

ORDER AUTHORIZING THE ISSUANCE OF FORT BEND COUNTY,
TEXAS TAX ANTICIPATION NOTE, SERIES 2023; SETTING CERTAIN
PARAMETERS FOR THE NOTE; AUTHORIZING THE PRICING OFFICER
TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER
PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, Fort Bend County, Texas (the “County”) is authorized to issue notes payable from ad valorem taxes pursuant to Chapter 1431, Texas Government Code;

WHEREAS, the Commissioners Court of the County, on the recommendation of the County Auditor, hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue the “Fort Bend County, Texas, Tax Anticipation Note, Series 2023” for the purposes herein described and that the Note shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the County;

WHEREAS, the County has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the County qualifies as an “issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Sections 1371.053, Texas Government Code, the County desires to delegate the authority to the County Judge and/or the County Auditor to effect the sale of the Note; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

1. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC.

“Note” means one or more series of Fort Bend County Tax Anticipation Note, Series ¹ authorized in this Order and more fully described in the Officer’s Pricing Certificate, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the

¹ Insert from Officer’s Pricing Certificate.

Registrar is authorized by law or executive order to close.

“Closing Date” means the date of delivery of the applicable series of the Note to the Underwriters.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means Fort Bend County, Texas.

“County Auditor” means Robert Sturdivant, or any successor in that office.

“County Judge” means K. P. George, or any successor in that office.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the interest and sinking fund for payment of the Note established by the County in Section 19 of this Order.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Initial Note” means the Initial Note authorized by Section 4(b).

“Interest Payment Date”, when used in connection with any Note, means the dates set forth in the Officer’s Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board or its successor.

“Officer’s Pricing Certificate” means the certificate signed by the County Judge or the County Auditor containing the information regarding the issuance of the Note specified herein.

“Order” as used herein and in the Note means this order authorizing the Note.

“Owner” means any person who shall be the registered owner of any outstanding Note.

“Pricing Officer” means each of the County Judge and the County Auditor.

“Purchase Agreement” means the purchase agreement or bid form between the County and the Underwriters described in Section 4(e) of this Order regarding each issuance of the Note specified herein.

“Record Date” means, for any Interest Payment Date, the close of business on the fifteenth day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Note registered to, each Owner.

“Registrar” means Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas and its successors in that capacity.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Underwriters” means the individual underwriter or underwriting syndicate identified in the applicable Officer’s Pricing Certificate.

3. Authorization. The Note shall be issued from time to time in fully registered form, in one or more series, in a maximum aggregate authorized principal amount not to exceed \$25,000,000 for the purpose of (i) working capital to address the County’s cumulative cash flow deficit and (ii) paying the costs of issuance of the Note, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code and Chapter 1371, Texas Government Code.

4. Delegation of Authority. As authorized by 1371.053, Texas Government Code, the Pricing Officer is hereby authorized to act on behalf of the County through a date one year from the date of this Order, from time to time, in selling and delivering one or more series of Note, subject to the conditions and carrying out the other procedures as set forth below. Note sold pursuant to a Purchase Agreement or bid form executed on or before the expiration date above may be delivered after such date, provided that such delivery date shall occur within ninety (90) days of the sale of the Note.

(a) Designation. The Note shall be designated as “FORT BEND COUNTY, TEXAS TAX ANTICIPATION NOTE, SERIES ____²” and more fully described in the Officer’s Pricing Certificate.

(b) The Note may be issued in the principal amounts and bearing interest at the rates set forth in the, and Officer’s Pricing Certificate, may be transferred and exchanged as set out in this Order shall be numbered ICI-1 and all other Notes, if any, shall be numbered in sequence beginning with RCI-1. Notes delivered on transfer of or in exchange for other Notes, if any, shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Note or Notes in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Note shall be dated, mature on the dates in each of the years and in the amounts set out in any Officer’s Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer’s Pricing Certificate and shall bear

² Insert from Officer’s Pricing Certificate.

interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Note. The Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering the Note and carrying out the other procedures specified in this Order, including, without limitation, determining the date on and price at which the Note will be sold, the method and manner of sale (public or private), the issuance date and dated date of the Note, the designation or title of the Note, the years in which the Note will mature, the aggregate principal amount of the Note, the principal amount or Maturity Amount, as the case may be, to mature in each year of maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, any redemption terms and provisions (including terms and provisions for optional and mandatory sinking fund redemption), whether to apply for municipal note insurance, and all other matters relating to the issuance, sale and delivery of the Note, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the aggregate principal amounts of all series of the Note issued for the purposes set forth in Section 3 shall never exceed the maximum principal amount authorized in Section 3;
- (ii) the maximum maturity date shall be no later than 40 years from the dated date; and
- (iii) the net effective interest rate on the Note shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code.

(e) Sale; Purchase Agreement. Each series of the Note or Notes shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate in accordance with the terms of a Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute such Purchase Agreement(s) on behalf of the County, and the Pricing Officer and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Note.

(f) Use of Proceeds. Except as otherwise set forth in the Officer's Pricing Certificate, proceeds from the sale of the Note shall, promptly upon receipt by the County, be applied as follows:

- (i) If applicable, accrued interest in the amount of \$_____ ³ and net premium on the Note in the amount of \$_____ ⁴ shall be deposited into the Debt Service Fund.

³ Insert from Officer's Pricing Certificate.

⁴ Insert from Officer's Pricing Certificate.

- (ii) Net premium on the Note in the amount of \$ _____⁵ shall be used to pay the costs of issuance.
- (iii) Net premium on the Note in the amount of \$ _____⁶ shall be used to pay the Underwriters' discount.
- (iv) Note proceeds in the amount of \$ _____⁷ shall be used for the purposes described in Section 3 of the Order.
- (v) Any proceeds of the Note remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Note. (a) The Note shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if each of the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the County had been manually impressed upon each of the Note.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the authentication of such Note or before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Note delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificates shall be evidence that the Initial Note have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Note, in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Note, the Registrar shall cancel the Initial Note and definitive Note shall be delivered to DTC.

⁵ Insert from Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

⁷ Insert from Officer's Pricing Certificate.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Note. The principal of the Note shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Houston, Texas. The interest on each Note shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The County covenants that at all times while any Note or Notes are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Note. The County reserves the right to change the Registrar for the Note on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Note. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Note shall be registered in the name set forth in the applicable Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Notes, if any, shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Note, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Note, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on

the Register, of any notice with respect to the Note, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Note. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of and interest on the Note, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Note only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Note to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County, in its sole discretion, determines that the beneficial owners of the Note should be able to obtain certificated Note(s), or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of the Note and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts, as identified by DTC. In such event, the Notes shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal of or interest on such Note, and for all other purposes, whether or not such Note is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Note in accordance with this

Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Note to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Note or Notes remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Note remains outstanding, the Registrar shall keep the Register at its principal payment office in Houston, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Notes in accordance with the terms of this Order.

Each Note shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Houston, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Note for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Note or Notes of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note or Notes so presented.

All Notes shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Houston, Texas, for a Note or Notes of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Note or Notes presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Notes in accordance with the provisions of this Section. Each Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such Note is delivered.

The County or the Registrar may require the Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

14. Mutilated, Lost, or Stolen Note. Upon the presentation and surrender to the Registrar of a mutilated Note, the Registrar shall authenticate and deliver in exchange therefor a replacement Note of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Note is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

- (1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Note;
- (2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the County and the Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Note, authorize the Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

15. Cancellation of Note. All Notes paid in accordance with this Order, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Notes.

16. Optional and/or Mandatory Redemption; Defeasance. The Note is subject to optional and/or mandatory redemption as set forth in the Form of Note and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Note to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Note to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption

FORT BEND COUNTY, TEXAS (the “County”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Note at the principal payment office of Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas (the “Registrar”), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from June [15], 2023, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Note is payable by check on _____¹⁰ and _____¹¹ beginning on _____¹², mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the fifteenth day of the month next preceding each interest payment date.

[THIS NOTE is one of a duly authorized issue of Notes, aggregating \$ _____¹³ (the “Note”)], issued for the purpose of (i) working capital to address the County’s cumulative cash flow deficit and (ii) paying the costs of issuance of the Note., under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code and Chapter 1371, Texas Government Code.

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Notes maturing on or after _____¹⁴, in whole or from time to time in part, in integral multiples of \$5,000, on _____¹⁵, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Notes are to be redeemed, the County shall select the Notes to be redeemed.

[If applicable, mandatory redemption language]¹⁶

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Note to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Notes or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise

¹⁰ Insert from Officer’s Pricing Certificate.

¹¹ Insert from Officer’s Pricing Certificate.

¹² Insert from Officer’s Pricing Certificate.

¹³ Insert from Officer’s Pricing Certificate.

¹⁴ Insert from Officer’s Pricing Certificate.

¹⁵ Insert from Officer’s Pricing Certificate.

¹⁶ Insert from Officer’s Pricing Certificate.

accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS NOTE IS EXCHANGEABLE at the principal payment office of the Registrar in Houston, Texas, for Notes in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Note is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Note, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Note and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Note have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Note has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Note.

(AUTHENTICATION

(SEAL)

FORT BEND COUNTY, TEXAS

CERTIFICATE)

County Judge

County Clerk

(b) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Note has been delivered pursuant to the Note Order described in the text of this Note.

Zions Bancorporation, National Association dba Amegy Bank Division,
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Note on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Note in every particular, without any alteration, enlargement or change whatsoever.

(e) The Initial Note shall be in the form set forth in paragraphs (a), (b), (d), and (e) of this Section, except as otherwise provided in the Officer's Pricing Certificate and except for the following alterations:

(i) immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Note, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Note, the words "on the maturity date specified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Notes shall be numbered ICI-1.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Note or Notes, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Note.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Fort Bend County, Texas Tax Anticipation Note, Series ¹⁷ Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Note authorized by this Order shall be deposited, as collected, in such Fund. While the Note or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner and at the same time other County taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County sufficient to pay the current interest on said Note as the same becomes due, and to provide and maintain a sinking fund sufficient to pay the principal of the Note as such principal matures but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose.

To pay the debt service coming due on the Note prior to receipt of taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby

¹⁷ Insert from Officer's Pricing Certificate.

certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amounts shall be used for no other purpose.

20. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Note has been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Note and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Note has been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Note, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Notes or other obligations of the County is the respective date on which such series or sub-series of the Notes or other obligations of the County is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the

Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Notes issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Notes.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Notes shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The County shall not use, permit the use of or omit to use Gross Proceeds of the Notes or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County shall have received a written opinion of counsel nationally recognized in the field of municipal Note law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the County shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall, at all times after the Issue Date of any Note and prior to the last stated maturity of the Notes

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Notes (including property financed with Gross Proceeds of the Notes) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless

such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Notes) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the County shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Notes) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the final stated maturity or final payment of the Notes, directly or indirectly invest Gross Proceeds of the Notes in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The County shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Notes on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the County shall:

(i) account for all Gross Proceeds of the Notes (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The County may, however, to the extent permitted by law, commingle Gross Proceeds of the Notes with other money of the County,

provided that the County separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Notes not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The County shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Notes by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the County shall not, at any time after the Issue Date of the Notes and prior to the earlier of the final stated maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Not Hedge Notes. The County did not invest more than 50 percent of the Proceeds of the Notes, and will not invest more than 50 percent of the proceeds of the Notes, in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Notes, the County will reasonably expect, and on the Issue Date of the Notes, the County reasonably expected, that at least 85 percent of the Net Sale Proceeds of the Notes and Notes, respectively, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

23. Continuing Disclosure Undertaking. If the Notes are sold by public offering or are otherwise subject to SEC Rule 15c2-12, the following provisions shall apply:

(a) Annual Reports. The County will provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County, financial information and operating data with respect to the County of the general type included in this Official Statement, authorized pursuant to Section 24 of this Order, under Tables numbered 1 through 7 and 9 through 15 and

(2) if not provided as part such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in APPENDIX B of the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) Event Notices. The County shall submit a notice to the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Notes:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- (vii) Modifications to rights of holders of the Notes, if material;
- (viii) Note calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Notes, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the County;
- (xiii) The consummation of a merger, consolidation, or acquisition

involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

For these purposes, any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

As used in clauses (xv) and (xvi) above, the term “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 24(a) of this Order by the time required by such Section.

All information and notices shall be provided to the MSRB in an electronic format, as prescribed by the MSRB, and all documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Notes within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance

with Texas law that causes Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the County, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Notes in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Notes consent to such amendment or (b) a person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Notes. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

(d) The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized Note counsel) determines that such amendment will not materially impair the interests of the registered Owners and beneficial owners of the Notes. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

24. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Note and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement. In the event the Note is sold pursuant to a competitive sale, the Pricing Officer is hereby authorized to approve, in the name and on behalf of the County, in connection with the sale of the Note, the preparation and distribution of a Notice of Sale.

25. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the County Judge is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order, in the judgment of the County Judge, and in the opinion of Bond Counsel to the County, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Note by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Note or such documents shall be subject to the prior approval of the Commissioners Court.

26. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order and the Purchase Agreement, the County Judge, the County Clerk or the Deputy

County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the Note, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

27. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

28. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Note or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Note.

29. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

[Signature page follows]

PASSED AND APPROVED this 9th day of May, 2023.

County Judge
Fort Bend County, Texas

ATTEST:

County Clerk
Fort Bend County, Texas

(SEAL)