall remain until a successor trustee shall be appointed by the Owners of all the Bonds and Parity Notes;

WHEREAS, the parties intend, by this Agreement, to evidence the resignation of the Prior Trustee and the appointment of the Successor Trustee to serve as Trustee under the Master Indenture;

WHEREAS, the Successor Trustee is willing to accept its appointment as Trustee under the Master Indenture, subject to the terms and conditions contained in this Agreement;

WHEREAS, the County, the Prior Trustee and the Successor Trustee have agreed that this Agreement shall be effective at the close of business on _____, 2022 (the "Effective Date").

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgement of Resignation and Appointment. As of the Effective Date: (a) the Prior Trustee is removed as Trustee, paying agent, and registrar for the Bonds under the Master Indenture and (b) the Successor Trustee is (i) appointed as Trustee, paying agent, and registrar for the Bonds under the Master Indenture and (ii) vested with all rights, powers, trusts, privileges, duties and obligations of the Trustee under the Master Indenture.

2. County's Representations and Warranties. The County hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

- a. It is duly organized and validly existing and in good standing under all applicable laws, and this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid, binding and enforceable obligation;
- b. It has not entered into any amendment or supplement to the Master Indenture since the Fourth Supplemental Senior Lien Toll Road Revenue

Bond Trust Indenture, dated July 1, 2021, and the Master Indenture is in full force and effect;

- c. It is not in default of any of its obligations under the Master Indenture, and to the best of the knowledge of the County, no event has occurred and is continuing which is, or after notice or lapse of time, or both, would become, an Event of Default under the Master Indenture;
- d. The Master Indenture was validly executed and delivered by the County and the Bonds were validly issued by the County; and
- e. There is no action, suit, or proceeding pending, or to the best of the County's knowledge, threatened against the County before any court or any governmental authority challenging the validity of the Bonds or the execution of the Master Indenture or arising out of any act or omission of the County under the Master Indenture.

3. Prior Trustee's Representations and Warranties. The Prior Trustee hereby represents and warrants to the County and the Successor Trustee that:

- a. To the actual knowledge of the undersigned, there is no action, suit or proceeding pending or threatened against the Prior Trustee before any court or governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Master Indenture;
- b. This Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and constitutes its legal, valid, binding and enforceable obligation;
- c. The aggregate principal amount of Bonds outstanding as of the Effective Date is \$200,205,000, consisting of the following:
 - i. \$26,625,000 Series 2012 Bonds,
 - ii. \$39,210,000 Series 2014 Bonds,
 - iii. \$62,940,000 Series 2014 Bonds, and
 - iv. \$71,430,000 Series 2021 Bonds; and
- d. The amounts held in the accounts as described in Exhibit C hereto accurately reflect the current balances of such accounts.

4. Successor Trustee's Representations and Warranties. The Successor Trustee represents and warrants to the Prior Trustee and the County that:

- a. It is qualified and eligible to serve as Trustee under the Master Indenture; and

- b. This Agreement has been duly authorized, executed and delivered on behalf of the Successor Trustee and constitutes its legal, valid, binding and enforceable obligation.

5. Acceptance of Appointment. The Successor Trustee hereby accepts its appointment, and certifies that it is eligible to act, as Trustee, paying agent and registrar under the Master Indenture and accepts all rights, powers, privileges, duties, obligations, and trusts of the Prior Trustee as the Trustee, paying agent and registrar under and pursuant to the Master Indenture and agrees to be bound by all terms of the Master Indenture, such acceptance and agreement to be effective as of the Effective Date.

6. Conveyance by Prior Trustee. The Prior Trustee hereby conveys, assigns, transfers and delivers to the Successor Trustee and to its successors and assigns, without recourse, but otherwise subject to the terms hereof, and upon the trusts expressed in the Master Indenture, all the rights, powers, privileges, obligations and trusts of the Prior Trustee as Trustee under and pursuant to the Master Indenture and all property and money, if any, held by or under the control of the Prior Trustee as Trustee under the Master Indenture, other than amounts deducted to pay or reimburse the Prior Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, together with all records and documents in any way relating thereto, other than documents that are confidential or proprietary to the Prior Trustee, including any and all right, title and interest in and to the Bonds. The Prior Trustee hereby agrees to transfer all money and property held by it or under its control as Trustee for the Bonds to the Successor Trustee, other than amounts deducted to pay or reimburse the Prior Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, including execution and delivery of any assignments of mortgages or other security agreements prepared by or on behalf of the County and presented to the Prior Trustee for its signature. The Prior Trustee shall have no obligation to prepare or record any such assignment documents and shall not be liable for any fees, costs or expenses of preparing or recording such assignment documents.

7. Payment of Outstanding Fees and Expenses of Prior Trustee; Payment of Outstanding Fees and Expenses of Prior Trustee's Counsel. The outstanding fees and expenses of the Prior Trustee in the amount of \$2,000, as of the Effective Date, will be paid by the County or by the Successor Trustee at direction of the County.

8. No Assumption of Liability. The County and the Prior Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any breach by the Prior Trustee in the performance or non-performance of the Prior Trustee's duties as Trustee under the Master Indenture. The County and the Successor Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Prior Trustee of any liability of the Successor Trustee arising out of any breach by the Successor Trustee in the performance or non-performance of the Successor Trustee's duties as Trustee under the Master Indenture.

9. Further Assurances. The County and the Prior Trustee, for the purposes of more fully and certainly vesting in and confirming to the Successor Trustee as successor Trustee under the Master Indenture the rights, powers, trusts, privileges, duties and obligations, agree upon reasonable request of the County or the Successor Trustee, to execute, acknowledge and deliver such further agreements of conveyance and further assurance and to do such other things as may reasonably be required for more fully and certainly vesting and confirming to the Successor Trustee all rights, powers, trusts, privileges, duties and obligations which the Prior Trustee held under and by virtue of the Master Indenture. Any costs, fees or expenses of the Prior Trustee in complying with the provisions of this Section, to the extent commercially reasonable, shall be paid by the County or the Successor Trustee at the direction of the County, provided Prior Trustee agrees to furnish the County with any documentation reasonably requested by the County to substantiate any such costs, fees or expenses.

10. Survival of the Prior Trustee Rights. Notwithstanding the replacement of the Prior Trustee, the rights of the Prior Trustee to compensation, reimbursement and indemnification as provided in the Master Indenture in connection with its acting as Trustee under the Master Indenture shall survive its replacement, and nothing contained in this Agreement shall in any way abrogate the obligations of the County to the Prior Trustee under the Master Indenture and the lien of the Prior Trustee for fees, expenses and costs under the Master Indenture shall continue.

11. Notices. All notices, whether faxed or mailed will be deemed received when sent pursuant to the following instructions:

TO THE PRIOR TRUSTEE:

Computershare Trust Company, National Association
CTSO Mail Operations
Attn: Sandra Adrian
MAC: N9300-070
600 South 4th Street, 7th Floor
Minneapolis, MN 55415
Phone: (713) 503-5788
Email: Sandra.adrian@computershare.com

And

Computershare Trust Company, National Association
211 Quality Circle
College Station, TX 77845
Attn: Computershare Corporate Trust
Phone: (713) 503-5788
Email: sandra.adrian@computershare.com

TO THE SUCCESSOR TRUSTEE:

Zions Bancorporation, National Association,
Amegy Bank Division
1801 Main Street, Suite 460
Houston, Texas 77002
Attn: Corporate Trust Department
Phone: (713) 232-6098
Email: jeffrey.dunbar@amegybank.com

TO THE COUNTY:

Fort Bend County, Texas
County Administration Building
401 Jackson Street
Richmond, Texas 77469
Attn: County Judge

With a copy to:

Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, TX 77478
Attn: Chairman

12. Corporate Trust Office. All references in the Master Indenture and related documents to "corporate trust office" or other similar references to the corporate trust office of the trustee shall be deemed to refer to the corporate trust office of the Successor Trustee described in Section 11 of this Agreement.

13. Ratification of Indenture. In all respects not inconsistent with the terms and provisions of this Agreement, the Master Indenture is hereby ratified, approved and confirmed. In executing and delivering this Agreement, the Prior Trustee and the Successor Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Master Indenture.

14. Effective Date. This Agreement and the resignation, appointment and acceptance effected hereunder shall be effective as of the Effective Date.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts shall together constitute one and the same agreement. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic

and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. Severability. In the event that any provisions of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in the Agreement.

19. Amendments. This Agreement may not be amended or modified except by agreement set forth in a written memorandum executed by all parties to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Prior Trustee

By: _____
Name: _____
Title: _____

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, AMEGY BANK DIVISION, as
Successor Trustee

By: _____
Name: _____
Title: _____

FORT BEND COUNTY, TEXAS, as County

By: _____
Name: _____
Title: _____

EXHIBIT A

PRIOR TRUSTEE RESIGNATION LETTER

EXHIBIT B

LETTER APPOINTING SUCCESSOR TRUSTEE

EXHIBIT C

[Information will be populated once form of agreement is considered in final form.]

Series 2012 Bonds

Debt Service Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Debt Service Reserve Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Series 2014 Bonds

Debt Service Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Debt Service Reserve Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Series 2016 Bonds

Debt Service Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Debt Service Reserve Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

Series 2021 Bonds

Debt Service Fund:

Cash \$ _____
US Treasury Bill due _____ \$ _____ (par amount)

The cash is to be delivered to the Successor Trustee using the following wire instructions:

[see attached Successor Trustee wire instructions]

The US Treasury Bills are to be delivered to the Successor Trustee using the following delivery instructions:

[see attached Successor Trustee fed delivery instructions]