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**ORDER AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF
FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE
REFUNDING BONDS, SERIES 2024; THE EXECUTION OF
DOCUMENTS AND THE APPROVAL OF CERTAIN MATTERS
RELATING THERETO**

WHEREAS, Fort Bend County, Texas, acting through its Commissioners Court (the “County”), is authorized pursuant to and in accordance with the provisions of Chapter 284, Texas Transportation Code, as amended (the “Act”), among other things to:

- (1) construct, acquire, improve, operate, maintain, or pool a project exclusively in the county, in the county and outside the county or in one or more adjacent counties;
- (2) issue tax bonds, revenue bonds, or combination tax and revenue bonds to pay the cost of the construction, acquisition, or improvement of a project; or
- (3) issue tax bonds, revenue bonds, or combination tax and revenue bonds to refund outstanding bonds issued for any part of a pooled project, including payment of a bond redemption premium and any interest to the date of redemption; or
- (4) impose tolls or charges as otherwise authorized by the Act;

WHEREAS, the Act defines a “Project” in part as, a causeway, bridge, tunnel, turnpike, highway, ferry, or any combination of those facilities, including:

- (1) a necessary overpass, underpass, interchange, entrance plaza, toll house, service station, approach, fixture, and accessory and necessary equipment that has been designated as part of the project by order of a county;
- (2) necessary administration, storage, and other buildings that has been designated as part of the project by order of a county; and
- (3) all property rights, easements, and related interests acquired.

WHEREAS, the Act provides:

If bonds issued pursuant to the Act are payable in whole or in part from project revenue, the county shall impose tolls and charges that are, together with other money or revenues available for the project, including ad valorem tax, sufficient to:

- (1) pay the maintenance and operating expenses of the project;
- (2) pay the principal of, premium of, if any, and interest on the bonds when due;
- (3) establish a reserve for payment of bond principal, premium, and interest; and
- (4) establish an adequate fund for project depreciation and replacement.

WHEREAS, the County has previously issued its (1) Senior Lien Toll Road Revenue Bonds, Series 2012 pursuant to the Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “Indenture”) and the First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “First Supplemental Indenture”), (2) Senior Lien Toll Road Revenue Bonds, Series 2014 pursuant to the Indenture and the Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2014 (the “Second Supplemental Indenture”), (3) Senior Lien Toll Road Revenue Bonds, Series 2016 pursuant to the Indenture and the Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of February 1, 2016 (the “Third Supplemental Indenture”), and (4) Senior Lien Toll Road Revenue Bonds, Series 2021 pursuant to the Indenture and the Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of July 1, 2021 (the “Fourth Supplemental Indenture”), each between the County and Wells Fargo Bank, N.A., as trustee (the “Prior Trustee”);

WHEREAS, prior to the issuance of the Bonds, the Prior Trustee resigned as trustee under each of the Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental and Indenture and Fourth Supplemental Indenture and was placed by Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas as trustee (the “Trustee”) for the bonds listed above.

WHEREAS, the County has determined to issue its Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 (the “Series 2024 Bonds”) pursuant to the Indenture and the Fifth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture dated as of April 15, 2024 (the “Fifth Supplemental Indenture”) between the County and the Trustee (the Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture are referred to herein collectively as the “Senior Lien Indenture”);

WHEREAS, capitalized terms used in this Order and not otherwise defined shall have the meaning given to such terms in the Senior Lien Indenture;

WHEREAS, the proceeds of the Series 2024 Bonds will be applied for the purposes set forth in the Fifth Supplemental Indenture, which include paying the costs of refunding a portion of the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 (the “Refunded Bonds”) and the costs and expenses arising in connection with the issuance of the Series 2024 Bonds;

WHEREAS, the Commissioners Court of the County has been presented with, has considered and desires to ratify and approve the use in the public offering of the Series 2024 Bonds, a Preliminary Official Statement (the “Preliminary Official Statement”), and desires to authorize the preparation and use of a final Official Statement (the “Official Statement”) pertaining to the Series 2024 Bonds;

WHEREAS, the Commissioners Court of the County confirms its obligation under the Indenture to levy ad valorem taxes within the limits prescribed by law, to pay the operation costs of the Project and for such other purposes as required by the Indenture, if necessary;

WHEREAS, the Commissioners Court of the County desires to ratify certain other actions heretofore taken with respect to the Series 2024 Bonds and the Refunded Bonds;

WHEREAS, the Commissioners Court of the County has examined the Fifth Supplemental Indenture, the Bond Purchase Agreement, and the Preliminary Official Statement, 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; and has determined to authorize the issuance of the Series 2024 Bonds, 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.

THE SERIES 2024 BONDS

Section 1.1. Sale, Execution, and Delivery of the Series 2024 Bonds. That the issuance of the Series 2024 Bonds is hereby authorized in an amount not to exceed \$40,000,000, under and in accordance with the Pricing Certificate, Senior Lien Indenture, and that, upon execution and delivery of the Fifth Supplemental Indenture, the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Series 2024 Bonds and to deliver the Series 2024 Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts for registration and the Trustee or authenticating agent for authentication, and thereafter to deliver such Series 2024 Bonds to the Underwriters pursuant to the Bond Purchase Agreement.

Section 1.2. Authorized Officer. As authorized by Chapter 1371, Texas Government Code, as amended, the County Judge and the County Auditor (each an "Authorized Officer") are hereby authorized to act on behalf of the County in selling and delivering the Series 2024 Bonds and carrying out other procedures specified herein, including agreeing to and stipulating the price at which the Series 2024 Bonds will be sold, the date or dates on which the Series 2024 Bonds will be sold, the years in which the Series 2024 Bonds will mature, the total principal amount of the Series 2024 Bonds and the principal amount to mature in each of such years of maturity, the rate of interest to be borne by each such maturity, the dates, prices and terms, if any, upon which the Series 2024 Bonds will be subject to optional redemption, if applicable, prior to maturity, the purchase of a bond insurance policy or policies, if any, for all or any portion of the Series 2024 Bonds, and all other matters relating to the issuance, sale and delivery of the Series 2024 Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (1) the price to be paid for the Series 2024 Bonds shall be not be less than 90% of the aggregate original principal amount of the Series 2024 Bonds;
- (2) none of the Series 2024 Bonds shall bear interest at a rate greater than 15% per annum or in excess of the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and

(3) prior to delivery, the Series 2024 Bonds to be issued must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations.

The authority granted to the Authorized Officer in this Section shall expire on a date one year from the date of this Ordinance, unless otherwise extended by the County by separate action.

Section 1.3. Approval, Execution, and Delivery of Fifth Supplemental Indenture. That the Fifth Supplemental Indenture attached as **Exhibit “A”** is hereby approved and the officers of the County are each hereby authorized to execute, attest, and affix the County’s seal to the Fifth Supplemental Indenture, and to deliver the Indenture and Fifth Supplemental Indenture to the Trustee and the Underwriters.

Section 1.4. Approval, Execution, and Delivery of the Bond Purchase Agreement. The Series 2024 Bonds are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Bond Purchase Agreement and for the price set out in the Pricing Certificate. The form, terms and provisions of the Bond Purchase Agreement, the form of which is attached hereto as **Exhibit “B,”** are hereby approved and the Authorized Officer is hereby authorized and directed to execute and deliver such Bond Purchase Agreement upon completion of the terms thereof in accordance with the Pricing Certificate. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the representative of the Underwriters, or its designee. The County Judge 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 to and to provide for the issuance and delivery of the Series 2024 Bonds.

Section 1.5. Approval, Execution, Use, and Distribution of the Official Statement. That the Preliminary Official Statement and the use and distribution by the Underwriters of the Preliminary Official Statement, in accordance with the terms, conditions and limitations contained therein, are hereby approved, ratified, confirmed, and authorized and it is hereby deemed to be “final” as of its date for purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, except for the omission of no more than the information permitted by such Rule; that the preparation and distribution by the Underwriters of a final Official Statement in substantially the same form as the Preliminary Official Statement, attached hereto as **Exhibit “C,”** together with such additions, deletions and modifications as shall be necessary and desirable or consistent with the terms of this Order and the Senior Lien Indenture, is hereby authorized; that the officers of the County are each hereby authorized to execute the Official Statement; and that the use and distribution of the Official Statement by the Underwriters is hereby approved and authorized, subject to the terms, conditions and limitations contained therein and further subject to such amendments or additions thereto as may be required by the Bond Purchase Agreement and as may be approved by the County Judge of the County.

Section 1.6. Engagement of Professionals. The County hereby approves the engagement of (1) Holland & Knight LLP and The Muller Law Group, PLLC, together as Co-Bond Counsel to the County, and (2) West & Associates, LLP, as Disclosure Counsel to the County and confirms

the prior engagement of Post Oak Municipal Advisors LLC and TKG & Associates LLC, as Co-Financial Advisor to the County, in connection with the issuance and sale of the Bonds.

Section 1.7. Approval of Requests for Rating from Rating Agencies. That the action of the County Judge and the County's consultants in seeking ratings from Moody's Investors Service, Inc. and Fitch Ratings, Inc. is hereby ratified and confirmed.

ARTICLE II.

MATTERS RELATED TO REFUNDING

Section 2.1. Redemption Prior to Maturity of Certain Refunded Bonds. In order to maximize the County's present value savings and/or to minimize the County's costs, the County hereby authorizes and directs that the Refunded Bonds shall be called for redemption prior to maturity at such date and redemption price or prices as shall be provided in the Pricing Certificate, and the Authorized Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given notice of such redemption to the holders of such bonds in the manner required in such bonds and in the order under which they were issued.

Section 2.2. Use of Certain Funds Maintained for Refunded Bonds. Amounts on deposit in any funds or accounts which are allocable to, or available to pay, the Refunded Bonds may be withdrawn to the extent required to defease any portion of the Refunded Bonds to be refunded or transferred to the appropriate debt service fund.

ARTICLE III.

MAINTENANCE TAX

Section 3.1. Maintenance Tax. That a special fund, designated as FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE BOND MAINTENANCE TAX FUND (the "Tax Fund"), has been created under the Indenture, and the proceeds from all taxes levied, assessed and collected for and on account of the Series 2024 Bonds shall be credited to the Tax Fund. While the Series 2024 Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the County shall in each year levy, assess and collect an annual maintenance tax on all taxable property within the County fully sufficient in each such year (taking into account delinquencies and costs of collection) to produce maintenance tax revenues which shall be sufficient to (a) pay as they become due all Project Expenses, as defined in the Indenture, for which there are insufficient available Revenues, as defined in the Indenture, or (b) produce maintenance tax revenues for the Project equal to the amounts budgeted for such purpose in such year by the County, whichever is greater. In determining each year the rate at which such tax should be levied in order to be sufficient to pay the aforesaid Project Expenses, the County may consider the availability of other funds available for such purpose as provided in the Indenture, as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and any other supplemental indenture.

ARTICLE IV.

MISCELLANEOUS PROVISIONS

Section 4.1. 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, the Fort Bend County Toll Road Authority and its consultants and the other County officials in connection with the issuance of the Series 2024 Bonds are hereby ratified and confirmed.

Section 4.2. Authorization for Certain Other Actions. That the above named County officials are hereby authorized to take such other actions as may be necessary to meet with bond rating agencies, bond insurers and prospective bond purchasers so as to achieve the most favorable terms for the sale of the Series 2024 Bonds and to attend the closing for the Series 2024 Bonds, and to incur expenses for travel, meals, and lodging in connection therewith.

Section 4.3. 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, advance commitment agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests and other papers, including without limitation, engagement letters in the forms presented to the Commissioners Court of the County 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, the Senior Lien Indenture (including the Fifth Supplemental Indenture), and the Bond Purchase Agreement.

Section 4.4. 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" - Fifth Supplemental Indenture
- Exhibit "B" - Bond Purchase Agreement
- Exhibit "C" - Preliminary Official Statement

Section 4.5. Power to Revise Form of Documents. That, notwithstanding any other provision of this Order, the officers of the County are each hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as 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 Senior Lien Indenture (including the Fifth Supplemental Indenture), the Bond Purchase Agreement, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Series 2024 Bonds by the Attorney General of Texas, by any rating agency as a condition to the granting of a rating on the Series 2024 Bonds or by a bond insurance company for the issuance of a bond insurance policy guaranteeing the scheduled payment of debt service on the Series 2024 Bonds; provided, however, that any changes to such

documents resulting in substantive amendments to the terms and conditions of the Series 2024 Bonds or such documents shall be confirmed by the Commissioners Court of the County.

Section 4.6. Application of Bond Proceeds. That the proceeds of the Series 2024 Bonds shall be applied for the purposes set forth in the Fifth Supplemental Indenture.

Section 4.7. Effective Date. That this Order shall be in full force and effect from and upon its adoption.

Section 4.8. 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.

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DRAFT

ADOPTED, PASSED, and APPROVED this ____ day of February, 2024.

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)

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EXHIBIT A

FIFTH SUPPLEMENTAL INDENTURE

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FIFTH SUPPLEMENTAL
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BOND TRUST INDENTURE

BETWEEN

FORT BEND COUNTY, TEXAS

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Trustee

AUTHORIZING

\$40,000,000 FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024

Dated as of April 15, 2024

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FIFTH SUPPLEMENTAL
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BOND TRUST INDENTURE

AUTHORIZING

\$40,000,000 FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024

THIS FIFTH SUPPLEMENTAL SENIOR LIEN TOLL ROAD REVENUE REFUNDING BOND TRUST INDENTURE, dated as of the 15th day of April, 2024 (this “Fifth Supplemental Indenture”), is made by and between FORT BEND COUNTY, TEXAS (the “County”), a body politic and corporate and political subdivision of the State of Texas duly created, organized and existing under the laws of the State of Texas, and Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas, in its capacity as trustee (together with any successor trustee hereunder, the “Trustee”).

WHEREAS, there was executed and delivered the Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of May 15, 2012 (the “Indenture”), a First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of May 15, 2012 (the “First Supplemental Indenture”), a Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of December 1, 2014 (the “Second Supplemental Indenture”), a Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of February 1, 2016 (the “Third Supplemental Indenture”) and a Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of July 1, 2021 (the “Fourth Supplemental Indenture”), each between the County and Wells Fargo Bank, N.A., trustee (the “Prior Trustee”); and

WHEREAS, the Indenture provides for the issuance of Bonds of the County from time to time upon the terms and conditions provided in the Indenture; and

WHEREAS, when the County issues each Series of Bonds under the Indenture it must adopt a Supplemental Indenture providing for the terms and conditions of each such Series of Bonds; and

WHEREAS, pursuant to the Indenture, Chapters 1201, 1207 and 1371 of the Texas Government Code, as amended, and Chapter 284 of the Texas Transportation Code, as amended, the County has determined to issue a Series of Bonds under the Indenture (the “Series 2024 Bonds”) to provide funds for the refunding of a portion of the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 (the “Refunded Bonds”) and to pay costs of issuing the Series 2024 Bonds, and desires to enter into this Fifth Supplemental Indenture for such purpose;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2024 Bonds by the owners thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective owners from time to time of the Series 2024 Bonds, as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 101. Fifth Supplemental Indenture. This Fifth Supplemental Indenture is supplemental to, and is adopted in accordance with Article III and Article X of the Indenture.

SECTION 102. Definitions. (a) Except as provided in subsection (b) of this Section, all defined terms contained in the Indenture shall have the same meanings in this Fifth Supplemental Indenture, including the recitals hereof, as such defined terms are given in Section 1.01 of the Indenture, unless the context shall otherwise require.

(b) As used in this Fifth Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings with respect to the Series 2024 Bonds and all other Bonds issued under the Indenture.

“Principal Payment Date” means March 1 in the years of maturity specified in Section 202 hereof.

“Fifth Supplemental Indenture” shall mean this Fifth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture of the County dated as of April 15, 2024 authorizing the Series 2024 Bonds.

“Series 2024 Bonds” shall mean the Bonds of the County of the Series authorized by this Fifth Supplemental Indenture in the aggregate principal amount of \$40,000,000 and herein designated Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds, Series 2024.

(c) As used in this Fifth Supplemental Indenture, the following shall have the following respective meanings but only for the purposes of the Series 2024 Bonds and this Fifth Supplemental Indenture.

“Authenticating Agent” shall mean the Trustee, Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

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

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

“DTC” means The Depository Trust Company, New York, New York.

“Interest Payment Date” shall mean March 1 and September 1 of each year as applicable.

“Issuance Date” shall mean the date of initial issuance and delivery of the Series 2024 Bonds to the Underwriter, or the representative thereof, against payment therefor.

“Paying Agent” shall mean the Trustee, Zions Bancorporation, National Association, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

“Record Date” shall mean that day which is the fifteenth (15th) day of the month preceding an Interest Payment Date.

“Registrar” shall mean the Trustee, Zions Bancorporation, National Association, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

“Underwriter” shall mean, together, Mesirow Financial, Inc. and Rice Financial Products Company.

(d) Articles and sections referred to by number shall mean the articles and sections of this Fifth Supplemental Indenture.

SECTION 103. Authority of this Fifth Supplemental Indenture. This Fifth Supplemental Indenture is adopted pursuant to the provisions of the Act and the Indenture.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF SERIES 2024 BONDS, GENERAL TERMS AND PROVISIONS OF THE SERIES 2024 BONDS

SECTION 201. Name, Amount, Purpose, Authorization.

The Series 2024 Bonds, to be known and designated as FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024, shall be issued in fully registered form, without coupons, in the aggregate amount not to exceed \$40,000,000. The Series 2024 Bonds shall be issued for the purpose of paying the costs of refunding the Refunded Bonds and paying the costs of issuing the Series 2024 Bonds, all under and pursuant to the authority of the Act and all other applicable law.

SECTION 202. Date, Denomination, Interest Rates, and Maturities.

(a) The Series 2024 Bonds shall be dated April 1, 2024 and shall mature on March 1 in the years and in the amounts set forth below and shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rates set forth below payable on **September 1, 2024**, and semiannually thereafter on each March 1 and September 1. The Series 2024 Bonds shall initially be evidenced by an initial Series 2024 Bond registered by the Comptroller (the “Initial Bond”) numbered T-1 and thereafter by definitive Series 2024 Bonds numbered in sequence beginning with R-1. Definitive Series 2024 Bonds delivered on transfer of or in exchange for the Initial Bond 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 Series 2024 Bonds in lieu of which they are delivered. Interest on the Series 2024 Bonds at such rates as shown below shall be payable in the manner provided in the FORM OF BOND set forth in Exhibit A to this Fifth Supplemental Indenture.

(b) Except as provided below, no Series 2024 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Fifth Supplemental Indenture unless and until there appears thereon the Trustee's Authentication Certificate substantially in the form provided in the FORM OF BOND attached hereto as Exhibit A, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. In lieu of the executed Trustee's Authentication Certificate described above, the Initial Bond delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided in the FORM OF BOND attached hereto as Exhibit A, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(c) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Series 2024 Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or electronic signature of the County Judge, the County Clerk and the County Treasurer, approved by the Attorney General of the State of Texas, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver definitive Series 2024 Bonds to DTC.

(d) The Initial Bond shall be in the form set forth in Exhibit A, except for the following alterations:

(i) immediately under the name of the Series 2024 Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words: "As Shown Below" and the words "CUSIP No." deleted; and

(ii) in the first paragraph, 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, "in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

[Insert schedule from Section 202(a)]"

SECTION 203. Application of Bond Proceeds; Funding of Debt Service Reserve Fund. Simultaneously with the delivery of the Series 2024 Bonds, a portion of the proceeds thereof shall be deposited into the 2024 Refunded Bond Account in the amount determined by an Authorized Officer of the County, and the remaining proceeds of the Series 2024 Bonds shall be used to pay the costs of issuing the Series 2024 Bonds.

The Series 2024 Bonds are designated as a Debt Service Reserve Fund Participant under the terms of the Indenture. Upon the delivery of the Series 2024 Bonds, the County shall provide a cash deposit, if required, into the Debt Service Reserve Fund Participant Account, pursuant to Section 5.08(4) of the Indenture, which amount satisfies the requirements set forth in the definition of "Debt Service Reserve Fund Requirement" in the Indenture, with respect to the Series 2024 Bonds.

Any amounts in the Debt Service Reserve Fund Participant Account in excess of the Debt Service Reserve Fund Requirement not constituting Bond proceeds shall be transferred by the Trustee to such other Fund or Account at the written direction of an Authorized Officer of the County.

SECTION 204. Manner of Payment, Characteristics, Execution and Authentication. The Series 2024 Bonds shall be payable, shall have the characteristics, shall be signed, sealed, and executed, and shall be authenticated, all as provided and in the manner indicated in the FORM OF BOND attached as Exhibit A to this Fifth Supplemental Indenture.

SECTION 205. Legends. The Series 2024 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Fifth Supplemental Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission, brokerage board, municipal securities rulemaking board or otherwise, as may be determined by the County prior to the authentication and delivery thereof.

SECTION 206. Book-Entry-Only System. (a) Notwithstanding any provision of the Indenture or this Fifth Supplemental Indenture to the contrary, unless the County shall otherwise direct, all Series 2024 Bonds issued hereunder shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Series 2024 Bonds, and held in the custody of DTC.

(b) With respect to Series 2024 Bonds registered in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Trustee 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 Series 2024 Bonds, except as provided in this Fifth Supplemental Indenture. Without limiting the immediately preceding sentence, the County, the Registrar and the Trustee 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 Series 2024 Bonds, (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 Series 2024 Bonds, 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 Series 2024 Bonds. Notwithstanding any other provision of this Fifth Supplemental Indenture to the contrary, the County and the Trustee shall be entitled to treat and consider the person in whose name each Series 2024 Bond is registered in the Register as the absolute Owner of such Series 2024 Bond for the purpose of payment of principal of and interest on the Series 2024 Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Fifth Supplemental Indenture and the Indenture, 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 Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Series 2024 Bond certificate

evidencing the obligation of the County to make payments of amounts due pursuant to this Fifth Supplemental Indenture. Upon delivery by DTC to the Trustee 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 Fifth Supplemental Indenture with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

SECTION 207. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that DTC discontinues the services described hereinabove, 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 Series 2024 Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Series 2024 Bonds and transfer one or more separate Series 2024 Bonds to DTC Participants having Series 2024 Bonds credited to their DTC accounts, as identified by DTC. In such event, the Series 2024 Bonds shall no 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 Series 2024 Bonds shall designate, in accordance with the provisions of this Fifth Supplemental Indenture. In connection with any proposed transfer outside the book-entry only system, the County or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

SECTION 208. Payments to Cede & Co. Notwithstanding any other provision of this Fifth Supplemental Indenture to the contrary, so long as any Series 2024 Bonds 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 Series 2024 Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

SECTION 209. Optional and Mandatory Redemption Prior to Maturity. The Series 2024 Bonds are subject to optional and mandatory redemption prior to stated maturity at the dates, upon the terms and in the manner provided in the Form of Bond set forth in Exhibit A attached hereto, the Indenture and as hereinafter further provided:

(a) All redemption notices shall be sent by the Trustee and must contain the information required by the Indenture and any conditions to such redemption.

(b) Redemption notices must be sent by the Trustee to all registered Owners of the Series 2024 Bonds to be redeemed at least 30 days and no more than 60 days prior to the redemption date.

If less than all the Series 2024 Bonds within the same stated maturity are called for redemption, the particular Series 2024 Bonds or portion of Series 2024 Bonds to be redeemed will be selected randomly by the Trustee using such method as the Trustee in its discretion may deem

proper; provided, however, that the portion of any Series 2024 Bonds to be redeemed will be in authorized denominations and that, in selecting Series 2024 Bonds for redemption, the Trustee will treat each Series 2024 Bond as representing that number of Series 2024 Bonds which is obtained by dividing the amount of such Series 2024 Bond by \$5,000.

If it is determined that one or more, but not all, of the \$5,000 units represented by any such Series 2024 Bond is to be called for redemption, then, upon notice of intention to redeem such \$5,000 unit or units, the registered Owner of such Series 2024 Bond will forthwith surrender such Series 2024 Bond to the Paying Agent or the Registrar for (i) payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units called for redemption, and (ii) exchange for a new Series 2024 Bond or Series 2024 Bonds of the aggregate amount of the unredeemed balance of such Series 2024 Bond, and such new Series 2024 Bond or Series 2024 Bonds will be numbered corresponding to the numbers of the \$5,000 units of principal amount not called for redemption. If the registered Owner of such Series 2024 Bond of a denomination greater than \$5,000 fails to present such Series 2024 Bond, such Series 2024 Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units called for redemption (and to that extent only).

(c) The County reserves the right to give notice of its election or direction to redeem Series 2024 Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys or Investment Securities, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of an Authorized Officer of the County to the Trustee instructing the Trustee to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys or Investment Securities are not so deposited or if the notice is rescinded. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Series 2024 Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

SECTION 210. Appointment of Authenticating Agent, Paying Agent and Registrar. Zions Bancorporation, National Association, is hereby appointed as the Authenticating Agent, Paying Agent and Registrar to act on behalf of the Trustee for the Series 2024 Bonds. By its execution hereof Zions Bancorporation, National Association hereby accepts the duties and obligations imposed on it as Authenticating Agent, Paying Agent and Registrar by the Indenture and this Fifth Supplemental Indenture for the Series 2024 Bonds.

The Registrar shall also maintain a copy of the books of registration for the Series 2024 Bonds or access to the books of registration in the State of Texas at the Registrar's offices in Houston, Texas, which shall be kept current by the Registrar.

SECTION 211. Redemption of Refunded Bonds.

(a) The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The County Auditor is hereby authorized and directed to cause to be delivered to the paying agent/registrars for the Refunded Bonds a certified copy of this Fifth Supplemental Indenture calling the Refunded Bonds for redemption. The delivery of this Fifth Supplemental Indenture to the paying agent/registrars for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent/registrars for the Refunded Bonds, and such paying agent/registrars is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the Indenture. Following the deposit to the Refunded Bonds Account, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in such account for the purpose of refunding the Refunded Bonds and shall cease to be payable from any other source.

ARTICLE III.

FEDERAL INCOME TAX EXCLUSION

SECTION 301. Federal Income Tax Covenants. (a) General. The County intends that the interest on the Series 2024 Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Treasury Regulations (the “Regulations”). The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Series 2024 Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the County covenants and agrees to comply with each requirement of this Section 301; provided, however, that the County will not be required to comply with any particular requirement of this Section 301 if the County has received an opinion of nationally recognized bond counsel (“Counsel’s opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2024 Bonds or (ii) compliance with some other requirement set forth in this Section 301 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 301.

(b) No Private Use or Payment and No Private Loan Financing. The County covenants and agrees that it will make such use of the proceeds of the Series 2024 Bonds, including interest or other investment income derived from Series 2024 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Series 2024 Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2024 Bonds are delivered, that the proceeds of the Series 2024 Bonds will not be used in a manner that would cause the Series

2024 Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Series 2024 Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations promulgated thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Series 2024 Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations promulgated thereunder.

(e) No Arbitrage. The County covenants and agrees that it will make such use of the proceeds of the Series 2024 Bonds, including interest or other investment income derived from Series 2024 Bond proceeds, regulate investments of proceeds of the Series 2024 Bonds, and take such other and further action as may be required so that the Series 2024 Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2024 Bonds are delivered, that the proceeds of the Series 2024 Bonds will not be used in a manner that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the County does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Series 2024 Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Series 2024 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Series 2024 Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series 2024 Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2024 Bonds, or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2024 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2024 Bonds are issued, an information statement concerning the Series 2024 Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 2024 Bonds until three years after the last Series 2024 Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Series 2024 Bonds by the Internal Revenue Service.

(i) Registration. The Series 2024 Bonds will be issued in registered form.

(j) Deliberate Actions. The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2024 Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Series 2024 Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Favorable Opinion of Bond Counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Indenture, the County's obligations under the covenants and provisions of this Section 301 will survive the defeasance and discharge of the Series 2024 Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes.

ARTICLE IV.

CONTINUING DISCLOSURE UNDERTAKING

SECTION 401. Definitions. For the purposes of this Article, the following terms have the meanings assigned to them below:

“Annual Financial Information and Operating Data” means the financial information and operating data with respect to the County of the general type included in the final official statement prepared in connection with the issuance of the Series 2024 Bonds under Tables numbered 1 through 5 and in Appendices A and B of such official statement.

“EMMA” means the MSRB via the Electronic Municipal Market Access System established by the MSRB.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

SECTION 402. Annual Reports. The County shall provide updated Annual Financial Information and Operating Data to the MSRB. The County will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2024; provided that the County’s financial information of the general type included in Appendix A to the final official statement prepared in connection with the issuance of the Series 2024 Bonds (“Appendix A”) shall be filed within 12 months after the end of each fiscal year. Any financial statements so provided shall be (1) prepared in accordance with such accepted accounting practices as, in the opinion of a certified public accountant, conforms at the time to a body of generally accepted accounting principles, and (2) Pricing Certificate, if an audit of such statements is commissioned and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited Annual Financial Information and Operating Data which is customarily prepared for the applicable fiscal year within six months of the end of the fiscal year (or, with respect to the County’s financial information of the general type included in Appendix A, within 12 months of the end of the fiscal year), and audited financial statements, when and if the audit report on such statements becomes available.

The County’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year; provided that the County’s financial information of the general type included in Appendix A shall be filed by September 30 in each year. If the County changes its fiscal year, the County will notify EMMA of the change (and of 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 Article.

The financial information and operating data to be provided pursuant to this Article 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) that theretofore has been provided to EMMA or filed with the SEC.

SECTION 403. Event Notices. The County shall notify EMMA, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Series 2024 Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if Material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;

- F. 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-exempt status of the Series 2024 Bonds, or other events affecting the tax-exempt status of the Series 2024 Bonds;
- G. Modifications to rights of holders of the Series 2024 Bonds, if Material;
- H. Bond calls, if Material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Series 2024 Bonds, if Material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County or other obligated person within the meaning of the Rule;
- M. Consummation of a merger, consolidation, or acquisition involving the County or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the County or other obligated person within the meaning of the Rule, 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
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if Material.
- O. The incurrence of a financial obligation of the County, if material, or an 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
- P. A 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.

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 402 of this Order by the time required by such Section.

The County reserves the right to file all information and notices required under this Section through the facilities of DisclosureUSA or any other central post office approved by the SEC for such purpose.

For purposes of the event identified in paragraph L above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for

an obligated person within the meaning of the Rule 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 obligated person within the meaning of the Rule, 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 obligated person within the meaning of the Rule.

SECTION 404. Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Series 2024 Bonds within the meaning of the Rule, except that the County in any event will give the notice required by Section 403 of any Series 2024 Bond calls and defeasances that cause the County to be no longer such an “obligated person.”

The provisions of the Article are for the sole benefit of the Owners and beneficial owners of the Series 2024 Bonds, and nothing in this Article, 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 Article 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 Article 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 Series 2024 Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY SERIES 2024 BOND 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 ARTICLE, 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 obligation under this Article shall constitute a breach of or default under this Fifth Supplemental Indenture or the Indenture for purposes of any other provision of this Fifth Supplemental Indenture or the Indenture.

Nothing in this Article 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 Article 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 Article, as so amended, would have permitted an underwriter to purchase or sell Series 2024 Bonds in the original primary offering of such Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Fifth Supplemental Indenture or the Indenture that authorizes such an amendment) of the Outstanding Series 2024 Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2024 Bonds. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 402 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 repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Series 2024 Bonds in the primary offering of the Series 2024 Bonds.

ARTICLE V.

COVENANTS AND MISCELLANEOUS PROVISIONS

SECTION 501. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Fifth Supplemental Indenture to be given to or filed with the County or the Trustee shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

If to County: Fort Bend County, Texas
County Administration Building
301 Jackson St.
Richmond, Texas 77469
Attn: County Judge

If to Trustee: Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, Texas 77002
Attn: Corporate Trust Department
Phone: (713) 232-6098
Email: jeffrey.dunbar@zionsbancorp.com

SECTION 502. No Recourse on Series 2024 Bonds. No recourse shall be had for payment of the principal of or interest on the Series 2024 Bonds or for any claim based thereon or on this Fifth Supplemental Indenture or the Indenture against the County Judge or any Commissioner or officer of the County or any person executing the Series 2024 Bonds and neither the County Judge or any Commissioner or officer of the County nor any person executing the

Series 2024 Bonds of the County shall be liable personally on the Series 2024 Bonds by reason of the issuance thereof.

SECTION 503. Execution in Several Counterparts. This Fifth Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

SECTION 504. Insurance Provisions.

- 1) Notice and Other Information to be given to BAM. The County will provide Build America Mutual Assurance Company (“BAM”) with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 1 World Financial Center, 27th Floor, 200 Liberty Street, New York, NY 10281, Attention: Surveillance, Re: Policy Nos. **2021B0626 and 2021R0626**, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the County shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.
- b) The County will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking

fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

- c) The County shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Trustee and Paying Agent.

- a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by BAM in writing.

- b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The County shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

- a) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:

- i. To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or
- ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or
- iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
- iv. To add to the covenants and agreements of the County in the Security Documents other covenants and agreements thereafter to be observed by the

County or to surrender any right or power therein reserved to or conferred upon the County.

- v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents.
- b) *Consent of BAM in Addition to Bondholder Consent.* Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
- c) *Insolvency.* Any reorganization or liquidation plan with respect to the County must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the County or Obligor under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.
- d) *Control by BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM’s written consent.
- e) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.
- f) *Consent of BAM for acceleration.* BAM’s prior written consent is required as a condition precedent to and in all instances of acceleration.

- g) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
- h) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, “Insurer Default” means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).
- 5) Loan/Lease/Financing Agreement.
- a) The security for the Insured Obligations shall include a pledge and assignment of any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a “Financing Agreement”) and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged and assigned to the Trustee for the benefit of the holders of the Insured Obligations.
- b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.
- 6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

- 7) Payment Procedure Under the Policy. In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the County to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and
- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate

all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the County on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the County with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the County, the Paying Agent and Trustee agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the County /Obligor, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
 - b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- 8) Additional Payments. The County agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs

and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The County agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the County agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy (“BAM Policy Payment”); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the County, payable to BAM at the Late Payment Rate per annum (collectively, “BAM Reimbursement Amounts”) compounded semi-annually. The County hereby covenants and agrees that the BAM Reimbursement Amounts are payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

- 9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.
- 10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the County (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.
- 12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the County shall not sell, lease, transfer, encumber or otherwise dispose of the Project or any material portion thereof, except upon obtaining the prior written consent of BAM.
- 13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.
- 14) If an event of default occurs under any agreement pursuant to which any Obligation of the County has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the

interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this Indenture and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing “Obligation” shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the County and the Trustee agree to comply with the following provisions:

- a) The County shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) and pay all related reasonable expenses incurred by BAM (the “Bond Insurer”). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference

to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.
- c) If the County shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.
- d) This Indenture shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The County’s obligation to pay such amount shall expressly survive payment in full of the Bonds.
- e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.
- f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.
- g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document.

16) Definitions.

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Insured Obligations” shall mean the FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE BONDS, SERIES 2024.

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury

or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

[Execution Pages Follow]

IN WITNESS WHEREOF, the County and the Trustee have caused this Fifth Supplemental Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

FORT BEND COUNTY, TEXAS

(SEAL)

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

Zions Bancorporation, National Association,
as Trustee

By: _____

Name: _____

Title: _____

Amegy Bank Division

DRAFT

EXHIBIT A

FORM OF BOND

(a) Form of Series 2024 Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FORT BEND

REGISTERED NUMBER

¹R- _____

REGISTERED DENOMINATION

\$ _____

FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE BONDS, SERIES 2024

INTEREST RATE: MATURITY DATE: ISSUANCE DATE: CUSIP:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

²Fort Bend County, Texas (the “County”), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at Zions Bancorporation, National Association, (the “Trustee” or the “Registrar”), at its designated office, the principal amount identified above, payable in any coin or currency of the United States of America, which on the date of payment of such principal 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 the later of the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is on September 1, 2024, and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date. In the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a

¹ Initial Bond shall be numbered T-1.

² The first paragraph of the Initial Bond shall read as follows: FORT BEND COUNTY, TEXAS (the “County”), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the date specified below, upon presentation and surrender of this Bond at the designated corporate trust office of Zions Bancorporation, National Association, Houston Texas (the “Registrar”), or at its principal payment office in Dallas, Texas, on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 202(a) of the Indenture], payable in any coin or currency of the United States of America which on the date of payment of such principal 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 the later of [____], 2024, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on March 1, 2025, and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the 15th day of the month next preceding each interest payment date.

“Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Series 2024 Bond appearing on the Register at the close of business on the last Business Day preceding the date of mailing of such notice.

THIS BOND IS ONE OF A SERIES OF BONDS designated “Fort Bend County, Texas, Senior Lien Toll Road Revenue Refunding Bonds, Series 2024” (herein called the “Series 2024 Bonds”), dated as of April 15, 2024, aggregating \$40,000,000, issued for the purpose of paying the costs of refunding the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014, under and pursuant to Chapters 1201, 1207 and 1371, Texas Government Code, as amended, and Chapter 284, Texas Transportation Code, as amended (collectively, the “Act”), and paying the costs of issuing the Series 2024 Bonds. The Series 2024 Bonds are issued under and pursuant to that certain Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (herein called the “Original Indenture”), between the County and the Prior Trustee, as supplemented by the First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, between the County and the Prior Trustee (herein called the “First Supplemental Indenture”), as supplemented by the Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2014, between the County and the Prior Trustee (herein called the “Second Supplemental Indenture”), as supplemented by the Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of February 1, 2016, between the County and the Prior Trustee (herein called the “Third Supplemental Indenture”), as supplemented by the Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of July 1, 2021, between the County and the Prior Trustee (herein called the “Fourth Supplemental Indenture”) and as supplemented by the Fifth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture dated as of April 1, 2024, between the County and the Trustee (herein called the “Fifth Supplemental Indenture”). The Original Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, and as may be further amended and supplemented from time to time, is herein called the “Indenture.” To the extent of any conflict between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

THE SERIES 2024 BONDS are payable from and secured by a first lien on and pledge of the Trust Estate as defined and provided in the Indenture. As provided in the Indenture, additional obligations may be issued from time to time pursuant to supplemental indentures in one or more series, in various amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. All obligations issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust, and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE COUNTY RESERVES THE RIGHT to redeem the Series 2024 Bonds scheduled to mature on or after March 1, 2032, prior to maturity, in whole or from time to time in part, in integral multiples of \$5,000, on March 1, 2031 or any date thereafter at a price of par plus accrued

interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Indenture for complete details concerning the manner of redeeming the Bonds.

THE BONDS maturing on March 1, in each of the years [] and [] (together, the “Term Bonds”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR 20__

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

TERM BONDS MATURING IN THE YEAR 20__

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

ON OR BEFORE thirty (30) days prior to each redemption date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such redemption date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, randomly, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such redemption date, and (iii) give notice of such redemption as provided in the Indenture. The principal amount of any Term Bond to be mandatorily redeemed on such redemption date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such redemption date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the County to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Series 2024 Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Series 2024 Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND is transferable only upon presentation and surrender at the designated office of the Trustee, initially its corporate trust office located in Dallas, 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 Indenture.

THE BONDS are exchangeable at the designated office of the Trustee in Houston, Texas for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Indenture.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Indenture unless this Bond 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 Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Indenture.

THE REGISTERED OWNER of this Bond shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

THE COUNTY has covenanted in the Indenture that it will at all times provide a legally qualified registrar for the Bonds 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 Bond has been duly and validly issued and delivered; and 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 Bond have been performed, exist and have been done in accordance with law.

IT IS HEREBY FURTHER CERTIFIED, recited and covenanted that this Bond is payable from and secured by a lien on and pledge of the Trust Estate as defined in the Indenture to the extent provided in the Indenture.

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Paying Agent/Registrar. Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent/Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Order or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Order at law or in equity.

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

County Judge
Fort Bend County, Texas

COUNTERSIGNED:

REGISTERED:

County Clerk
Fort Bend County, Texas

Bill Rickert
County Treasurer

(SEAL)

(b) Form of Registration Certificate of Comptroller.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts of the State
of Texas

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Indenture.

Zions Bancorporation, National Association, as Trustee

By _____
Authorized Signatory
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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as show on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

DRAFT

EXHIBIT B

BOND PURCHASE AGREEMENT

DRAFT

FORT BEND COUNTY, TEXAS

\$ _____

SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS

SERIES 2024

BOND PURCHASE AGREEMENT

March 20, 2024

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

Ladies and Gentlemen:

The undersigned, Mesirow Financial, Inc. (the “*Representative*”), acting on its own behalf and on behalf of Rice Financial Products Company (collectively, the “*Underwriters*”), and not acting as a fiduciary or agent for Fort Bend County, Texas (the “*Issuer*”), offers to enter into this Bond Purchase Agreement (this “*Agreement*”) with the Issuer with respect to its \$_____ Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 (the “*Bonds*”), which, upon acceptance of this offer by the Issuer, shall be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 10:00 p.m., Central Time, on the date set out above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. The Underwriters have authorized the Representative to execute this Agreement and act on their behalf with respect to matters described in this Agreement. Terms used herein, unless otherwise defined, have the meanings set forth in the Order (as defined herein) which authorizes the issuance of the Bonds, except as otherwise indicated herein.

1. Background and Purpose.

(a) The Bonds are being issued pursuant to the Constitution and general laws of the State of Texas (the “*State*”), including, particularly, Chapter 284, Texas Transportation Code, Chapters 1201, 1207 and 1371, Texas Government Code (collectively, the “*Act*”), an order adopted by the Commissioners Court of the County on February 27, 2024 (the “*Order*”), a Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of May 15, 2012 (the “*Master Indenture*”) between the County and Computershare Trust Company, National Association, Minneapolis, Minnesota (the “*Trustee*”), as successor trustee to Wells Fargo Bank, N.A., as previously supplemented and as further supplemented by a Fifth Supplemental Senior Lien Toll Road Revenue Bond Trust

Indenture dated as of April 15, 2024, between the County and Trustee (the “*Fifth Supplemental Indenture*” and together with the Master Indenture, the “*Indenture*”).

(b) The Bonds are being issued to (i) refund a portion of the Outstanding Senior Lien Bonds (as defined in the Official Statement), and (ii) to pay the costs associated with the issuance of the Bonds.

(c) The Bonds, together with the County’s outstanding senior lien toll road revenue bonds and any additional senior lien toll road revenue obligations issued or incurred pursuant to the Indenture, are special obligations of the County, payable solely from the Trust Estate created by the Indenture.

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

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

The purchase price for the Bonds shall be \$_____ (representing the \$_____ original principal amount of the Bonds, plus an original premium of \$_____, and less an underwriters’ discount of \$_____).

3. Establishment of Issue Price.

Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) The Representative, on behalf of the participating underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price certificate” or similar certificate, with the supporting pricing wire(s) or equivalent communications, in a form substantially similar to the certificate attached hereto as Exhibit A with such modifications as may be appropriate or necessary, in the reasonable

judgment of the Representative, the Issuer and Co-Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Schedule I attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the participating underwriters have sold to the public each separate CUSIP Number within a maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly, but no more than three business days, report to the Issuer the prices at which Bonds of that maturity have been sold by the participating underwriters to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Representative confirms that the participating underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the participating underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the participating underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

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

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each participating underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wire(s), (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wire(s), and (iii) in

the event that a participating underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wire(s). The Issuer further acknowledges that each participating underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no participating underwriter shall be liable for the failure of any other participating underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that:

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

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

(e) The Representative, on behalf of itself and the participating underwriters, acknowledge that sales of any Bonds to any person that is a related party to a participating underwriter shall not constitute sales to the public for purposes of this section. The Representative will notify the Issuer if any of the Bond maturities are subject to the hold-the-price rule are allotted to a participating underwriter or sold or allotted to a related party of the Representative. Further, for purposes of this section:

(i) “public” means any person other than a participating underwriter or a related party to a participating underwriter,

(ii) “participating underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to a participating underwriter if the participating underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

4. Public Offering. The Underwriters agree to make a bona fide public offering of all the Bonds at prices not in excess of the initial offering prices set forth in the Official Statement; provided, however, that the Underwriters may change such initial offering prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions (including dealers depositing the Bonds into investment trusts) at prices lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

5. The Official Statement.

(a) The Issuer previously has delivered or caused to be delivered copies of the Preliminary Official Statement dated March __, 2024, relating to the Bonds (the “*Preliminary Official Statement*”), to the Underwriters in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board’s (“MSRB”) Rule G-32 (“*Rule G-32*”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (1) dated the date of this Agreement, (2) a final official statement within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “*Rule*”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof with only such changes as have been approved in advance by the Representative and (4) in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to

as the “*Official Statement*.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic format, as described above) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

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

(c) The Issuer represents that it has reviewed and approved the information in the Official Statement and the Issuer hereby authorizes the distribution and use of the Official Statement, and the information therein contained, by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than seven (7) business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer’s own expense (in a form and manner approved

by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement, as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or in any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“DTC”) or its book-entry-only system or with respect to the information provided by the Underwriters and contained in “OTHER INFORMATION - Underwriting” of the Preliminary Official Statement and the Official Statement. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

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

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

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

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

(b) The Issuer has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority to: (i) enter into, execute and deliver this Agreement, the Order, the Indenture, and all documents required hereunder and thereunder to be executed and delivered by the Issuer, and adopt the Order (this Agreement, the Order, the Indenture and the Undertaking (as defined herein) are hereinafter referred to

as the “*Issuer Documents*”); (ii) sell, issue and deliver the Bonds to the Underwriters as provided herein; and (iii) carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transaction.

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

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

(e) To its knowledge, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or the Issuer Documents or other instrument to which the Issuer is a party relating to the payment of the Bonds; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Order and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment or decree, or any loan agreement, indenture,

bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject.

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

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

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

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

(j) At the time of the Issuer’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the

twenty-fifth (25th) day subsequent to the “end of the underwriting period,” the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

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

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request, at no expense to the Issuer, (i) to (A) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(n) The financial statements of, and other financial information regarding, the Issuer and the Fort Bend County Toll Road Authority (the “Authority”) in the Official Statement fairly present the financial position and results of the Issuer and the Authority as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer or the Authority since the dates of such information.

(o) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by any revenues pledged to the Bonds without the prior approval of the Representative, which approval shall not be unreasonably withheld, conditioned or delayed.

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a

representation and warranty by the Issuer to the Underwriters as to the statements made therein.

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

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

(s) Except to the extent an Underwriter is exempt under Section 2252.908(c)(4) of the Texas Government Code and has separately confirmed to the Issuer that they are exempt, submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "**TEC**") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a "**Form 1295**") for each Underwriter in connection with the Underwriters' entry into this Agreement. The Issuer hereby confirms receipt of either (i) confirmation from each Underwriter that is exempt from the Form 1295 filing requirement under Section 2252.908(c)(4) of the Texas Government Code of such exemption or (ii) a Form 1295 from each Underwriter subject to Section 2252.908 and agrees to acknowledge such forms with the TEC through its electronic filing application. The Underwriters and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Forms 1295 and neither the Issuer nor its consultants have verified such information.

7. Closing. At 10:00 a.m., Central time, on April 24, 2024, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer, subject to the terms and conditions hereof, will deliver to the Representative the initial Bonds registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Bonds duly executed and authenticated in the form and manner described below, and the Representative, subject to the terms and conditions hereof, will accept such delivery and pay the purchase price of the Bonds, as set forth in Section 2 of this Agreement, in immediately available funds by federal funds wire transfer to or for the account of the Issuer (such events being referred to herein as the "*Closing*"). Payment for the Bonds as aforesaid shall be made at the offices of the Computershare Trust Company, N.A, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

Delivery of the Bonds in definitive form shall be made through the facilities of DTC's book-entry-only system. The definitive Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds and registered in the name of Cede & Co., as nominee of DTC, and shall be made available to the Representative at

least one business day before the Closing for purposes of inspection. Unless otherwise agreed to by the Representative, the Bonds will be delivered under DTC's FAST delivery system.

8. Closing Conditions. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the accuracy of the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

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

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

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

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

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

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes

it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement.

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

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

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

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

(1) The Official Statement, and each supplement or amendment thereto, if any; in (i) a “designated electronic format” that meets the requirements of Rule G-32 and (ii) a printed format.

(2) The Order, having been duly adopted by the Issuer and being in full force and effect, and with such supplements or amendments as may have been agreed to by the Representative;

(3) The Indenture, which shall contain the continuing disclosure undertaking (the “*Undertaking*”) of the Issuer satisfying the requirements of section (b)(5)(i) of the Rule;

(4) A copy of the opinion, dated on or prior to the date of Closing, of the Attorney General of the State of Texas approving the Bonds, as required by law, and a copy of the registration certificate of the Comptroller of Public Accounts of the State of Texas;

(5) The approving opinion of Holland & Knight LLP, Houston, Texas, and The Muller Law Group, PLLC, Sugarland Texas, (“*Co-Bond Counsel*”) with respect to the Bonds, in substantially the form attached to the Official Statement;

(6) A supplemental opinion of Co-Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Bonds are exempted securities under the Securities Act

of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Order under the Trust Indenture Act; and

(ii) the information relating to the Bonds contained in the Official Statement appearing under the captions and subcaptions “PLAN OF FINANCING—Purpose,” “THE BONDS” (except for information under the subsection captioned “Book-Entry-Only System” as to which no opinion is expressed), “SECURITY AND SOURCE OF PAYMENT,” “CONTINUING DISCLOSURE OF INFORMATION” (except for the information under the subcaption “Compliance With Prior Undertakings,” as to which no opinion is expressed) and in “APPENDIX C – Glossary of Terms” and “APPENDIX D – Summary of Certain Provisions of the Master Indenture,” and Co-Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately reflect the provisions of the Bonds and the Indenture; further Co-Bond Counsel have reviewed the statements and information contained in the Official Statement under the captions and subcaptions “FINANCIAL INFORMATION—Legal Investments,” “TAX EXEMPTION,” “OTHER INFORMATION—Registration and Qualification of Bonds for Sale,” “—Legal Investments and Eligibility to Secure Public Funds in Texas” and “—Legal Matters” (except for the last two paragraphs therein, as to which no opinion is expressed), and Co-Bond Counsel is of the opinion that the statements and information contained therein are correct as to matters of law;

(7) An opinion of West & Associates, L.L.P., Disclosure Counsel to the Issuer, dated as of the date of the Closing, and addressed to the Issuer, in a form acceptable to the Issuer;

(8) An opinion of The Muller Law Group, PLLC and Greenberg Traurig, LLP, as Co-General Counsel to the Issuer, dated as of the date of the Closing, and addressed to the Issuer, in a form acceptable to the Issuer;

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

(10) An opinion of McCall, Parkhurst & Horton L.L.P. and The Bates Law Firm PLLC, Co-Counsel to the Underwriters, dated as of the date of the Closing, and addressed to the Underwriters, in a form acceptable to the Representative;

(11) A copy of the sufficiency certificate of the co-financial advisors, verifying as to the sufficiency of the amount initially deposited with the Paying

Agent for the Refunded Bonds, without regard to investment, to pay the principal of and interest on the Refunded Bonds on the redemption date;

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

(13) A certificate of an authorized officer of the Issuer in form and substance satisfactory to Co-Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning

of Sections 148 and 141, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(14) Evidence in a form acceptable to the Representative that Moody’s Investors Service, Inc. and Fitch Ratings, Inc. have assigned ratings of “___” and “___,” respectively, to the Bonds, and that such ratings are in effect as of the date of Closing; and

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

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

The Underwriters acknowledge the Issuer has entered into a Continuing Disclosure Undertaking under the Fifth Supplemental Indenture, and have reviewed the Undertaking set forth therein.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder.

9. Termination. The Underwriters shall have the right to cancel their obligation to purchase the Bonds and terminate this Agreement (as evidenced by written notice to the Issuer from the Representative terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) if, between the date of this Agreement and the Closing, in the reasonable judgment of the Representative, the market price or marketability of the Bonds shall be materially adversely affected by the occurrence of any of the following events (each a “*Termination Event*”):

(a) a general suspension of trading in securities on the New York Stock Exchange or any other major exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national

securities exchange, a general banking moratorium declared by federal, State of New York or State of Texas officials authorized to do so;

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

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

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

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

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

(g) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition shall occur subsequent to the date hereof and is not the result of the malfeasance, misfeasance or nonfeasance of the Underwriters;

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

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

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

(k) any amendment to the federal or Texas Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon).

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

(m) A non-appealable decision by a court of the United States of competent jurisdiction shall be rendered, or a stop order, release, regulation, or no-action letter by or

on behalf of the United States Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering, or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing date, including 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act.

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

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

10. Expenses.

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

(b) The Underwriters shall pay (i) the cost of preparing and printing this Agreement and the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of Co-Counsel to the Underwriters.

11. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to Fort Bend County, Texas, 301 Jackson Street, Richmond, Texas 77469, Attention: Ed Sturdivant, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Mesirow Financial, Inc., 5800 San Felipe Street, Suite 500, Houston, Texas 77057, Attention: Anderson Bynam.

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

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

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

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

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

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

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

19. No Personal Liability. None of the members of the governing body of the Issuer, nor any officer, agent or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

20. Representative Capacity. Any authority, right, discretion or other power conferred upon the Underwriters or the Representative under any provision of this Agreement may

be exercised by the Representative, and the Issuer shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Representative.

21. Entire Agreement. This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the sale of the Bonds.

22. Verifications of Statutory Representations and Covenants. Each of the Underwriters makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) **Not a Sanctioned Company.** Each of the Underwriters represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) **No Boycott of Israel.** Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) **No Discrimination Against Firearm Entities.** Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

23. Attorney General Standing Letter. Each Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Section 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if any Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a “Comptroller Request Letter”), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

APPROVED AND ACCEPTED AS OF THE DATE HEREOF at _____:

FORT BEND COUNTY, TEXAS

By: _____

Name: Ed Sturdivant

Title: County Auditor

DRAFT

Issuer signature page of Bond Purchase Agreement relating to
Fort Bend County, Texas
Senior Lien Toll Road Revenue Refunding Bonds, Series 2024

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

Very truly yours,

MESIROW FINANCIAL, INC.
as Representative of the Underwriters

By: _____
Name: []
Title: []

Underwriter signature page of Bond Purchase Agreement relating to
Fort Bend County, Texas
Senior Lien Toll Road Revenue Refunding Bonds, Series 2024

SCHEDULE I

\$ _____

Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds Series 2024

Dated Date: April __, 2024

Maturity Schedule

<u>Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Reoffering Yield</u>
2026	\$		
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

[\$ _____ Term Bond due March 1, 20__; Rate ____%; Yield* ____%]

*Yield shown is yield to first call date, March 1, 2034.

REDEMPTION PROVISIONS

OPTIONAL REDEMPTION ... The Bonds maturing on or after March 1, 2034, are subject to redemption, at the option of the Issuer, on March 1, 2032, or any date thereafter, at the par value thereof plus accrued interest to (but not including) the date of redemption.

MANDATORY SINKING FUND REDEMPTION ... The Bonds maturing on March 1, in each of the years _____ (together, the “Term Bonds”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR _____

Redemption Date

Principal Amount

DRAFT

EXHIBIT A

ISSUE PRICE CERTIFICATE

1. The undersigned, as the duly authorized representative of Mesirow Financial, Inc. (the “Representative”), on behalf of itself and the other underwriters listed in the Bond Purchase Agreement (together, the “Syndicate”), with respect to the Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 issued by Fort Bend County, Texas (the “Issuer”) in the principal amount of \$ _____ (the “Bonds”), hereby certifies, based on its records and information, as follows:

(a) Other than the Bonds maturing in the years [____ - ____] (the “Hold-the-Price Maturities”), the first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Official Statement relating to the Bonds.

(b) On or before the first day on which there is a binding contract (“Bond Purchase Agreement”) in writing for the sale of the Bonds (the “Sale Date”), the Syndicate offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Official Statement relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Representative represents that (i) the Representative agreed to retain the unsold Bonds of each of the Hold-the-Price Maturities and not allocate any such Bonds to any other Underwriter and (ii) the Representative agreed in writing to neither offer nor sell unsold Bonds of any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Hold-the-Price Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Syndicate sells a Substantial Amount of a Hold-the-Price Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Holland & Knight LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of _____, 2024.

MESIROW FINANCIAL, INC.,
as Representative

By: _____

Name: _____

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

DRAFT

DRAFT

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT

Dated March __, 2024

NEW ISSUE
BOOK-ENTRY-ONLYRatings:
Moody's: “__”
Fitch: “__”

(See “OTHER INFORMATION – Ratings” herein.)

In the opinion of Holland & Knight, LLP, Tax Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Tax Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Tax Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Bonds. See “TAX EXEMPTION” herein.

\$17,525,000*

FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS
SERIES 2024

CUSIP Prefix: 346817

Dated Date: April 15, 2024

Due: March 1, as shown on page ii

(Interest accrues from the Delivery Date (defined herein))

The Bonds. . . The \$17,525,000* Fort Bend County, Texas, Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 (the “Bonds”), are being issued by Fort Bend County, Texas (the “County”) pursuant to the Constitution and general laws of the State of Texas, including Chapters 1201, 1207 and 1371, Texas Government Code, Chapter 284, Texas Transportation Code, an order adopted by the Commissioners Court of the County, a Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “Master Indenture”), between the County and Computershare Trust Company, National Association, Minneapolis, Minnesota (the “Trustee”), as successor trustee to Wells Fargo Bank, N.A., as supplemented and amended to date, and a Fifth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of April 15, 2024, between the County and the Trustee (the “Fifth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”).

Payment Terms. . . Interest on the Bonds will accrue from the Delivery Date and will be payable March 1 and September 1 of each year, commencing September 1, 2024, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), New York, New York, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by the Trustee to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry-Only System.”

Purpose. . . Proceeds from the sale of the Bonds will be used to (i) refund a portion of the Outstanding Senior Lien Bonds, as more fully described herein, and (ii) pay the costs associated with the issuance of the Bonds. See “PLAN OF FINANCING.”

Security. . . The Bonds, together with the County’s previously issued and outstanding senior lien toll road revenue bonds and any additional senior lien toll road revenue obligations issued or incurred pursuant to the Indenture, are special obligations of the County secured by and payable solely from a first lien on and pledge of the Trust Estate (as defined herein) established under the Indenture. The Trust Estate includes, among other moneys, funds and accounts, all of the County’s right, title and interest in and to the Revenues (as defined herein), which Revenues generally include all amounts derived from the ownership and operation of the Project (as defined herein), all as more fully described herein. **The Bonds do not constitute an indebtedness of the County, the State of Texas, or any political subdivision thereof within the meaning of any constitutional or statutory limitation on indebtedness, but are payable solely from and secured by a first lien upon the Trust Estate. No owner of the Bonds shall ever have the right to demand payment of the Bonds or any interest or premium thereon from any funds raised or to be raised by taxation.** See “SECURITY AND SOURCE OF PAYMENT.”

See Maturity Schedule on Page ii

Redemption. . . The Bonds are subject to optional redemption prior to maturity, as described herein. See “THE BONDS – Optional Redemption.” If two or more consecutive maturities are combined to create one or more term bonds (the “Term Bonds”), such Term Bonds will additionally be subject to mandatory sinking fund redemption as described herein. See “THE BONDS – Mandatory Sinking Fund Redemption.”

Legality. . . The Bonds are offered for delivery when, as and if issued by the County, and received by the Underwriters, subject to the approving opinion of the Attorney General of Texas, the legal opinions of Holland & Knight LLP, Houston, Texas, Tax Counsel, as to the exclusion from gross income for federal income tax purpose under Section 103 of the Internal Revenue Code of 1986, Holland & Knight LLP, Houston, Texas and The Muller Law Group, PLLC, Sugar Land, Texas, as Co-Bond Counsel, as to the validity of the Bonds under the Constitution and the laws of the State of Texas. See “APPENDIX E – Form of Co-Bond Counsel’s Opinion and Tax Counsel’s Opinion.” Certain legal matters will be passed upon for the Authority by West & Associates, LLP, Houston, Texas, Disclosure Counsel, and for the Underwriters by McCall, Parkhurst & Horton, L.L.P., Houston, Texas, and The Bates Law Firm PLLC, Houston, Texas, Co-Underwriters’ Counsel.

Delivery. . . The Bonds are expected to be available for delivery through DTC on April 24, 2024 (the “Delivery Date”).

MATURITY SCHEDULE

\$17,525,000*

**FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS
SERIES 2024**

CUSIP Prefix⁽³⁾: 346817

<u>Maturity (March 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Initial Reoffering Yield⁽²⁾</u>	<u>CUSIP Suffix⁽³⁾</u>
2026	\$1,225,000			
2027	1,285,000			
2028	1,355,000			
2029	1,425,000			
2030	1,495,000			
2031	1,575,000			
2032	1,655,000			
2033	1,740,000			
2034 ⁽¹⁾	1,825,000			
2035 ⁽¹⁾	1,925,000			
2036 ⁽¹⁾	2,020,000			

\$ _____ * _____ % Term Bond Due March 1, 20____⁽¹⁾⁽⁴⁾, Initial Reoffering Yield⁽²⁾ _____ %, CUSIP Suffix⁽³⁾ _____

(Interest to accrue from the Delivery Date)

- (1) The County reserves the right, at its option, to redeem Bonds having stated maturities on and after March 1, 2034*, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 2033*, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. See “THE BONDS – Optional Redemption.”
- (2) The initial prices or yields of the Bonds are furnished by the Underwriters (as defined herein) and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time.
- (3) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association and CUSIP numbers are included solely for convenience of the registered owners of the Bonds. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the District, the Co-Financial Advisors, nor the Underwriters is responsible for the selection or correctness of the CUSIP numbers set forth herein.
- (4) Subject to mandatory sinking fund redemption as described in “THE BONDS – Mandatory Sinking Fund Redemption.”

**Preliminary; subject to change.*

USE OF INFORMATION IN THE OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), as amended and in effect on the date hereof, this document constitutes an Official Statement of the County with respect to the Bonds that has been deemed "final" by the County as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This Official Statement, which includes the cover page, the inside cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The County assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds will not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

No dealer, broker, salesperson or other person has been authorized by the County or the Underwriters to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the County and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Co-Financial Advisors. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County or other matters described. See "CONTINUING DISCLOSURE OF INFORMATION" for a description of the County's undertaking to provide certain information on a continuing basis.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement includes descriptions and summaries of certain events, matters and documents. Such descriptions and summaries do not purport to be complete and all such descriptions, summaries and references thereto are qualified in their entirety by reference to this Official Statement in its entirety and to each such document, copies of which may be obtained from the County or from the Co-Financial Advisors.

This Official Statement is delivered in connection with the sale of securities referred to herein and may not be reproduced or used, in whole or in part, for any other purposes.

The prices and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Underwriters after such Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including to dealers who may sell the Bonds into investment accounts.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED AS A SUMMARY OF THIS OFFERING. INVESTORS SHOULD READ THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

NONE OF THE COUNTY, THE CO-FINANCIAL ADVISORS, THE UNDERWRITERS, CO-BOND COUNSEL, CO-UNDERWRITERS' COUNSEL, NOR DISCLOSURE COUNSEL MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY ("DTC"), NEW YORK, NEW YORK, OR ITS BOOK-ENTRY-ONLY SYSTEM.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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The cover page hereof, the Official Statement Summary, this Table of Contents, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement. Certain defined terms used in this summary are defined elsewhere in this Official Statement.

The Issuer	Fort Bend County, Texas (the “County”) is a political subdivision of the State of Texas (the “State”), located in southeast Texas. The County covers approximately 886 square miles and is located in the greater Houston metropolitan area. The City of Richmond, Texas is the County seat.
The Bonds	The Bonds are issued as \$17,525,000* Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 (the “Bonds”). The Bonds are issued as serial bonds maturing March 1, 2026* through March 1, 2036*, unless the Underwriters elect to aggregate one or more maturities into one or more Term Bonds. See “THE BONDS – Description of the Bonds.”
Payment of Interest	Interest on the Bonds accrues from the Delivery Date and is payable September 1, 2024 and each March 1 and September 1 thereafter until maturity or prior redemption. See “THE BONDS – Description of the Bonds” and “– Optional Redemption.”
Redemption	The County reserves the right, at its option, to redeem Bonds having stated maturities on and after March 1, 2034*, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 2033*, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. See “THE BONDS – Optional Redemption.” If two or more consecutive maturities are combined to create one or more term bonds (the “Term Bonds”), such Term Bonds will additionally be subject to mandatory sinking fund redemption as described herein. See “THE BONDS – Mandatory Sinking Fund Redemption.”
Authority for Issuance	The Bonds are authorized pursuant to the Constitution and general laws of the State, including Chapters 1201, 1207 and 1371, Texas Government Code, Chapter 284, Texas Transportation Code, an order adopted by the Commissioners Court of the County, a Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “Master Indenture”), between the County and Computershare Trust Company, National Association, Minneapolis, Minnesota (the “Trustee”), as successor trustee to Wells Fargo Bank, N.A., as supplemented and amended to date, and a Fifth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of April 15, 2024, between the County and the Trustee (the “Fifth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”). See “INTRODUCTION” and “PLAN OF FINANCING.”
Source of Payment for the Bonds	The Bonds, together with the County’s outstanding senior lien toll road revenue bonds and any additional senior lien toll road revenue obligations issued or incurred pursuant to the Indenture, are special obligations of the County secured by and payable solely from a first lien on and pledge of the Trust Estate (as defined herein) established under the Indenture. The Trust Estate includes, among other moneys, funds and accounts, all of the County’s right, title and interest in and to the Revenues (as defined herein), which Revenues generally include all amounts derived from the ownership and operation of the Project, all as more fully described herein. See “SECURITY AND SOURCE OF PAYMENT.”
Tax Exemption	In the opinion of Holland & Knight, LLP, Tax Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Tax Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Tax Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Bonds. See “TAX EXEMPTION” herein.
Use of Proceeds	Proceeds from the sale of the Bonds will be used to (i) refund a portion of the Outstanding Senior Lien Bonds, as more fully described herein, and (ii) pay the costs associated with the issuance of the Bonds. See “PLAN OF FINANCING.”
Debt Service Reserve Fund Requirement	The lesser of (i) the maximum annual debt service on Bonds or Parity Obligations, including the Bonds, which are Debt Service Reserve Fund Participants, (ii) one hundred twenty-five percent (125%) of the average annual debt service on such Bonds or Parity Obligations or (iii) ten percent (10%) of the initial principal amount of such Bonds or Parity Obligations (or sale proceeds in the event that the amount of original issue discount exceeds two percent (2%) multiplied by the stated redemption price at maturity of such Bonds or Parity Obligations).

*Preliminary; subject to change.

Toll Covenant	The County has covenanted in the Indenture that it will at all times fix, charge and collect such tolls for use of the Project as will be required each Fiscal Year to produce Revenues which shall equal at least 1.25 times the Aggregate Debt Service on all Toll Road Senior Lien Revenue Bonds (as defined hereinafter), Parity Notes and other Parity Obligations accruing in such Fiscal Year.
Maintenance Tax Covenant	The County has covenanted that so long as the Bonds and any other Toll Road Senior Lien Revenue Bonds or Parity Obligations are Outstanding, it shall in each year levy, assess, and collect an annual maintenance tax on all taxable property within the County fully sufficient in each year (taking into account delinquencies and costs of collection) to produce revenues sufficient to (i) pay as they become due all Project Expenses for which there are insufficient available Revenues or (ii) produce maintenance tax revenues for the Project equal to the amounts budgeted for such purpose in such year by the County, whichever is greater.
Trustee	The Trustee is Computershare Trust Company, National Association, Minneapolis, Minnesota, as successor trustee to Wells Fargo Bank, National Association.
Ratings	The Bonds and the presently outstanding Toll Road Senior Lien Revenue Bonds are rated “__” by Moody’s Investors Service, Inc. (“Moody’s”) and “__” by Fitch Ratings (“Fitch”). See “OTHER INFORMATION – Ratings.”
Book-Entry-Only System	The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), New York, New York, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Trustee to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry-Only System.”
Payment Record	The County has never defaulted in payment of its debt.

COUNTY OFFICIALS

Elected Officials

Commissioners Court	Position	Length of Service	Term Expires December 31
KP George	County Judge	5 Years	2026
Vincent Morales, Jr.	Commissioner – Precinct 1	7 Years	2024
Grady Prestage	Commissioner – Precinct 2	33 Years	2026
Andy Meyers	Commissioner – Precinct 3	27 Years	2024
Dexter L. McCoy	Commissioner – Precinct 4	1 Year	2026

Other Elected and Appointed Officials

Name	Position	Length of Service to County
Stacy Slawinski	County Engineer	4 Years
Ed Sturdivant	County Auditor	22 Years
Bill Rickert	County Treasurer	4 Years
Carmen Turner	Tax Assessor/Collector	3 Years
Bridgette Smith-Lawson	County Attorney	3 Years

FORT BEND COUNTY TOLL ROAD AUTHORITY OFFICIALS

Board of Directors

Name	Position	Length of Service	Term Expires
Jim Rice	Chairman	1 Year	2024
Chip Thiel	Vice Chairman	3 Years	2024
Swapn Dhairyawan	Secretary	1 Year	2024
Vanessa Reed	Assistant Secretary	1 Year	2024
Charles Rencher	Member	26 Years	2024

COUNTY CONSULTANTS

Auditor	Whitley Penn LLP
Co-Bond Counsel	Holland & Knight LLP
	The Muller Law Group, PLLC
Tax Counsel	Holland & Knight LLP
Disclosure Counsel	West & Associates, LLP
Co-Financial Advisors	Post Oak Municipal Advisors LLC
	TKG & Associates LLC

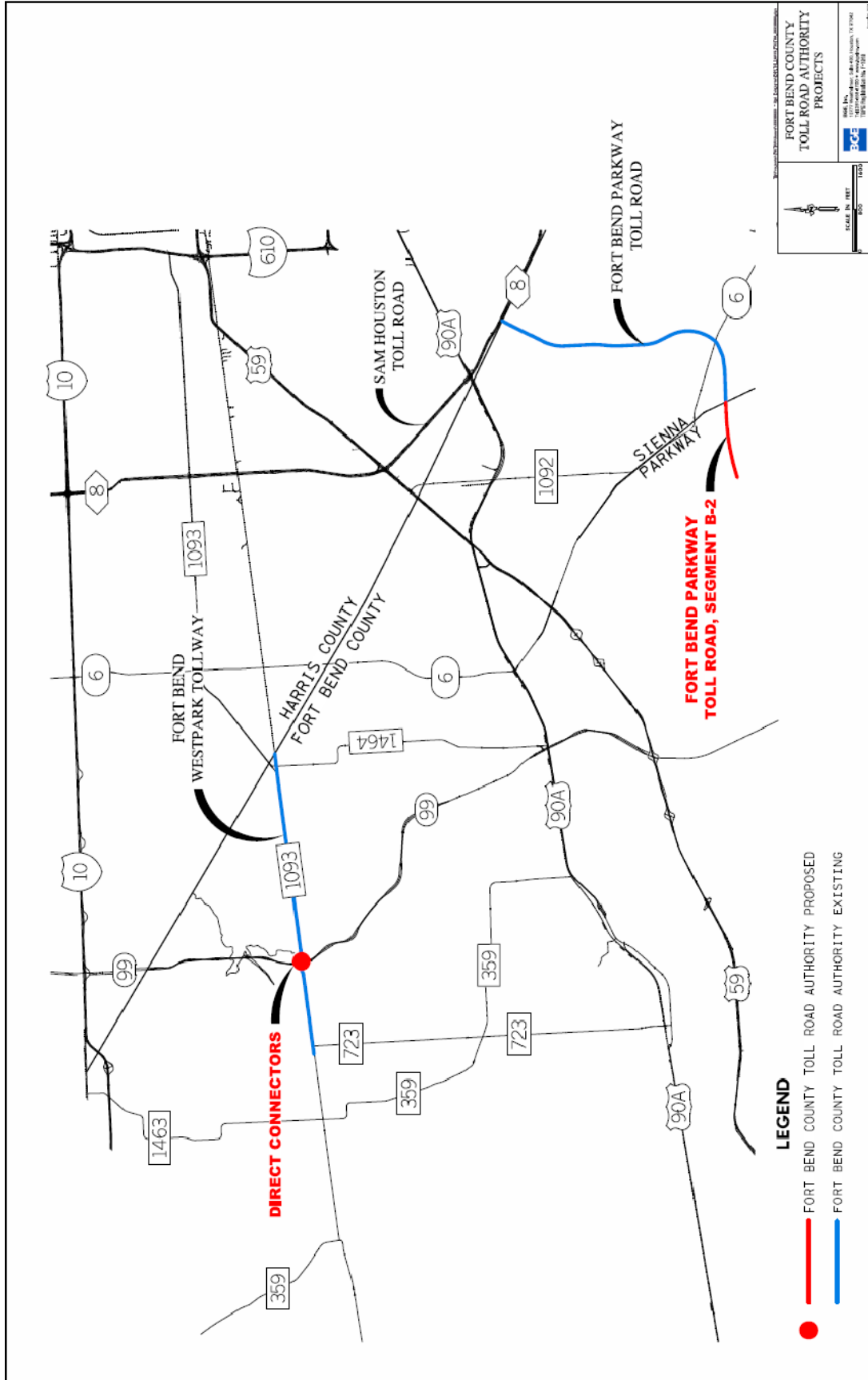
FORT BEND COUNTY TOLL ROAD AUTHORITY CONSULTANTS

Co-General Counsel	Greenberg Traurig, LLP
	The Muller Law Group, PLLC
Executive Consultant	James A. Thompson
Operations Consultant	Mike Stone Associates, Inc.
Engineering Consultant	BGE, Inc.

For additional information regarding the County or the Fort Bend County Toll Road Authority, please contact:

Ed Sturdivant	Francine Stefan
Fort Bend County Auditor	Terrell Palmer
301 Jackson Street, Suite 701	Post Oak Municipal Advisors LLC
Richmond, Texas 77469	820 Gessner Road, Suite 1350
(281) 341-3760	Houston, Texas 77024
	(713) 328-0992

MAP OF THE PROJECT – [UPDATE?]



OFFICIAL STATEMENT
RELATING TO
\$17,525,000*
FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS
SERIES 2024

INTRODUCTION

This Official Statement, including the appendices attached hereto, provides certain information regarding the issuance by Fort Bend County, Texas (the “County”) of its \$17,525,000* Senior Lien Toll Road Revenue Refunding Bonds, Series 2024 (the “Bonds”). The Bonds are being issued pursuant to the Constitution and general laws of the State of Texas, including Chapters 1201, 1207 and 1371, Texas Government Code, Chapter 284, Texas Transportation Code, an order adopted by the Commissioners Court of the County on [February 27, 2024] (the “Bond Order”), a Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, as amended and supplemented to date (the “Master Indenture”), between the County and Computershare Trust Company, National Association, Minneapolis, Minnesota (the “Trustee”), as successor trustee to Wells Fargo Bank, National Association, and a Fifth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of April 15, 2024 (the “Fifth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), between the County and the Trustee. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in “APPENDIX C—Glossary of Terms” or in the Indenture. A summary of certain provisions of the Master Indenture is included in “APPENDIX D—Summary of Certain Provisions of the Master Indenture.”

Bonds authorized pursuant to the Indenture, including the Bonds, secured by a first lien on and pledge of the Trust Estate are referred to herein collectively as the “Toll Road Senior Lien Revenue Bonds.” The County has previously issued a portion of its General Obligation Refunding Bonds, Series 2020 (the “Subordinate Lien Bonds”) under a separate indenture, referred to herein as the “2003 Indenture.” See “SECURITY AND SOURCE OF PAYMENT—Outstanding Obligations” for the current principal amount of Toll Road Senior Lien Revenue Bonds and Subordinate Lien Bonds.

There follows in this Official Statement descriptions of the Bonds and certain information regarding the County and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from Post Oak Municipal Advisors LLC, Houston, Texas, 820 Gessner Road, Suite 1350, Houston, Texas 77024, upon payment of reasonable copying, mailing and handling charges.

PLAN OF FINANCING

Purpose

The Bonds are being issued pursuant to the Constitution and general laws of the State of Texas, the Act, the Bond Resolution, and the Indenture for the following purposes: (i) to refund a portion of the Outstanding Toll Road Senior Lien Revenue Bonds (the “Refunded Bonds”), as more fully described herein, and (ii) to pay the costs associated with the issuance of the Bonds. See Schedule I for a description of the Refunded Bonds.

Refunded Bonds

A description and identification of the Refunded Bonds appears in Schedule I attached hereto. The Refunded Bonds and the interest due thereon are to be paid on the scheduled redemption date from funds to be deposited with Computershare Trust Company, National Association, Minneapolis, Minnesota (the “Paying Agent for the Refunded Bonds”).

The Order provides that the County will deposit with the Paying Agent for the Refunded Bonds a portion of the proceeds from the sale of the Bonds, in an amount that will be sufficient to accomplish the discharge and final payment of the Refunded Bonds.

Post Oak Municipal Advisors LLC, in its capacity as co-Financial Advisor, will verify as to the sufficiency of the amount initially deposited with the Paying Agent for the Refunded Bonds, without regard to investment, to pay the principal of and interest on the Refunded Bonds on the redemption date (the “Sufficiency Certificate”).

By the deposit of the Federal Securities and cash, if necessary, the County will have effected the defeasance of all of the Refunded Bonds in accordance with the law. It is the opinion of Co-Bond Counsel that as a result of such defeasance and in reliance upon the Sufficiency Certificate, firm banking and financial arrangements will have been made and therefore the Refunded Bonds will be outstanding only for the purpose of receiving payments from the cash held for such purpose by the Paying Agent for the Refunded Bonds, and the Refunded Bonds will not be deemed as being outstanding obligations of the County payable from the Trust Estate.

**Preliminary; subject to change.*

Sources and Uses of Proceeds

The proceeds from the sale of the Bonds will be applied approximately as follows:

Sources of Funds	
Principal Amount.....	\$
Net Original Issue Premium.....	
[Transfer from Debt Service Fund]	
Total Sources	\$
Uses of Funds	
Deposit with Paying Agent for Refunded Bonds ...	\$
Costs of Issuance	
Underwriters' Discount.....	
Total Uses	\$

THE BONDS

Description of the Bonds

The Bonds are dated April 15, 2024 and mature on March 1 in each of the years and in the amounts shown on page ii hereof. Interest will be computed on the basis of a 360-day year of twelve 30-day months, and will be payable on March 1 and September 1, commencing September 1, 2024. The definitive Bonds will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), New York, New York, pursuant to the Book-Entry-Only System described herein. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See "—Book-Entry-Only System" herein.

Optional Redemption

The County reserves the right, at its option, to redeem Bonds having stated maturities on and after March 1, 2034*, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 2033*, or any date thereafter, at the par value thereof plus accrued interest to (but not including) the date of redemption. If less than all of the Bonds are to be redeemed, the County may select the maturities of Bonds to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent (or DTC while the Bonds are in Book-Entry-Only form) shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent on the redemption date.

**Preliminary; subject to change.*

Mandatory Sinking Fund Redemption

The Bonds maturing in the years ____ and ____ (collectively, the "Term Bonds") are subject to mandatory redemption prior to maturity on March 1 in each of the years and respective principal amounts set forth below, in each case at a redemption price equal to 100% of the principal amount plus accrued interest to the date of redemption:

On or before thirty (30) days prior to each redemption date set forth above for Term Bonds, the Trustee shall (i) determine the principal amount of Term Bonds of the same maturity that must be mandatorily redeemed on such date, after taking into account deliveries for cancellation and optional redemptions of such Term Bonds as more fully provided above, (ii) select by lot or other customary random method the Term Bonds of such maturity (or portions thereof) to be mandatorily redeemed on such date and (iii) give notice thereof in the manner described below. The mandatory redemption requirements stated above for the Term Bonds shall be reduced by the principal amount of any such Term Bond which, by the 45th day prior to such redemption date, either has been purchased in the open market and delivered or tendered to the Trustee for cancellation or redeemed at the option of the County as described above and which, in either case, has not previously been the basis for a credit against the mandatory redemption requirements for the Term Bonds.

Notice of Redemption

In the event any of the Bonds are called for redemption, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall contain the information required by the Indenture and shall be given by mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to each registered owner of Bonds to be redeemed at its address shown on the registration books kept by the Trustee. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER

RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE BONDS CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY BOND OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH BOND OR PORTION THEREOF SHALL CEASE TO ACCRUE

In the Fifth Supplemental Indenture, the County reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys or Investment Securities, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of an Authorized Officer of the County to the Trustee instructing the Trustee to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys or Investment Securities are not so deposited or if the notice is rescinded. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Bondowners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

If on the redemption date moneys for the redemption of all the Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall be held by the Trustee, and if notice of redemption shall have been given as required by the Indenture, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue.

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and accreted by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The County, the Co-Financial Advisors and the Underwriters believe the source of such information to be reliable, but none of the County, the Co-Financial Advisors or the Underwriters take any responsibility for the accuracy or completeness thereof.

The County and the Underwriters cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission (the "SEC"), and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Orders will be given only to DTC.

Effect of Termination of Book-Entry-Only System. In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the County, printed Bonds will be issued to the holders and the Bonds will be subject to transfer, exchange and registration provisions as set forth in the Orders and summarized under "THE BONDS – Transfer, Exchange and Registration" below.

Transfer, Exchange and Registration

Beneficial ownership of the Bonds registered in the name of Cede & Co. will initially be transferred as described in "THE BONDS – Book-Entry-Only System." In the event the Bonds are no longer held in book-entry form, the following provisions of the Indenture will apply.

Exchange of Bonds. Bonds upon surrender thereof at the principal corporate trust office of the Trustee, when surrendered with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Bondowner or the registered Bondowner's duly authorized attorney, may, at the option of the registered Bondowner thereof, and upon payment by such registered Bondowner of any charges which the Trustee, any Registrar, any Authenticating Agent or the County may make as provided below, be exchanged for an equal aggregate principal amount of Bonds of the same maturity and in any authorized denomination.

Transfer of Bonds. Bonds shall be transferable only upon the books of the Trustee, which shall be kept for that purpose at the principal corporate trust office of the Trustee or other duly authorized Registrar for the Bonds by the registered Bondowner thereof in person or by the registered Bondowner's attorney duly authorized in writing, upon surrender thereof together with a written

instrument of transfer satisfactory to the Trustee or Registrar duly executed by the registered Bondowner or the registered Bondowner's duly authorized attorney.

The Trustee shall keep, or cause to be kept, on behalf of the County at the corporate trust office of the Trustee, a register or registers, in which, subject to such reasonable regulations as the County, the Trustee, and the Registrar may prescribe, the County shall cause Bonds to be registered and shall transfer Bonds as provided in the Indenture. Upon the transfer of any Bond and payment of any required fees, the County shall issue in the name of the transferee a new, fully registered Bond of the same aggregate principal amount and maturity as the surrendered bond.

The County, the Trustee, any Paying Agent, any Registrar, and any Authenticating Agent may deem and treat the person in whose name any Bond shall be registered in the Register as the absolute Bondowner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered Bondowner or upon the registered Bondowner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County, the Trustee, any Paying Agent, any Registrar, and any Authenticating Agent shall not be affected by any notice to the contrary.

Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Trustee or the duly authorized Authenticating Agent shall authenticate and deliver Bonds in accordance with the provisions of the Indenture. All registered Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Trustee or the duly authorized Authenticating Agent. For every such transfer of Bonds, whether temporary or definitive, the County, the Trustee, any Registrar, or any Authenticating Agent may make a charge sufficient to reimburse it or them for any expense, tax, fee or other governmental charge required to be paid with respect to such transfer. In addition, for every exchange of Bonds (other than the exchange of temporary Bonds for definitive Bonds), the County, the Trustee, the Registrar, or the Authenticating Agent may make reasonable charges to cover the charges and costs of printing Bonds including any Trustee's or Authenticating Agent's charges in connection therewith. The payment of such sum or sums shall be made by the Bondowner requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Trustee shall not be required to transfer or exchange Bonds for a period of fifteen (15) days next preceding the selection of Bonds for redemption or to transfer or exchange any Bonds called for redemption.

Record Date for Interest Payment

The record date ("Record Date") for the interest payable on the Bonds on any interest payment date means the close of business on the 15th day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the registration books of the Trustee at the close of business on the last business day next preceding the date of mailing of such notice.

Trustee

The Trustee is currently Computershare Trust Company, National Association, Minneapolis, Minnesota ("Computershare") as successor trustee to Wells Fargo Bank, National Association.

Defeasance

The County reserves the right to defease the Bonds in accordance with the terms of the Indenture and in any manner now or hereafter permitted by law. See "APPENDIX D—SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE."

Events of Default and Remedies

The Indenture establishes various specific events of default with respect to the Bonds and permits the Trustee to take certain actions upon the occurrence of any of such events of default. The Trustee may and, upon the written request of the Owners of not less than 25% in aggregate principal amount of the Bonds Outstanding, shall: (a) by mandamus or other suit, action or proceeding at law or in equity require the County to perform its covenants, representations and duties under the Indenture; (b) bring suit upon the Bonds; (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Owners of the Bonds; (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds; (e) take over the possession, administration and management of all funds and accounts required to be maintained by the County under the Indenture; or (f) take such other steps to protect and enforce its rights and the rights of the Owners of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy. See "APPENDIX D—SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE."

Enforceability of Remedies

Although a Bondowner presumably could obtain a judgment against the County if a default were to occur in the payment of principal of, premium, if any, or interest on any Bond, such judgment could not be satisfied by foreclosure on the Project or by execution against any property of the County. The Bondowner's only practical remedy, if a default were to occur, would be a mandamus or mandatory injunction proceeding seeking to compel the County to fix, charge, and collect tolls in accordance with the toll covenant (see "SECURITY AND SOURCE OF PAYMENT—Toll Covenant") and to apply Revenues as required in the Indenture in order to pay principal of, premium, if any, and interest on the Bonds as they come due. The Bondowner could be required to enforce such remedy on a periodic basis because no provision exists for acceleration of maturity of the Bonds. No assurance can be given that a mandamus or other legal action to enforce a default under the Indenture would be successful.

The enforcement of, or claim for payment of principal of or interest on the Bonds, including the remedy of mandamus, and the validity of the pledge of and lien on Revenues, would be subject to the applicable provisions of the federal bankruptcy laws and to any other laws limiting or otherwise affecting the rights or remedies of creditors of counties of the State or of political subdivisions generally.

Special Rights of Bond Insurers and Credit Providers

The Indenture provides that any Supplemental Indenture may provide that issuers of Parity Credit Agreements guaranteeing the payment of principal of and interest on any Toll Road Senior Lien Revenue Bonds or Parity Notes may exercise the rights of the owners thereof, including to direct the exercise of any remedies in the event of default or to consent to any future amendments to the Indenture, except with respect to any change in the terms of redemption, maturity of principal amount of such Toll Road Senior Lien Revenue Bonds or Parity Notes or any installment of interest thereon or any reduction in the principal amount or redemption price thereof or the rate of interest thereon.

THE COUNTY

The County was organized in 1838 and operates under the Constitution and statutes of the State of Texas (the "State"). The County is governed by an elected Commissioners Court (the "Commissioners Court") consisting of the County Judge and four County Commissioners, one from each of four geographical commissioner precincts. The County Judge is elected for a term of four years and the County Commissioners for four-year staggered terms. Other County elected officials include the County Clerk, County Attorney, County Tax Assessor/Collector and County Treasurer. The County Auditor is appointed for a term of two years by and serves at the will of the State District Judges whose courts are located in the County. The 2020 Census population for the County was 822,779, an increase of 40% over the 2010 population of 585,375. The County covers approximately 886 square miles located in the greater Houston metropolitan area. The City of Richmond, Texas is the County seat.

THE AUTHORITY

The Fort Bend County Toll Road Authority (the "Authority") was created by order of the County on January 28, 1997 to aid, assist and act on behalf of the County in the performance of its essential governmental purpose to provide county roads and turnpikes and other transportation-related projects. The Authority is a nonprofit local government corporation established and operating under Chapter 284, Texas Transportation Code.

The Authority is governed by a five-member Board of Directors, each of whom is appointed by the Commissioners Court. The Authority may exercise, with regard to the County's toll road projects, the same power and authority as may be exercised by the Commissioners Court. Such powers include eminent domain. The County has designated the Authority as the operating board of the County's toll road system (other than the portion of the Grand Parkway, as defined herein, located within the County) pursuant to Chapter 284, Texas Transportation Code. The Commissioners Court approves all significant decisions of the Authority. The Authority currently has no staff or employees and does not anticipate hiring any employees in the foreseeable future. The Authority contracts with professional consultants for needed services and reimburses the County for a portion of the salaries of County employees who work on Authority matters.

The Authority is responsible for managing the operations and maintenance of the Project, which currently consists of the Fort Bend Parkway Toll Road (the "Fort Bend Parkway") and the Fort Bend Westpark Tollway (the "Westpark Tollway"). The "Project" is defined in the Master Indenture as meaning: all of the County's right, title and interest (whether such interest is fee, easement, leasehold, contractual or otherwise) in and to (i) the Fort Bend Parkway and the Westpark Tollway and (ii) such other project or projects, or interest therein, with which the Project may be pooled pursuant to the Act or other applicable law (each of which shall be a "Pooled Project"). The Fort Bend Parkway and the Westpark Tollway include without limitation all of the following which are necessary or useful in connection therewith: causeways, bridges, tunnels, turnpikes, highways, or any combination of such facilities, and all overpasses, underpasses, interchanges, entrance plazas, toll houses, service stations, approaches, fixtures, accessories, equipment, and administration, storage and all other buildings, together with all property rights, easements and interests acquired in connection therewith, and any other improvements, extensions, and betterments as may now be permitted by the Act.

THE PROJECT

General

In an election held on November 7, 2000, the voters of the County approved using toll roads to alleviate a portion of the County's traffic problems by authorizing the County to issue up to \$140 million of bonds secured by a pledge of its unlimited ad valorem tax. This authorization primarily related to the Fort Bend Parkway and the Westpark Tollway, both of which connect directly to the existing toll road system in Harris County. See "MAP OF THE PROJECT" herein. In 2003 and 2004, the County issued the entire amount of bonds authorized to finance the design and construction of the initial phases of the Fort Bend Parkway and the Westpark Tollway, and consequently the County has no authorized but unissued unlimited tax toll road bonds. The initial phase of the Fort Bend Parkway, from Beltway 8 at the Harris County-Fort Bend County line south to State Highway 6, became operational and started collecting tolls on August 30, 2004. In 2014, the Fort Bend Parkway was extended by approximately 2 miles, from State Highway 6 to Sienna Parkway. In 2023, the Fort Bend Parkway was extended by approximately 1.6 miles, from Sienna Parkway to Sienna Ranch Road. The initial phase of the Westpark Tollway from its connection to the Harris County Westpark Tollway at the Harris County-Fort Bend County line westward to the Grand Parkway (State Highway 99) became operational and started collecting tolls on August 10, 2005. In 2016, the Westpark Tollway was extended by approximately 3.75 miles, from State Highway 99 (the "Grand Parkway") to just east of the intersection of FM 359 and FM 1463.

The Master Indenture permits the County to construct an addition to, or expansion or improvement of the existing Project (each a "Project Segment"). In addition, pursuant to the Indenture and the laws of the State of Texas, the County may pool the Project, in whole or in part, with one or more other toll projects and issue additional Toll Road Senior Lien Revenue Bonds, Parity Notes or other Parity Obligations for all such purposes. See "SECURITY AND SOURCE OF PAYMENT."

Fort Bend Parkway

The Fort Bend Parkway connects east Fort Bend County to the Harris County toll road system. The Fort Bend Parkway consists of a 4-lane limited access toll road commencing at the intersection of Hillcroft Avenue and Beltway 8 (the "Sam Houston Parkway"), which is located in east Fort Bend County approximately 12 miles from downtown Houston, Texas. The Sam Houston Parkway is a toll road and the second of two concentric roadways or loops around downtown Houston operated by the Harris County Toll Road Authority ("HCTRA"). From this intersection, the Fort Bend Parkway follows a generally southerly course, a distance of approximately 7.5 miles, to an intersection with Sienna Ranch Road. See "MAP OF THE PROJECT" herein.

The Fort Bend Parkway connects to several transportation projects under the control of other governmental agencies. HCTRA constructed a northerly extension of the Fort Bend Parkway, including a grade-separated crossing of the Sam Houston Parkway from the Sam Houston Parkway to U.S. 90A. See "MAP OF THE PROJECT" herein. This project affords users of the Fort Bend Parkway access to southwest Houston and Loop 610 (the inner loop around Houston) and the Texas Medical Center. The Authority's southerly extensions of the Fort Bend Parkway will ultimately connect with the Grand Parkway in south Fort Bend County. The existing extensions are a 4-lane limited access toll road.

Proceeds of Outstanding Toll Road Senior Lien Revenue Bonds are being used to finance the design of a future extension of Fort Bend Parkway from Sienna Ranch Road to FM 2759. Additional extensions of the Fort Bend Parkway, if any, will be constructed in future phases when financially feasible. The issuance of additional bonds, if any, for additional Project Segments is subject to the requirements contained in the Indenture. See "SECURITY AND SOURCE OF PAYMENT—Additional Toll Road Senior Lien Revenue Bonds and Parity Notes" and "—Subordinate Lien Revenue Bonds and Bonds for Special Toll Road Projects."

Westpark Tollway

The Westpark Tollway connects directly to and extends the Harris County Westpark Tollway by approximately 12 miles. The County's portion of the Westpark Tollway became operational in 2005 and provides a major east-west traffic corridor to west Harris County and north Fort Bend County and provides access to Loop 610 (the inner loop around Houston) and the Sam Houston Parkway (the second loop around Houston). HCTRA constructed the portion of the tollway from Loop 610 to FM 1464 near the Harris-Fort Bend County line (the "Harris County Westpark Tollway"). The Authority constructed the portion of the tollway from the Harris-Fort Bend County line to its current terminus just east of the intersection of FM 359 and FM 1463. This portion of the corridor is open to traffic as an eight-lane facility, with four exterior lanes (2 lanes in each direction) as free service roads and four interior lanes (2 lanes in each direction) subject to limited access and tolls.

Proceeds of Outstanding Toll Road Senior Lien Revenue Bonds are being used to finance a portion of the cost of direct connectors between Westpark Tollway and the Grand Parkway. Construction of such direct connectors is currently underway and expected to be complete in Summer 2024. Proceeds of Outstanding Toll Road Senior Lien Revenue Bonds are also being used to finance the design of a future extension of the tolled main lanes of the Westpark Tollway from FM 723 to west of Texas Heritage Parkway. Such extension and any additional extensions of the Westpark Tollway will be constructed in future phases when financially feasible. The issuance of additional bonds, if any, for additional Project Segments is subject to the requirements contained in the Indenture. See "SECURITY AND SOURCE OF PAYMENT—Additional Toll Road Senior Lien Revenue Bonds and Parity Notes" and "—Subordinate Lien Revenue Bonds and Bonds for Special Toll Road Projects."

Operations and Maintenance of the Project

The operation and maintenance of the Project is the responsibility of the Authority. Tolls on the Project are collected exclusively using an electronic toll collection system. The Authority does not issue toll tags, but the toll collection system is able to read the electronic toll collection devices issued by other toll entities of the state, such as HCTRA, the Texas Department of Transportation (“TxDOT”) and North Texas Tollway Authority. These electronic transactions are processed to the tag issuer via a state-wide system. The toll entities collect revenue from their respective customers and remit revenue attributable to the Project to the Authority after deducting a processing fee. The Authority currently contracts with TransCore, LP for processing electronic toll transactions for the Project. The Authority contracts with SWC Group, L.P. to collect tolls and fines from toll violators.

The Authority contracts with several outside vendors to provide roadside maintenance, trash collection and equipment maintenance. In addition, the Authority contracts with the Fort Bend County Sheriff’s Office to provide law enforcement on the Fort Bend Parkway and the Westpark Tollway.

Table 1 - Traffic Count Table

	Fiscal Year Ended September 30,				
	2019	2020	2021	2022	2023
<u>Fort Bend Parkway Toll Road:</u>					
Fondren - Northbound	5,950,115	5,398,582	6,109,257	6,831,051	7,227,024
Fondren - Southbound	5,433,111	4,955,473	5,665,022	6,317,265	6,754,219
Lake Olympia - Northbound	4,099,904	3,594,064	3,920,625	4,397,929	4,799,022
Lake Olympia - Southbound	3,768,468	3,353,456	3,783,162	4,138,737	4,527,312
McHard - Northbound	6,064,902	5,481,099	6,260,302	7,091,002	7,573,755
McHard - Southbound	5,539,077	5,057,729	5,853,643	6,593,757	7,132,224
Sienna Parkway - Northbound	1,931,249	1,718,167	2,005,821	2,401,571	2,576,116
Sienna Parkway - Southbound	1,769,196	1,595,411	1,854,153	2,163,633	2,212,482
Total Parkway Transactions	34,556,022	31,153,981	35,451,985	39,934,945	42,802,154
<u>Fort Bend Westpark Tollway:</u>					
Katy Gaston - Eastbound	3,248,679	3,054,975	3,642,057	4,309,393	4,661,439
Katy Gaston - Westbound	3,219,755	2,965,384	3,543,400	4,301,495	4,455,878
Peek - Eastbound	6,718,441	5,580,904	6,424,159	7,502,079	7,827,492
Peek - Westbound	5,588,605	4,504,815	5,422,464	6,465,993	6,877,107
Westmoor - Eastbound	7,803,549	6,553,216	7,685,683	8,886,860	9,294,522
Westmoor - Westbound	7,589,957	6,164,434	7,081,015	8,293,968	8,588,092
Total Westpark Transactions	34,168,986	28,823,728	33,798,778	39,759,788	41,704,530
Total Transactions	68,725,008	59,977,709	69,250,763	79,694,733	84,506,684

Source: The County.

Toll Rate Setting Policy

The Commissioners Court has established a toll rate setting policy (the “Toll Policy”) for toll rate adjustments on the Authority’s toll facilities. The Toll Policy establishes a process for an annual adjustment of toll rates, with provisions for rounding tolls to appropriate levels. The annual adjustment factor is determined by the greater of (a) 2%, or (b) the annual change in the Consumer Price Index for All Urban Consumers (“CPI-U”) Houston-Galveston-Brazoria, as published by the Bureau of Labor Statistics for the month of August. The policy provides that toll rates will be rounded to the nearest cent. The Toll Policy provides guidelines for future rate increases, which are systematically implemented. The Toll Policy does not supersede toll rate covenants in existing or future bond documents. In the event a conflict exists, the bond toll covenants will prevail in determining the toll rates used on the Authority’s toll facilities. The automatic rate adjustments take effect on January 1 of each year. The Commissioners Court can repeal, suspend or amend the Toll Policy at any time.

Table 2 - Toll Rate Schedule*(Effective January 2024)***Fort Bend Parkway:**

Fondren Main Lane Plaza			
<u>Vehicles</u>	<u>Valid Tag Transactions</u>	<u>Invalid/Fleet Transactions</u>	<u>Non-Revenue Transactions</u>
2 axle	\$0.74	\$0.99	\$0.00
3 axle	\$1.48	\$1.73	\$0.00
4 axle	\$2.22	\$2.47	\$0.00
5 axle	\$2.96	\$3.21	\$0.00
6 axle	\$3.70	\$3.95	\$0.00

McHard, Lake Olympia, and Sienna Main Lane Plazas			
<u>Vehicles</u>	<u>Valid Tag Transactions</u>	<u>Invalid/Fleet Transactions</u>	<u>Non-Revenue Transactions</u>
2 axle	\$0.49	\$0.74	\$0.00
3 axle	\$0.98	\$1.23	\$0.00
4 axle	\$1.47	\$1.72	\$0.00
5 axle	\$1.96	\$2.21	\$0.00
6 axle	\$2.45	\$2.70	\$0.00

Westpark Tollway:

All Main Lane Plazas			
<u>Vehicles</u>	<u>Valid Tag Transactions</u>	<u>Invalid/Fleet Transactions</u>	<u>Non-Revenue Transactions</u>
2 axle	\$0.81	\$1.06	\$0.00
3 axle	\$1.62	\$1.87	\$0.00
4 axle	\$2.43	\$2.68	\$0.00
5 axle	\$3.24	\$3.49	\$0.00
6 axle	\$4.05	\$4.30	\$0.00

Source: The County.

Fort Bend Grand Parkway

In 2007, during the Regular Session of the 80th Texas Legislature, Senate Bill 792 was signed into law giving counties the option to take over development of the Grand Parkway from TxDOT for the portion within their boundaries. Under the law, a county must have begun their segment of the project within a two-year period after exercising its option to develop such segment, subject to litigation challenges and environmental impact clearance, otherwise its right to develop the project would revert back to TxDOT. In September of 2009, the Commissioners Court signed its order assuming responsibility for financing, designing, constructing, operating and tolling the Grand Parkway within Fort Bend County. The Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA") was created by the Commissioners Court as a local government corporation pursuant to Chapter 284, Texas Transportation Code, to aid, assist, and act on behalf of the County in the development of the Grand Parkway in Fort Bend County.

In May of 2011, FBGPTRA executed the "Right of Use" agreement with TxDOT, allowing FBGPTRA to use state highway rights-of-way and to begin construction of the 10 new tolled overpasses and eight miles of main-lane development that comprise Segment D of the Grand Parkway. Construction of the first two overpasses began in 2011, and all nine overpasses were opened to traffic in the spring of 2014.

FBGPTRA is a separate legal entity from the Authority. Although not required, the Commissioners Court appointed the same individuals as board members of each entity. By law and contract among Fort Bend County, TxDOT and the other counties through which the Grand Parkway will be built, the Grand Parkway must be developed as a single project, separate from the counties' other toll roads or toll road projects. As a result, debt issued for the Grand Parkway and revenues derived from the Grand Parkway will be separate from debt and revenues of the Fort Bend Parkway and the Westpark Tollway. **Owners of the Bonds will have no right to revenues of the Grand Parkway and such revenues are not pledged to the Bonds and are not part of the Trust Estate.**

SECURITY AND SOURCE OF PAYMENT

The Indenture and the Bonds

The Bonds are being issued pursuant to the Indenture. The Indenture establishes, among other things, the flow of funds for Revenues and the conditions for the issuance or incurrence of additional obligations secured by and payable from a lien on and pledge of the Trust Estate. Selected provisions of the Master Indenture are contained in APPENDIX D. For a complete copy of the Master Indenture or the Fifth Supplemental Indenture, contact The Muller Law Group, PLLC, 202 Century Square Boulevard, Sugar Land, Texas 77478.

Pledge of the Trust Estate

Pursuant to the Indenture, the Toll Road Senior Lien Revenue Bonds (which includes the Bonds) and the Parity Obligations are secured by a first lien on and pledge of all of the County's right, title, and interest in and to the following (collectively, the "Trust Estate"): (i) all moneys and securities in the Debt Service Fund as provided in the Indenture, (ii) all moneys and securities in the Debt Service Reserve Fund Participant Account of the Debt Service Reserve Fund as provided in the Indenture, (iii) the Revenues as further described below to the extent of Revenues collected, (iv) the proceeds of the Toll Road Senior Lien Revenue Bonds or Parity Notes required to be deposited in the Construction Fund pursuant to the Indenture and to Investment Securities held in the Construction Fund, as provided in the Indenture, (v) to the extent permitted by law, the proceeds from the sale of Toll Road Bonds and investments thereof from time to time on deposit in the construction fund required to be maintained pursuant to the 2003 Indenture and (vi) any and all property of every kind and nature which may be assigned, hypothecated, endorsed, pledged, granted, or delivered to or deposited with the Trustee as additional security under the Indenture.

The term "Revenues" is defined in the Indenture to mean all amounts derived from the ownership or operation of the Project (including Project Segments) which constitute revenues in accordance with generally accepted accounting principles, including any amounts derived from the ownership or operation of any project or projects with which the Project may be pooled, plus any interest income earned on all funds and accounts established under the Master Indenture and under the 2003 Indenture that is required to be transferred to or maintained in the Revenue Fund, the Debt Service Fund, or the Debt Service Reserve Fund, but specifically excluding interest income attributable to any capitalized interest on the Toll Road Senior Lien Revenue Bonds and Parity Notes. The Bonds and any additional Toll Road Senior Lien Revenue Bonds are secured by and payable solely from the Trust Estate and are not secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the Project.

The Bonds are special obligations of the County and do not constitute an indebtedness or general obligation of the County, the State of Texas or any political subdivision thereof within the meaning of any constitutional or statutory limitation of indebtedness, but are payable solely from and secured by a first lien upon the Trust Estate. No owner of the Bonds shall ever have the right to demand payment of the Bonds or any interest or premium thereon from any funds raised or to be raised by taxation.

Toll Covenant

Under the Indenture, the County has covenanted that it will at all times fix, charge and collect such tolls for use of the Project as will be required each Fiscal Year to produce Revenues which shall equal at least 1.25 times the Aggregate Debt Service on all Toll Road Senior Lien Revenue Bonds, Parity Notes and other Parity Obligations accruing in such Fiscal Year.

The Indenture requires that, before the beginning of each Fiscal Year, the County must review the financial status of the Project in order to estimate and determine whether Revenues for the current Fiscal Year and for the following Fiscal Year will be sufficient to comply with the toll covenant. In connection with the preparation of the Annual Budget for each Fiscal Year, the County is also required to prepare and file with the Trustee a copy of its estimate of Revenues and Debt Service, together with a statement of pertinent estimates and assumptions, which must take into consideration the cost of completing any uncompleted portion of the Project and the issuance of future series of Toll Road Senior Lien Revenue Bonds or Parity Obligations, if necessary, to finance the completion of the Project. If the County, in adopting any Annual Budget, determines that Revenues may be inadequate to meet this toll covenant, or if the audited financial reports of the County show that the County did not satisfy such covenant for the prior Fiscal Year, the County promptly must engage Independent Traffic Engineers to make a study and recommend a schedule of tolls that (except as otherwise provided in the following paragraph) will provide sufficient Revenues in the following Fiscal Year to comply with the toll covenant and that will provide additional Revenues in such following Fiscal Year and later years in order to eliminate any deficiency at the earliest practicable time. The County will place the recommended schedule of tolls in effect no later than ninety (90) days after the receipt of the recommendation from such Independent Traffic Engineers.

Failure to comply with the toll covenant described above will not constitute an Event of Default if either (i) the County complies with the procedures described in the preceding paragraph or (ii) the County's Traffic Engineers are of the opinion that a toll schedule which will comply with the toll covenant described above is impracticable at that time, and the County therefore cannot comply with the covenant described in the preceding paragraph, and the County establishes a schedule of tolls which is recommended by the County's Traffic Engineers to comply as nearly as practicable with the toll covenant described above.

Maintenance Tax Covenant

So long as any Toll Road Senior Lien Revenue Bonds or Parity Obligations are Outstanding, the County must in each year levy, assess, and collect an annual maintenance tax on all taxable property within the County fully sufficient in each year (taking into account delinquencies and costs of collection) to produce revenues sufficient to (i) pay as they become due all Project Expenses for which there are insufficient available Revenues or (ii) produce maintenance tax revenues for the Project equal to the amounts budgeted for such purpose in such year by the County, whichever is greater. To date, the County has not been required to levy an annual maintenance tax to satisfy such covenant, and the County does not expect to levy such a tax in the foreseeable future. **The proceeds of any such maintenance tax revenues are not part of the Trust Estate and may not be applied to the payment of Debt Service on the Toll Road Senior Lien Revenue Bonds or Parity Obligations.**

Flow of Funds (Application of Revenue) Under Provision of the Indenture

Revenues Derived From the Project
Debt Service Fund
(i) Pay any principal and interest to become due and payable on each series of outstanding Toll Road Senior Lien Revenue Bonds and Parity Notes; and (ii) if provided in any Supplemental Indenture, any amounts required to be paid to any bank, financial institution or other party in connection with any Toll Road Senior Lien Revenue Bonds, or Parity Obligations, including pursuant to Parity Credit Agreements and Parity Hedge Agreements.
Debt Service Reserve Fund
Deposit 1/60 of the Debt Service Reserve Fund Requirement or the amount needed, if any, to attain the Debt Service Reserve Fund Requirement.
Junior Lien Obligations ⁽¹⁾
Pay all deposits, payments or transfers required by any indenture, resolution, order or other instrument creating or evidencing any Junior Lien Obligation at the time and manner provided in such instrument.
Project Expenses
Pay Project Expenses, to the extent not paid from other sources.
Operating Reserve
Set aside, out of money held in the Revenue Fund, the amount, if any, required to establish and maintain the Operating Reserve, equal to two months of Project Expenses.
Renewal and Replacement Fund
Set aside, out of money in the Revenue Fund, the amount, if any, required by the County to be deposited into the Renewal and Replacement Fund.
Subordinate Indebtedness ⁽²⁾
Pay all deposits, payments or transfers required by any indenture, resolution, order or other instrument creating or evidencing the Subordinate Lien Bonds and any other subordinate indebtedness which is not payable as a first or prior charge on Revenues.
Surplus Fund
Transfer any remaining money to the Surplus Fund. See "– Flow of Funds – Other Funds."

(1) To date, the County has not issued any Junior Lien Obligations under the Indenture.

(2) See "–Subordinate Lien Revenue and Bonds for Special Toll Road Projects."

Flow of Funds

The Indenture provides for the maintenance of the following funds:

<u>Name of Fund</u>	<u>Held By</u>
Construction Fund	County
Revenue Fund	County
Debt Service Fund	Trustee
Debt Service Reserve Fund	Trustee
Maintenance Tax Fund	County
Renewal and Replacement Fund	County
Surplus Fund	County

The Indenture requires that, except as specifically provided, all Revenues must be deposited into the Revenue Fund, as received. All money at any time in the Revenue Fund must be applied to make transfers to the following funds or to make payments for the following purposes in the following order of priority: (i) into the Debt Service Fund; (ii) into the Debt Service Reserve Fund; (iii) to any funds or accounts established in connection with any Junior Lien Obligations; (iv) for payment or provision for payment of Project Expenses, to the extent not paid from other sources; (v) to maintain the Operating Reserve; (vi) into the Renewal and Replacement Fund; (vii) for payment of subordinate indebtedness, including the Subordinate Lien Bonds; and (viii) into the Surplus Fund. The Debt Service Fund and the Debt Service Reserve Fund are held by the Trustee, while all other Funds and Accounts are held by the County.

Debt Service Fund: The Indenture provides that there must be paid from the Revenue Fund into the Debt Service Fund on or before the last day of each month, amounts which, when added to other amounts in the Debt Service Fund, will provide for the accumulation, in substantially equal monthly installments, of the amounts required to pay the following: (i) any interest to become due and payable on the next Interest Payment Date; (ii) any Principal Installments to become due and payable on or before the next date on which such Principal Installment is payable; and (iii) any amounts required to be paid to any bank, securities dealer, financial institution or other party in connection with the any series of Toll Road Senior Lien Revenue Bonds or Parity Notes for the payment thereof and amounts due under any other Parity Obligation.

Debt Service Reserve Fund: The Indenture further requires the establishment of a Debt Service Reserve Fund for the Toll Road Senior Lien Revenue Bonds and any Parity Obligations, and the maintenance therein, in accordance with the provisions of the Indenture, of amounts equal to the Debt Service Reserve Fund Requirement. Within the Debt Service Reserve Fund, the County shall establish a Debt Service Reserve Fund Participant Account and one or more Debt Service Reserve Fund Non-Participant Accounts. Any series of Toll Road Senior Lien Revenue Bonds shall be designated as a Debt Service Reserve Fund Participant or not. Debt Service Reserve Fund Participants shall have a parity lien on the Debt Service Reserve Fund Participant Account. Any series of Toll Road Senior Lien Revenue Bonds that is not a Debt Service Reserve Fund Participant shall only have a lien on its Debt Service Reserve Fund Non-Participant Account. If the Debt Service Reserve Fund contains less than the aggregate Debt Service Reserve Fund Requirement (as defined in APPENDIX C), on or before the last day of each month, there must be transferred into the Debt Service Reserve Fund, out of the Revenue Fund, an amount equal to 1/60 of the aggregate Debt Service Reserve Fund Requirement or the amount needed to attain the aggregate Debt Service Reserve Fund Requirement, whichever is less, which transfers must continue each month until the Debt Service Reserve Fund contains the aggregate Debt Service Reserve Fund Requirement.

The County may satisfy all or any portion of the Debt Service Reserve Fund Requirement by purchasing a reserve fund surety policy, surety bond, letter of credit or other similar instrument (a "Debt Service Reserve Fund Surety Policy") from a financial institution having a long-term credit rating in one of the two highest generic rating categories from at least two nationally recognized rating agencies and having a credit rating or claims paying ability such that it will not cause any nationally recognized rating agency which then has an outstanding rating on any outstanding Toll Road Senior Lien Revenue Bonds or Parity Notes to be withdrawn or lowered.

In addition, the County may purchase Debt Service Reserve Fund Liquidity Facilities that enable the County to sell any investments in the Debt Service Reserve Fund at agreed upon prices at any time the proceeds thereof are required to prevent a default in the payment of Debt Service on any outstanding Toll Road Senior Lien Revenue Bonds or Parity Notes. The purchase of such facility will enable the County to invest a corresponding amount in the Debt Service Reserve Fund in Investment Securities with maturities not exceeding the final maturity on the outstanding Toll Road Senior Lien Revenue Bonds or Parity Notes and to continuously value such Investment Securities at not less than the purchase price agreed to in such facility.

The Bonds will be, and each of the Series 2014 Bonds, the Series 2016 Bonds and the Series 2021 Bonds (all as defined herein) have been, designated as a Debt Service Reserve Fund Participant and are therefore secured by the Debt Service Reserve Fund Participant Account. The Debt Service Reserve Requirement of \$ _____* has been satisfied by cash deposits to the Debt Service Reserve Fund Participant Account in connection with the issuance of the Series 2014 Bonds and Series 2016 Bonds, and by a debt service reserve fund surety policy issued by Build America Mutual Assurance Company in connection with the issuance of the Series 2021 Bonds.

*Preliminary; subject to change.

Provision for Junior Lien Obligations: The Indenture permits the establishment of debt service funds, debt service reserve funds and any other funds and accounts required in connection with the issuance of Junior Lien Obligations and the deposit and transfer of Revenues into such funds and accounts after making all required deposits to the Debt Service Fund and Debt Service Reserve Fund but prior to the payment of Project Expenses. To date, the County has not issued any Junior Lien Obligations under the Indenture.

Project Expenses: After the required payments, provisions for payment, deposits and transfers have been made to the Debt Service Fund, Debt Service Reserve Fund, or funds and accounts required for Junior Lien Obligations, as described above, on or before the last day of each month, to the extent not paid from other sources, Project Expenses will be paid from the Revenue Fund. The County has covenanted to levy, assess and collect an annual maintenance tax sufficient to pay as they become due all Project Expenses for which there are insufficient available Revenues. See “—Maintenance Tax Covenant” above.

Other Funds: The Indenture requires the establishment and maintenance of certain other funds. The Operating Reserve, which must be kept in the Revenue Fund, must retain an amount of money equal to two months of Project Expenses, as set out in the County’s current Annual Budget for the Project. The County also must maintain a Renewal and Replacement Fund, to be held by the County, which must contain the amount, if any, required by the County from time to time. Money in the Renewal and Replacement Fund may be used for repairs, replacements, extensions, renewals, betterments, improvements, and reconstruction of the Project that are not Project Expenses, and for transfers to the Debt Service Fund and Debt Service Reserve Fund to maintain the required balances in such funds if no other funds are available for such purpose. The Indenture also requires the County to maintain a Surplus Fund, into which moneys will be transferred from the Revenue Fund after all prior transfers and provisions for payment, including provisions for payment of the then Outstanding Subordinate Lien Bonds or other subordinate lien obligations, have been made. Moneys in the Surplus Fund may be used (i) for the purpose of paying the cost of repairs, enlargements, resurfacing, additions, renewals, improvements, reconstruction and replacements, capital expenditures, engineering and other expenses relating to the powers or functions of the County in connection with the Project, (ii) for transfers to the Debt Service Fund and Debt Service Reserve Fund to maintain the required balances therein if no other funds are available for such purpose, (iii) for the redemption of Toll Road Senior Lien Revenue Bonds, Parity Notes, other Parity Obligations, Junior Lien Obligations or Toll Road Bonds, (iv) to provide for a toll rate stabilization, and (v) to pay capital costs, including without limitation, engineering, land acquisition, and construction for any project on the County’s major thoroughfare plan. There is, therefore, no assurance that any surplus Revenues produced in any future period will be retained by the County or be otherwise available to offset any deficit or shortfall in Revenues from operation of the Project in any future periods. See “—Subordinate Lien Revenue Bonds and Bonds for Special Toll Road Projects” below.

In addition, under the terms of the Indenture, and in order to facilitate compliance by the County with the covenants contained therein regarding the exclusion from federal income taxation of the interest on the Bonds, the County reserves the right to request the Trustee to establish rebate accounts with respect to the Bonds to account for the excess arbitrage profits and interest thereon that must be accounted for, or rebated to the United States of America. See “TAX EXEMPTION.”

Outstanding Obligations

After the issuance of the Bonds and the application of the proceeds thereof, the obligations listed below will be outstanding under the Indenture and the 2003 Indenture in the following principal amounts:

	Outstanding Principal Amount	
<u>Senior Lien Obligations</u>		
Senior Lien Toll Road Revenue Bonds, Series 2014 (the “Series 2014 Bonds”)	\$16,615,000	*
Senior Lien Toll Road Revenue Bonds, Series 2016 (the “Series 2016 Bonds”)	59,405,000	
Senior Lien Toll Road Revenue Bonds, Series 2021 (the “Series 2021 Bonds”)	68,765,000	
The Bonds	17,525,000	*
Total Senior Lien Obligations	<u>\$162,310,000</u>	*
<u>Junior Lien Obligations</u>		
none		\$0
<u>Subordinate Lien Obligations</u>		
General Obligation Refunding Bonds, Taxable Series 2020 (the “Subordinate Lien Bonds”)	\$66,010,000	
Total Subordinate Lien Obligations	<u>\$66,010,000</u>	

*Preliminary; subject to change.

Additional Toll Road Senior Lien Revenue Bonds and Parity Notes

The County reserves the right to issue one or more future series of Toll Road Senior Lien Revenue Bonds or Parity Notes (collectively, “Additional Senior Lien Obligations”) under the Indenture in addition to and on parity with the Bonds and the County’s previously issued and outstanding Toll Road Senior Lien Revenue Bonds (see “—Outstanding Obligations” above), provided that the following conditions and tests are satisfied:

- (i) If such Additional Senior Lien Obligations are being issued to complete a Project Segment, an Independent Consulting Engineer must certify that such series of Additional Senior Lien Obligations is required to be issued to finance Costs of the Project for which there are not funds otherwise available and such Costs of the Project must be incurred in order to complete a Project Segment or to make such improvements, replacements, or major repairs thereto as are essential to the operational and structural integrity and safety thereof;
- (ii) In the case of Additional Senior Lien Obligations issued to refund any Toll Road Senior Lien Revenue Bonds, Parity Notes or Debt Service incurred in connection with the Project, the County’s Financial Advisor must provide a certificate containing either (a) a calculation showing that the Aggregate Debt Service on all Toll Road Senior Lien Revenue Bonds and Parity Obligations that will be Outstanding after the issuance of such refunding series of Additional Senior Lien Obligations will not increase the Aggregate Debt Service in any year that such Aggregate Debt Service would be scheduled to be payable without the issuance of such refunding series of Additional Senior Lien Obligations; or (b) a statement to the effect that the issuance of such refunding series of Additional Senior Lien Obligations is necessary or is intended to cure or prevent an Event of Default; or (c) a calculation demonstrating that such refunding series of Additional Senior Lien Obligations is necessary to refinance and amortize one or more Principal Installments or scheduled principal maturities which cause Aggregate Debt Service in the Fiscal Year in which they are payable to exceed the average annual Aggregate Debt Service by more than 20%; or
- (iii) For all Additional Senior Lien Obligations for which the requirements of (i) or (ii) above are not met, and as an alternative to those requirements, the following must be provided:
 - (a) An Accountant must certify that for any 12 consecutive months out of the 24 months preceding the month in which the order is adopted authorizing the issuance of Additional Senior Lien Obligations, the coverage of Aggregate Debt Service for such 12 months on all Toll Road Senior Lien Revenue Bonds and Parity Obligations Outstanding prior to the issuance of the Additional Senior Lien Obligations must either be:
 - (1) at least 1.25 times Net Revenues during such period, as adjusted for any toll increases placed in effect prior to the date the order is adopted authorizing the issuance of the particular Additional Senior Lien Obligations; or
 - (2) at least 1.50 times Revenues during such period, as adjusted for any toll increases placed in effect prior to the date the order is adopted authorizing the issuance of the particular Additional Senior Lien Obligations; and
 - (b) An Independent Traffic Engineer must provide a certificate or report for the five-year period ending with the fifth complete Fiscal Year following the date that the Project Segment to be financed with such series of Additional Senior Lien Obligations is to be placed in service containing estimates for each Fiscal Year during such period by such Independent Traffic Engineer of the Aggregate Debt Service on all Toll Road Senior Lien Revenue Bonds and Parity Obligations Outstanding (including the series of Additional Senior Lien Obligations to be issued and any Additional Senior Lien Obligations estimated to be required by such Independent Traffic Engineer to finance the completion of the Project Segment being financed with such series of Additional Senior Lien Obligations), together with estimates of Revenues or Net Revenues (based upon such assumptions as he will set forth in his certificate or report), and calculating that in each of such five Fiscal Years the estimated Aggregate Debt Service will be covered either:
 - (1) At least 1.25 times Net Revenues during such period; or
 - (2) At least 1.50 times Revenues during such period.
 - (c) In lieu of satisfying the coverage test with respect to future Aggregate Debt Service by providing a certificate or report of an Independent Traffic Engineer as described in paragraph (b) above, the County may alternatively provide an Accountant’s certification that for any 12 consecutive months out of the 24 months preceding the month in which the order is adopted authorizing the issuance of such Additional Senior Lien Obligations, either the historical Revenues or historical Net Revenues during such period were sufficient to satisfy the requisite coverage test with respect to the future Aggregate Debt Service on all Toll Road Senior Lien Revenue Bonds and Parity Obligations Outstanding (including the series of Additional Senior Lien Obligations then being issued and any additional series estimated to be required to complete any Project Segment being financed with such series) for the five-year period that would be covered by the certificate or report of such Independent Traffic Engineer.

The County plans to satisfy the additional bonds test with respect to the Bonds by providing an Accountant’s Certificate pursuant to paragraphs (iii)(a) and (c) above.

Additional Parity Obligations

In addition to providing for the issuance of and security for Toll Road Senior Lien Revenue Bonds, the Indenture provides that the County may issue or incur, on a parity with Toll Road Senior Lien Revenue Bonds, other “Parity Obligations” including (i) “Parity Notes” (pursuant to commercial paper programs or otherwise), (ii) reimbursement obligations with respect to “Parity Credit Agreements” acquired to enhance the security for any Toll Road Senior Lien Revenue Bonds or Parity Notes, and (iii) payment obligations pursuant to certain qualifying “Parity Hedge Agreements” (such as swap agreements) with respect to the payment of Debt Service on any Toll Road Senior Lien Revenue Bonds or Parity Notes.

Generally, the issuance or incurrence of such Parity Obligations secured on a parity with Toll Road Senior Lien Revenue Bonds will be subject to the County’s compliance with the same tests (including Revenue coverage tests) that must be satisfied in connection with the issuance of additional Toll Road Senior Lien Revenue Bonds, (see “—Additional Toll Road Senior Lien Revenue Bonds and Parity Notes” above) except that (i) for purposes of calculating Debt Service on Parity Obligations, in the case of the issuance of Parity Notes (including commercial paper notes), the principal amount thereof is deemed to be continuously refinanced under a program that will provide for approximately level amortization of debt service over a period of 30 years after the expiration of any period of time for which capitalized interest is provided, (ii) the County may combine payment obligations under Parity Hedge Agreements with interest due on those Toll Road Senior Lien Revenue Bonds or Parity Notes to which such Parity Hedge Agreements relate in order to obtain a combined Debt Service calculation (e.g., synthetic rate), (iii) future payments of interest or interest components that are variable, adjustable or not ascertainable at the time of calculation will be estimated in the same manner currently provided for Toll Road Senior Lien Revenue Bonds in the Indenture (See definition of “Debt Service” in “APPENDIX C—GLOSSARY OF TERMS”) and (iv) once Parity Notes are initially authorized, they may be continually refunded and refinanced through the issuance of other Parity Notes or Toll Road Senior Lien Revenue Bonds without having to re-satisfy such Revenue coverage tests.

Subordinate Lien Revenue Bonds and Bonds for Special Toll Road Projects

The County has previously issued certain series of Subordinate Lien Bonds secured by a pledge of County taxes and by a lien on Net Revenues that is subordinate to the lien on Revenues of the Toll Road Senior Lien Revenue Bonds and Parity Obligations. See “—Flow of Funds (Application of Revenues) Under Provisions of the Indenture” and “—Outstanding Obligations” above. The total principal amount of Subordinate Lien Bonds currently outstanding is \$72,655,000.

In addition to the Additional Senior Lien Obligations and Parity Obligations described above, the County reserves the right to issue, for any lawful purpose, Junior Lien Obligations, which are bonds, notes, or other obligations secured, in whole or in part, by liens on the Revenues that are junior to the lien on Revenues securing payment of the Toll Road Senior Lien Revenue Bonds and Parity Obligations. Such bonds, notes, or other obligations may be secured by liens on the Revenues that are senior to the lien on Revenues securing payment of the Subordinate Lien Bonds. See “—Flow of Funds (Application of Revenues) Under Provisions of the Indenture” above. To the extent that surplus Revenues are used to pay the Subordinate Lien Bonds, or for any other authorized purpose, such Revenues will not be available to offset any deficit or shortfall that may occur in Revenues from operation of the Project in any future periods.

The County also reserves the right to issue revenue bonds secured by liens and pledges of revenues and proceeds derived from special toll road projects that are not a part of the Project. A toll road facility will be deemed not to be part of the Project if it is declared by the County not to be part of the Project, the costs of construction, acquisition, and improvement are paid from proceeds of a financing transaction other than the issuance of bonds payable from Revenues of the Project, and all maintenance and operation expenses are payable from sources other than Revenues of the Project, but only to the extent that and for so long as all or any part of the revenues or proceeds of the toll road facility are or will be pledged to secure the payment or repayment of such costs of construction, acquisition, and improvement under such financing transaction.

Obligation to Advance Funds for Grand Parkway

The Authority entered into a Reimbursement Agreement Related to Capital Improvements (the “Reimbursement Agreement”) with FBGPTRA in April 2019. Under the Reimbursement Agreement, the Authority agreed to advance up to \$30 million to FBGPTRA for the cost of capital improvements and major repairs to the Grand Parkway, to the extent such funds are needed. Any amounts advanced by the Authority to FBGPTRA would be paid from the Authority’s Surplus Fund.

To date, the Authority has not advanced any funds to FBGPTRA pursuant to the Reimbursement Agreement, and no advances are currently anticipated. If an advance were to be made, the Reimbursement Agreement requires FBGPTRA to repay all sums advanced (plus interest, not to exceed 2%) from the proceeds of bonds issued by FBGPTRA to finance the Grand Parkway. In the event that FBGPTRA does not repay an advance with the proceeds of bonds sold within 15 years of the date of the Reimbursement Agreement, then FBGPTRA would be obligated to reimburse any advances from revenues lawfully available for such purpose. Any reimbursement from FBGPTRA to the Authority will be allocated to the Authority’s Revenue Fund. The Reimbursement Agreement will terminate upon the full reimbursement by FBGPTRA of any amounts advanced by the Authority (plus interest).

TOLL ROAD FINANCIAL INFORMATION

Table 3 - Selected Financial Information

	Fiscal Year Ending September 30,				
	2019 ⁽¹⁾	2020 ⁽¹⁾	2021 ⁽¹⁾	2022 ⁽²⁾	2023
Operating Revenues					
Toll revenue	\$40,167,473	\$35,098,454	\$41,775,763	\$49,663,330	\$56,183,254
Total Operating Revenues	<u>40,167,473</u>	<u>35,098,454</u>	<u>41,775,763</u>	<u>49,663,330</u>	<u>56,183,254</u>
Operating Expenses					
Salaries and personnel costs	126,423	130,285	115,288	122,051	156,435
Fees	10,432,924	7,823,468	8,944,733	10,214,271	12,398,078
Utilities	124,682	119,516	130,404	123,123	121,390
Depreciation	7,121,623	7,268,476	7,288,208	7,300,925	7,266,108
Total Operating Expenses	<u>17,805,652</u>	<u>15,341,745</u>	<u>16,478,633</u>	<u>17,760,370</u>	<u>19,942,011</u>
Operating Income	22,361,821	19,756,709	25,297,130	31,902,960	36,241,243
Non-Operating Revenues (Expenses)					
Earnings on investments	2,270,335	1,371,593	366,627	588,299	7,675,592
Interest on long-term debt	(9,821,322)	(8,665,375)	(7,922,550)	(8,569,412)	(7,618,073)
Debt issuance costs	-	(713,660)	(1,183,739)	(35,715)	-
Total Non-Operating Revenues (Expenses)	<u>(7,550,987)</u>	<u>(8,007,442)</u>	<u>(8,739,662)</u>	<u>(8,016,828)</u>	<u>57,519</u>
Net Income Before Contributions	14,810,834	11,749,267	16,557,468	23,886,132	36,298,762
Capital contributions	16,659	10,267,000	-	328,817	-
Change in Net Position	14,827,493	22,016,267	16,557,468	24,214,949	36,298,762
Net Position, Beginning of Year	<u>102,635,750</u>	<u>117,463,243</u>	<u>139,479,510</u>	<u>156,036,978</u>	<u>180,251,927</u>
Net Position, End of Year	<u>\$117,463,243</u>	<u>\$139,479,510</u>	<u>\$156,036,978</u>	<u>\$180,251,927</u>	<u>\$216,550,689</u>

Source: The County.

⁽¹⁾ Restated to reflect a change in accounting for amortization of premiums, discounts and deferred amounts from refunding transactions.

Table 4 - Historical Toll Road Operating Results and Coverages

Fiscal Year	Project Revenues	Other Earnings	Senior Lien Debt Service	Coverage Ratio on Senior Lien Debt Service	O&M Expenses ⁽¹⁾	Revenues Available for Subordinate Lien Debt Service	Subordinate Lien Debt Service	Coverage Ratio on Subordinate Lien Debt Service
2019	\$40,167,473	\$2,270,334	\$8,109,063	5.233 x	\$8,165,643	\$26,163,101	\$10,163,125	2.574 x
2020	35,098,455	1,371,593	8,415,724	4.334 x	8,053,467	20,000,857	9,655,443	2.071 x
2021	41,775,763	366,627	8,722,875	4.831 x	9,190,423	24,229,092	10,333,851	2.345 x
2022	49,663,330	588,299	11,880,877	4.230 x	10,459,444	27,911,308	10,331,226	2.702 x
2023	56,183,254	7,675,592	10,998,050	5.806 x	12,675,904	40,184,892	9,485,226	4.237 x

Source: The County.

⁽¹⁾ Excludes capital expenditures and depreciation, pursuant to certain covenants under the Indenture governing the Bonds.

Table 5 - Debt Service Requirements

Fiscal Year Ending September 30	Existing Senior Lien Debt Service ⁽¹⁾	Less: Refunded Debt Service*	Plus: The Bonds *			Outstanding Subordinate Lien Debt Service ⁽²⁾	Total Debt Service
			Principal	Interest	Total		
2024	\$10,969,050	(\$478,500)	\$0	\$309,122	\$309,122	\$9,337,476	\$20,137,147
2025	11,219,675	(957,000)	0	876,250	876,250	9,317,226	20,456,151
2026	11,218,425	(2,263,500)	1,225,000	845,625	2,070,625	9,324,851	20,350,401
2027	11,220,800	(2,259,875)	1,285,000	782,875	2,067,875	9,328,851	20,357,651
2028	11,230,925	(2,262,750)	1,355,000	716,875	2,071,875	9,318,726	20,358,776
2029	11,242,925	(2,261,875)	1,425,000	647,375	2,072,375	9,313,726	20,367,151
2030	11,217,050	(2,262,125)	1,495,000	574,375	2,069,375	9,457,342	20,481,642
2031	11,261,800	(2,263,250)	1,575,000	497,625	2,072,625	9,434,851	20,506,026
2032	11,275,825	(2,260,125)	1,655,000	416,875	2,071,875	9,430,559	20,518,134
2033	11,270,525	(2,262,500)	1,740,000	332,000	2,072,000		11,080,025
2034	11,275,950	(2,260,125)	1,825,000	242,875	2,067,875		11,083,700
2035	11,276,275	(2,262,750)	1,925,000	149,125	2,074,125		11,087,650
2036	11,271,000	(2,260,125)	2,020,000	50,500	2,070,500		11,081,375
2037	11,273,725						11,273,725
2038	11,270,575						11,270,575
2039	11,273,425						11,273,425
2040	11,271,625						11,271,625
2041	11,274,475						11,274,475
2042	11,276,200						11,276,200
2043	8,394,950						8,394,950
2044	8,397,350						8,397,350
2045	8,396,350						8,396,350
2046	3,809,000						3,809,000
2047	3,810,600						3,810,600
2048	3,809,200						3,809,200
2049	3,809,725						3,809,725
2050	3,807,100						3,807,100
2051	3,806,250						3,806,250
Total	<u>\$261,630,775</u>	<u>(\$26,314,500)</u>	<u>\$17,525,000</u>	<u>\$6,441,497</u>	<u>\$23,966,497</u>	<u>\$84,263,606</u>	<u>\$343,546,377</u>

* Preliminary; subject to change.

⁽¹⁾ Includes the County's Senior Lien Toll Road Revenue Bonds, Series 2014, Senior Lien Toll Road Revenue Bonds, Series 2016, and Senior Lien Toll Road Revenue Bonds, Series 2021.

⁽²⁾ Includes a portion of the County's General Obligation Refunding Bonds, Series 2020 which have been designated as Subordinate Lien Toll Road Bonds.

Investments

The County invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the Commissioners Court of the County. Both state law and the County's investment policies are subject to change.

Legal Investments

Available County funds are invested as authorized by Texas law and in accordance with investment policies approved by the Commissioners Court. Both State law and the County's investment policies are subject to change. Under Texas law, the County is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this State that the investing entity selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking

deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3); (9) certificates of deposit and share certificates (i) issued by a depository institution that has its main office or a branch office in the State of Texas, and are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Insurance Fund or its successor, or are secured as to principal by obligations described in the clauses (1) through (8) or in any other manner and amount provided by law for County deposits, or (ii) where (a) the funds are invested by the County through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the County as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the County; (b) the broker or the depository institution selected by the County arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the County; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the County appoints the depository institution selected under (a) above, an entity as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the County with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) which are pledged to the County, held in the County's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (13) a no-load money market mutual fund registered with and regulated by the Securities and Exchange Commission that provides the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and complies with federal Securities and Exchange Commission Rule 2a-7, and (14) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and have a duration of one year or more and are invested exclusively in obligations described in this paragraph or have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

The County may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "Aaa" or an equivalent by at least one nationally recognized rating service. The County may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the County retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the County must do so by order, ordinance, or resolution. The County is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies

Under Texas law, the County is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for County funds, maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the Public Funds Investment Act. All County funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, County investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the County shall submit an investment report detailing: (1) the investment position of the County, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest County funds without express written authority from the Commissioners Court.

Additional Provisions

Under Texas law the County is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers’ with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the Commissioners Court; (3) require the registered principal of firms seeking to sell securities to the County to: (a) receive and review the County’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the County’s investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict its investment in mutual funds in the aggregate to no more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, and to invest no portion of bond proceeds, reserves and funds held for debt service, in mutual funds; and (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

TAX EXEMPTION

General

In the opinion of Holland and Knight LLP, Tax Counsel to the County (“Tax Counsel”), under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes. Further, Tax Counsel has expressed no opinion regarding the state tax consequences that may arise with respect to the Bonds.

The Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for the interest thereon to be and remain excludable from gross income for federal income tax purposes. Examples include: the requirement that, unless an exception applies, the County rebates certain excess earnings on proceeds and amounts treated as proceeds of the Bonds to the United States Treasury Department; restrictions on the investment of such proceeds and other amounts; and certain restrictions on the ownership and use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing is not intended to be an exhaustive listing of the post-issuance tax compliance requirements of the Code, but is illustrative of the requirements that must be satisfied subsequent to the issuance of the Bonds to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. Failure to comply with such requirements may cause the inclusion of interest on the Bonds in the gross income of the holders thereof for federal income tax purposes, retroactive to the date of issuance of the Bonds. The County has covenanted to comply with each such requirement of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The opinion of Tax Counsel is subject to the condition that the County complies with all such requirements. Tax Counsel has not been retained to monitor compliance with the described post-issuance tax requirements subsequent to the issuance of the Bonds.

Tax Counsel gives no assurance that any future legislation or clarifications or amendments to the Code, if enacted into law or otherwise become effective, will not cause the interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest on the Bonds. During recent years, legislative proposals have been introduced in Congress, and in some cases have been enacted, that have altered or could alter certain federal tax consequences of owning obligations similar to the Bonds. In some cases, these proposals have contained provisions that were to be applied on a retroactive basis. It is possible that legislation could be introduced that, if enacted, could change the federal tax consequences of owning the Bonds and, whether or not enacted, could adversely affect their market value. Prospective purchasers of the Bonds are encouraged to consult their own tax advisors regarding any pending or proposed federal legislation, as to which Tax Counsel expresses no view.

As to certain questions of fact material to the opinion of Tax Counsel, Tax Counsel will rely upon representations and covenants made on behalf of the County and certificates of appropriate officers and public officials (including certifications as to the use of proceeds of the Bonds and of the property financed or refinanced thereby).

Reference is made to the proposed form of the opinion of Tax Counsel attached hereto as “APPENDIX E – Form of Co-Bond Counsel’s Opinion and Tax Counsel’s Opinion” for the complete text thereof. See also “OTHER INFORMATION – Legal Matters” herein.

Alternative Minimum Tax

An alternative minimum tax is imposed by the Code on certain taxpayers other than corporations (as defined for federal income tax purposes). Interest on the Bonds will not be treated as an item of tax preference for purposes of the alternative minimum tax. Interest on the Bonds will therefore not be included in the alternative minimum taxable income of taxpayers other than corporations.

Original Issue Premium

The Bonds maturing on _____ 1 in the years 20__ through and including 20__ (collectively, the “Premium Certificates”) have been sold to the public at an original issue premium. Section 171(a) of the Code provides rules under which a bond premium may be amortized and a deduction allowed for the amount of the amortizable bond premium for a taxable year. Under Section 171(a)(2) of the Code, however, no deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excludable from gross income. Under Section 1016(a)(5) of the Code, the purchaser's basis in a Premium Bond will be reduced by the amount of the amortizable bond premium disallowable as a deduction under Section 171(a)(2) of the Code. Proceeds received from the sale, exchange, redemption or payment of a Premium Bond in excess of the owner's adjusted basis (as reduced pursuant to Section 1016(a)(5) of the Code), will be treated as a gain from the sale or exchange of such Premium Bond and not as interest.

The federal income tax treatment of original issue premium under the Code, including the determination of the amount of amortizable bond premium that is allocable to each year, is complicated and holders of Premium Bonds should consult their own tax advisors in order to determine the federal income tax consequences to them of purchasing, holding, selling or surrendering Premium Bonds at their maturity.

Original Issue Discount

The Bonds maturing on September 1 in the years 20__ through and including 20__ (collectively, the “Premium Certificates”) have been sold to the public at an original issue premium. Section 171(a) of the Code provides rules under which a bond premium may be amortized and a deduction allowed for the amount of the amortizable bond premium for a taxable year. Under Section 171(a)(2) of the Code, however, no deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excludable from gross income. Under Section 1016(a)(5) of the Code, the purchaser's basis in a Premium Bond will be reduced by the amount of the amortizable bond premium disallowable as a deduction under Section 171(a)(2) of the Code. Proceeds received from the sale, exchange, redemption or payment of a Premium Bond in excess of the owner's adjusted basis (as reduced pursuant to Section 1016(a)(5) of the Code), will be treated as a gain from the sale or exchange of such Premium Bond and not as interest.

The federal income tax treatment of original issue premium under the Code, including the determination of the amount of amortizable bond premium that is allocable to each year, is complicated and holders of Premium Bonds should consult their own tax advisors in order to determine the federal income tax consequences to them of purchasing, holding, selling or surrendering Premium Bonds at their maturity.

Other Tax Consequences

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S Corporations and foreign corporations, individuals entitled to receive the earned income tax credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Prospective purchasers of the Bonds should also be aware that ownership of the Bonds may result in adverse tax consequences under the laws of various states. Tax Counsel has not expressed an opinion regarding the collateral federal income tax consequences that may arise with respect to the Bonds. Further, Tax Counsel has expressed no opinion regarding the state tax consequences that may arise with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the collateral federal income tax and state tax consequences to them of owning the Bonds.

The federal income tax consequences from the purchase, ownership and redemption, sale or other disposition of Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Holders of Certificates, should consult their own tax advisors with respect to the consequences of owning Certificates, including the effect of such ownership under applicable state and local laws.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds, such as the Bonds, is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Certificates, under certain circumstances, to “backup withholding” at the fourth lowest rate applicable to unmarried individuals with respect to payments on the Bonds and proceeds from the sale of Certificates. Any amounts so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Certificates. This withholding generally applies if the owner of Certificates (i) fails to furnish the paying agent (or other person who would otherwise be required to withhold tax from such payments) such owner's social security number or other taxpayer

identification number (“TIN”), (ii) furnishes the paying agent an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the paying agent or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding and the procedures for obtaining exemptions.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Reference is made to the proposed form of the opinion of Tax Counsel attached hereto as “APPENDIX E – Form of Co-Bond Counsel’s Opinion and Tax Counsel’s Opinion” for the complete text thereof. See also “OTHER INFORMATION – Legal Matters” herein.

OTHER INFORMATION

Ratings

The Bonds and the presently outstanding Toll Road Senior Lien Revenue Bonds are rated “__” by Moody’s Investor Services, Inc. (“Moody’s”) and “__” by Fitch Ratings (“Fitch”). An explanation of the significance of such ratings may be obtained from the company furnishing the rating. A securities rating is not a recommendation to buy, sell or hold securities. The ratings reflect only the respective views of such organizations and the County makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Bonds.

Litigation

It is the opinion of the County Attorney and County staff that there is no pending litigation against the County that would have a material adverse financial impact upon the County or its operations.

Registration and Qualification of Bonds for Sale

The sale of the Bonds has not been registered under the Securities Act of 1933 in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any jurisdiction. The County assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

It is the obligation of the Underwriters to register or qualify the sale of the Bonds under the securities laws of any jurisdiction which so requires. The County agrees to cooperate, at the Underwriters written request and sole expense, in registering or qualifying the Bonds or in obtaining an exemption from registration or qualification in any state where such action is necessary; provided, however, that the County shall not be required to qualify as a foreign corporation or to execute a general or special consent to service of process in any jurisdiction.

Legal Investments and Eligibility to Secure Public Funds in Texas

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Bonds are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the Public Funds Investment Act, Chapter 2256, Texas Government Code, requires that the Bonds be assigned a rating of “A” or its equivalent as to investment quality by a national rating agency. See “OTHER INFORMATION—Ratings” herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. The County has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities to purchase or invest in Bonds for such purposes. No review by the County has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

Legal Matters

The County will furnish a complete transcript of proceedings required for authorization and issuance of the Bonds, including the unqualified approving legal opinions of the Attorney General of Texas approving the Initial Bond and to the effect that the Bonds are valid and legally binding obligations of the County, and based upon examination of such transcript of proceedings, the approving legal opinion of Co-Bond Counsel to like effect, and the legal opinion of Tax Counsel to the effect that the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under “TAX EXEMPTION” herein. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Bonds, or which would affect the provision made for their payment or security, or in any manner questioning the validity of said Bonds will also be furnished.

Except as noted below, Co-Bond Counsel was not requested to participate, and did not take part, in the preparation of the Official Statement, and such firms have not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in their capacity as Co-Bond Counsel, such firms have reviewed the information appearing under captions or subcaptions “PLAN OF FINANCING—Purpose,” “THE BONDS” (except for information under the subsection captioned “Book-Entry-Only System” as to which no opinion is expressed), “SECURITY AND SOURCE OF PAYMENT,” “CONTINUING DISCLOSURE OF INFORMATION” (except for the information under the subcaption “Compliance With Prior Undertakings,” as to which no opinion is expressed) and in “APPENDIX C – Glossary of Terms” and “APPENDIX D – Summary of Certain Provisions of the Master Indenture,” and Co-Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately reflect the provisions of the Bonds and the Indenture; further Co-Bond Counsel have reviewed the statements and information contained in this Official Statement under the captions and subcaptions “FINANCIAL INFORMATION—Legal Investments,” “TAX EXEMPTION,” “OTHER INFORMATION—Registration and Qualification of Bonds for Sale,” “—Legal Investments and Eligibility to Secure Public Funds in Texas” and “—Legal Matters” (except for the last two paragraphs therein, as to which no opinion is expressed), and Co-Bond Counsel is of the opinion that the statements and information contained therein are correct as to matters of law. Co-Bond Counsel’s fee for services rendered in connection with the issuance of the Bonds is contingent on the sale and delivery of the Bonds. The legal opinions of Co-Bond Counsel will accompany the Bonds deposited with DTC or will be printed on the Bonds in the event of the discontinuance of the Book-Entry-Only System.

Certain legal matters will be passed upon for the County by West & Associates, LLP, Houston, Texas, Disclosure Counsel. The legal fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the Underwriters by McCall, Parkhurst & Horton L.L.P., Houston, Texas and The Bates Law Firm PLLC, Houston, Texas, Co-Underwriters’ Counsel. The legal fees of such firms are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Authenticity of Financial Data and Other Information

The financial data and other information contained herein have been obtained from County records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

Co-Financial Advisors

Post Oak Municipal Advisors LLC and TKG & Associates LLC are retained as Co-Financial Advisors in connection with the issuance of the Bonds. The Co-Financial Advisors’ fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Neither Post Oak Municipal Advisors LLC nor TKG & Associates LLC, in their capacity as a Co-Financial Advisor, assumes any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Co-Financial Advisors have provided the following sentence for inclusion in this Official Statement: The Co-Financial Advisors have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to the County and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Co-Financial Advisors do not guarantee the accuracy or completeness of such information.

Underwriting

The Underwriters, represented by _____ (the “Representative”), have agreed, subject to certain conditions precedent, to purchase the Bonds, at a price of \$ _____ (representing the par amount of the Bonds of \$17,525,000* plus a premium of \$ _____, less an underwriters’ discount of \$ _____). The Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of such Bonds, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have reviewed the information in this official statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the issuer for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the County.

**Preliminary; subject to change.*

Forward-Looking Statements Disclaimer

The statements contained in this Official Statement, and in any other information provided by the County, that are not purely historical, are forward-looking statements, including statements regarding the County’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the County on the date hereof, and the County assumes no obligation to update any such forward-looking statements. The County’s actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the County. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

RISK FACTORS

Information Technology

The County depends upon information and computing technology to conduct general business operations. These systems may be subject to disruptions or security breaches that could materially disrupt the County’s operations, cause reputational damage and/or give rise to losses or legal liability. The County’s information technology department continually monitors these threats and has implemented practices, policies, security systems, and design features to protect the security of its information technology systems and data. However, no assurance can be given that such measures will fully prevent potential business continuity or cybersecurity risks arising from events wholly or partially beyond the County’s control, including electrical communication outage, natural disasters or cyber-attacks, or larger-scale political events including terrorist attacks. Any such occurrence could materially and adversely affect the County’s operations and reputation, which could lead to decreased financial performance that insurance may not cover and may require the County to expend significant resources to correct the failure or disruption.

The County has a written cybersecurity manual that requires training for new employees and annual training for other employees. The manual also mandates periodic random cybersecurity tests and additional training for any employees who do fail the test. The County maintains a commercial cybersecurity insurance policy.

Costs of Construction of Toll Facilities

In projects of the magnitude of the toll facilities developed, operated and improved by the County, there is a possibility of time delays and cost increases resulting from (i) design and construction problems and resulting change orders, (ii) environmental litigation or environmental administrative matters, (iii) the unavailability or cost of acquiring rights-of-way, (iv) archeological, historic and unidentified subsurface conditions, (v) utility relocation problems, (vi) hazardous materials, (vii) force majeure events, (viii) litigation or (ix) inflation. Additionally, tariffs on steel, aluminum and other imports imposed by the United States may adversely impact construction costs for the County's toll facilities or the ability of the County to accurately estimate construction costs. As a result, there can be no assurance that the costs of completion for any of the County's toll facilities or improvements to the County's toll facilities will not exceed current estimates, or that the completion of such projects or improvements to such projects will not be delayed beyond the scheduled completion date. Variations in cost estimates and delays in construction could be material.

There is also a possibility of insolvency or bankruptcy of the contractors during construction. While the contractors are and will be required to provide performance bonds and payment bonds, there can be no assurance that such bonds will be sufficient to assure timely completion of any County toll facility or improvements under construction. Moreover, if a default occurs under a construction contract by the contractor, there is a possibility of litigation between County and the providers of the performance bonds and payment bonds and/or the contractor, which could further delay construction and the opening of the applicable County toll facility or improvements. Any such delays and/or cost overruns could result in the delay or reduction in the collection of revenues and an increase in costs, thereby making it more difficult for the County to generate sufficient revenues to pay principal of and interest on the Bonds and other obligations under the Indenture.

Operating Risks

The ability of the Project to generate revenues in amounts sufficient to pay debt service on the obligations of the County when due will be subject to the risks inherent in the establishment and operation of any toll facility. The ability to repay the obligations of the County issued pursuant to the Indenture will be dependent on the volume of traffic that utilizes the Project and the ability of the County and its computer systems to accurately process data. Revenues to be generated through such use will be influenced by numerous factors, including, among other things, the ability to manage toll evasion and toll collection and enforcement practices; the ability to control expenses; the availability of adequately-trained personnel; population, employment and income trends within the region; the congestion on alternative freeways, highways and streets; time savings experienced by motorists utilizing the toll facilities; the toll rates; the availability and price of fuel; and the construction of new or improved competitive roadways or other transit facilities.

Ability to Maintain or Raise Toll Rates

The County may need to raise toll rates in the future above the scheduled toll rate increases under the current toll rate schedule to support its debt service requirements. The effect of any future rate increase is unknown. It is possible that a future increase in rates could result in reduced usage of the Authority's toll facilities, resulting in decreased revenues. Additionally, political pressure could result in hesitance by the Commissioners Court to raise rates further, if needed. See "THE PROJECT – Toll Rate Setting Policy" herein for a discussion of automatic annual increases in toll rates pursuant to the existing Toll Policy absent action by the Commissioners Court.

Motor Fuel Prices and Taxes

There is no assurance that motor fuel will remain in adequate supply or that motor fuel prices and federal and State motor fuel taxes will not increase. Increases in motor fuel pump prices could negatively impact the revenues of the Project. Additionally, if motor fuel prices increase, it could have a material adverse effect on the economy of Fort Bend County and the surrounding area and the revenues of the Project.

Continuing Disclosure Obligations

In connection with the issuance of the Bonds and other previously issued obligations, the County has agreed to file continuing disclosure information on an ongoing basis. Any failure by the County to comply with its continuing disclosure obligations may adversely affect the liquidity of the Bonds and their market prices in the secondary market. **See "CONTINUING DISCLOSURE OF INFORMATION — Compliance with Prior Undertakings."**

Technological and Societal Changes

Neither the County nor the County's Traffic Engineers can predict the technological and societal changes that may affect the use of the Authority's toll facilities during the term of the Bonds. Societal changes may include, for example, the increased use of telecommuting, which could have an adverse impact on usage of the Project. Other technologies or societal changes could have a similar detrimental effect on the Project.

Changes in Law

State and federal legislation is introduced and enacted from time to time that could have a direct impact on the County's financial condition or the operations of the Project. The likelihood of any such legislation being introduced or enacted cannot be predicted.

Future and Proposed Tax Legislation

Tax legislation, administrative actions taken by tax authorities or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Weather Events

Fort Bend County is located in an area that is susceptible to high winds, heavy rain and flooding caused by rain events, hurricanes, tropical storms, and other tropical disturbances. A severe weather event or other natural disaster could adversely affect the County and the Project, especially if insurance is inadequate to cover resulting property and business losses.

CONTINUING DISCLOSURE OF INFORMATION

In the Fifth Supplemental Indenture, the County has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The County is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the County will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the “MSRB”). The MSRB has established the Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The County will provide certain updated financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to the County include the financial information and operating data of the general type included in this Official Statement under Tables 1 through 5 and in Appendices A and B. The County will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2021; provided that the County's financial information of the general type included in Appendix A hereto shall be filed within 12 months after the end of each fiscal year. Any financial statements so provided shall be prepared in accordance with such accepted accounting practices as, in the opinion of a certified public accountant, conforms at the time to a body of generally accepted accounting principles, and audited if the County and Authority commission an audit of such statement and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not completed within such period, then the County shall provide unaudited financial information and operating data which is customarily prepared by the County and Authority for the applicable fiscal year within six months of the end of the fiscal year (or, with respect to the County's financial information of the general type included in Appendix A hereto, within 12 months of the end of the fiscal year), and audited financial statements when and if the audit report becomes available.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year; provided that the County's financial information of the general type included in Appendix A hereto shall be filed by September 30 in each year. If the County changes its fiscal year, it will notify the MSRB of the change.

Notices of Certain Events

The County will also provide to the MSRB notices of certain events on a timely basis no later than 10 business days after the event. The County will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) nonpayment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) 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 Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Obligation calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the County; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of 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; (14) appointment of a successor or additional trustee or the change of name of the trustee, if material; (15) 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 (16) 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. The County shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with SEC Rule 15c2-12 (“Rule 15c2-12”). All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

For these purposes, any event described in (12) 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 Issuer, 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 Issuer. As used in this section, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) 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 Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12. The County intend the words used in the above clauses (15) and (16) and in the definition of financial obligation above to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

Availability of Information

The County has agreed to provide the foregoing information only as described above. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

Amendments

The County has agreed to update information and to provide notices of certain specified events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

The County may amend its continuing disclosure agreement 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, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized Co-Bond Counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction enters judgment that such provisions of Rule 15c2-12 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 Bonds in the primary offering of the Bonds. If the County so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The County issued its Tax Anticipation Notes, Series 2022B, on November 10, 2022, in the aggregate principal amount of \$30,000,000, maturing on March 1, 2029; its Tax Note, Series 2021, on March 23, 2021, in the aggregate principal amount of \$11,590,000, maturing on March 1, 2022; and its Tax Note, Series 2020, on December 17, 2020, in the aggregate principal amount of \$13,000,000, maturing on September 1, 2027. The County did not file a notice that it had incurred a financial obligation with respect to any of these series of notes within ten business days of their respective issuance. The County also did not disclose its failure to file notices that it had incurred a financial obligation in its official statements for 2020, 2021 or 2022. On May 16, 2023, the County filed an event notice disclosing the incurrence of these financial obligations, its failure to file event notices within the required time frame and its failure to disclose this event of non-compliance in subsequent official statements.

Pursuant to a continuing disclosure agreement with respect to the Fort Bend County Drainage District’s outstanding Permanent Improvement Bonds, Series 2020 (the “Drainage District Bonds”), the County is obligated to file financial information within six months after the end of each of its fiscal years. The County filed its audited financial statements for Fiscal Years 2020 and 2022 on EMMA but failed to link such statements to the CUSIP numbers for the Drainage District Bonds. The County has corrected this error and linked both sets of audited financial statements to the CUSIP numbers for the Drainage District Bonds. The County also did not disclose this failure to link CUSIP numbers in its official statements for 2022 or 2023. On November 1, 2023, the County filed an event notice disclosing its failure to link the CUSIP numbers and its failure to disclose this event of non-compliance in subsequent official statements.

MISCELLANEOUS

The financial data and other information contained herein have been obtained from the County's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Bond Order authorizing the issuance of the Bonds also approves the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorizes its further use in the offering of the Bonds by the Underwriters.

Certification of the Official Statement

At the time of payment for and delivery of the Bonds, the County will furnish a certificate, executed by proper officers, acting in their official capacity, to the effect that to the best of their knowledge and belief: (a) the descriptions and statements of or pertaining to the County contained in its Official Statement, and any addenda, supplement or amendment thereto, on the date of such Official Statement, on the date of sale of said Bonds, and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the County and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the County, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the County believes to be reliable and the County has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the County since the date of the last audited financial statements of the County.

FORT BEND COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

SCHEDULE I

SUMMARY OF REFUNDED BONDS

Senior Lien Toll Road Revenue Bonds, Series 2014

Dated 12/1/2014

<u>Original Maturity</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Principal Outstanding</u>	<u>Principal to be Refunded*</u>	<u>Redemption Date*</u>	<u>Redemption Price</u>
3/1/2026	5.000%	346817BD0	\$1,340,000	\$1,340,000	4/24/2024	100%
3/1/2027	5.000%	346817BE8	1,405,000	1,405,000	4/24/2024	100%
3/1/2028	5.000%	346817BF5	1,480,000	1,480,000	4/24/2024	100%
3/1/2029	5.000%	346817BG3	1,555,000	1,555,000	4/24/2024	100%
3/1/2030	5.000%	346817BH1	1,635,000	1,635,000	4/24/2024	100%
3/1/2031	5.000%	346817BJ7	1,720,000	1,720,000	4/24/2024	100%
3/1/2032	5.000%	346817BK4	1,805,000	1,805,000	4/24/2024	100%
3/1/2033	5.000%	346817BL2	1,900,000	1,900,000	4/24/2024	100%
3/1/2034	5.000%	346817BM0	1,995,000	1,995,000	4/24/2024	100%
3/1/2036	5.000%	346817BP3	<u>4,305,000</u>	<u>4,305,000</u>	4/24/2024	100%
			\$19,140,000	\$19,140,000		

**Preliminary; subject to change.*

APPENDIX A

EXCERPTS FROM THE FORT BEND COUNTY, TEXAS ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Year Ended September 30, 2022

The information contained in this Appendix consists of excerpts from the Fort Bend County, Texas Annual Comprehensive Financial Report for the Year Ended September 30, 2022, and is not intended to be a complete statement of the County's financial condition. Reference is made to the complete report for further information.

APPENDIX B

EXCERPTS FROM THE FORT BEND COUNTY TOLL ROAD AUTHORITY FINANCIAL REPORT

For the Year Ended September 30, 2023

The information contained in this Appendix consists of excerpts from the Fort Bend County Toll Road Authority Financial Report for the Year Ended September 30, 2023, and is not intended to be a complete statement of the Authority's financial condition. Reference is made to the complete report for further information.

APPENDIX C
GLOSSARY OF TERMS

GLOSSARY OF TERMS

The following sets forth certain definitions used in this Official Statement and in the Indenture. Reference is made to the Indenture, copies of which may be obtained from the County, for a full and complete statement of its provisions. A summary of certain provisions of the Master Indenture is included in APPENDIX D. The provisions of the Indenture may be amended or supplemented in accordance with the terms thereof.

“2003 Indenture” shall mean the Toll Road Unlimited Tax and Subordinate Lien Revenue Bond Trust Indenture between the County and Computershare Trust Company, National Association, as Trustee, dated April 1, 2003, and all supplemental indentures thereto pursuant to which the Fort Bend County, Texas, Unlimited Tax and Subordinate Lien Toll Road Revenue Bonds are issued.

“Account” or “Accounts” shall mean any one or more, as the case may be, of the accounts from time to time hereafter created in any of the Funds required to be maintained pursuant to the Indenture.

“Accountant” shall mean any certified public accountant or firm of certified public accountants or accounting corporation of recognized experience and qualifications selected by the County, and may be an accountant or firm of accountants that regularly audits the books of the County, if satisfactory to the Trustee.

“Accountant’s Certificate” shall mean a certificate or opinion signed by the Accountant.

“Act” shall mean, collectively, Chapter 284, Texas Transportation Code, and Chapters 1201, 1207, 1371, and 1431, Texas Government Code, as they may be amended from time to time.

“Aggregate Debt Service” shall mean for any Fiscal Year or other period as of the date of calculation the sum of the amounts of Debt Service for such Fiscal Year or other period with respect to all Series of Bonds, Parity Notes, and other Parity Obligations then outstanding.

“Annual Budget” shall mean the annual budget of the County for the Project, as amended or supplemented, adopted, or in effect for a particular Fiscal Year or fraction thereof.

“Authenticating Agent” shall mean any agent of the Trustee designated to authenticate the Bonds of any Series as provided in any Supplemental Indenture and its successor or successors, which may include the Trustee.

“Authorized Newspapers” shall mean any two newspapers, reports, or other publications customarily published at least once in each calendar week, printed in the English language, one of which shall be a financial journal or publication of general circulation among tax exempt securities dealers in the United States of America (such as *The Bond Buyer*) and the other of general circulation among tax exempt securities dealers in the State of Texas (such as *Texas Municipal Reports*).

“Authorized Officer of the County” shall mean the County Judge, the County Auditor, or any officer or employee of the County authorized to perform specific acts or duties by law or by resolution or order duly adopted by the Commissioners Court.

“Bond” or “Bonds” shall mean any bond or bonds, as the case may be, authenticated and delivered under and pursuant to the Indenture.

“Bondowner” or “Owner of Bonds” shall mean the registered owner of any Bond or Bonds.

“Business Day” shall mean a day which is not a banking holiday in New York City or Houston, Texas, except as may otherwise be provided by Supplemental Indenture.

“Commissioners Court” shall mean the Commissioners Court of Fort Bend County, Texas, which is the governing body of the County.

“Construction Fund” shall mean the County Toll Road Senior Lien Revenue Bond Construction Fund required to be maintained by the County pursuant to the Indenture and any separate accounts required to be maintained in the Construction Fund pursuant to the terms of any Supplemental Indenture.

“Consulting Engineers” shall mean the County Engineer or the engineering firm or firms at the time employed by the County pursuant to the provisions of the Indenture to carry out the duties imposed by the Indenture on the Consulting Engineers.

“Cost” or “Cost of the Project” or “Project Development Cost” shall mean all costs of acquisition, construction, improvement, operation, and maintenance of the Project or any project or projects with which the Project is proposed to be pooled which meets the definition of cost of the project under the Act. Such cost shall include all reasonable costs of marketing and providing public information to inform the public of the service and facilities provided by the Project.

“Costs of Issuance” shall mean the items of expense payable or reimbursable directly or indirectly by the County and related to the authorization, sale and issuance of Bonds or Parity Notes or the authorization or incurrence of other Parity Obligations, which items of expense shall include, without limiting the generality of the foregoing: travel expenses; printing costs; costs of reproducing documents; computer fees and expenses; filing and recording fees; initial fees and charges of the Trustee and Paying Agents; initial fees and charges of providers of Parity Credit Agreements and Parity Hedge Agreements or other parties pursuant to remarketing, indexing or similar agreements; discounts; legal fees and charges; consulting fees and charges; auditing fees and expense; financial advisor’s fees and charges; costs of credit ratings; insurance premiums; fees and charges for execution, transportation and safekeeping of Bonds or Parity Obligations; and other administrative or other costs of issuing, carrying, and repaying such Bonds or Parity Obligations and investing the proceeds thereof.

“Counsel’s Opinion” shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the County) selected by the County and satisfactory to the Trustee.

“County” shall mean Fort Bend County, Texas, a body politic and corporate and a political subdivision of the State of Texas.

“Debt Service” shall mean, with respect to any particular Fiscal Year or other period and any Series of Bonds, Parity Notes or other Parity Obligations, an amount equal to the sum of (a) all interest accruing on such Bonds and Parity Notes during such period, except to the extent that such interest is to be paid from amounts (including any investment earnings thereon) deposited in the Debt Service Fund, Construction Fund, or elsewhere for the purpose of providing capitalized interest, and except to the extent that such accruing interest on such Bonds or Parity Notes is payable only at maturity or redemption (as with capital appreciation bonds) in which case the entire amount of such interest shall be deemed to accrue in the same manner as Principal Installments, plus (b) that portion of the Principal Installment or Installments of such Bonds or Parity Notes which would accrue during such period if such Principal Installment or Installments were deemed to accrue monthly from a date one year prior to its due date or from the date of issuance of the respective Series, whichever is later, plus or minus (c) net amounts payable or receivable under any Parity Hedge Agreements, which accrue during such period. For purposes of calculating Debt Service, the following rules shall apply:

- (A) Interest and Principal Installments for any Series of Bonds or Parity Notes shall be calculated on the assumption that no Bonds or Parity Notes of any Series Outstanding on the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof.
- (B) Interest and Principal Installments for any series of Parity Notes shall be calculated on the assumption that all Parity Notes shall be continuously refinanced with other Parity Notes or Bonds so as to permit approximately equal annual amortization of Debt Service on such Series of Parity Notes over a period of 30 years following depletion of any amounts provided for capitalized interest on such Parity Note.
- (C) Except as provided in (D) below, future Debt Service for any Series of Bonds or Parity Notes which bears interest at variable rates or which will at some future date bear interest at a rate or rates to be determined or which will be subject to conversion to an interest rate or interest rate mode such that rates cannot then be ascertained shall be calculated using a rate which shall be estimated and certified by the financial advisor to the County as the rate that would have been borne by such Bonds or Parity Notes if they were at the date of certification issued (or remarketed as the case may be) as 30-year Bonds bearing a fixed rate of interest.
- (D) Amounts payable and/or receivable by the County under Parity Hedge Agreements may be combined with payments of Debt Service on any Series of Bonds or Parity Notes to which the Parity Hedge Agreement relates. In such event, the financial advisor to the County shall prepare a combined calculation of Debt Service with respect to the amounts payable and/or receivable under the Parity Hedge Agreement and the amounts of interest payable under the Bonds or Parity Notes to which it relates, and in such calculation may offset amounts receivable by the County under the Parity Hedge Agreement against interest payable on related Bonds or Parity Notes. Any remaining (*i.e.*, not offset) payment obligations of the County under the Parity Hedge Agreement shall be treated as payments of interest for purposes of computing Debt Service and shall be calculated at the rate provided in such Parity Hedge Agreement the same as if it were an interest rate on Bonds or Parity Notes, and if such rate is variable or otherwise not ascertainable at the time of cancellation, shall be estimated by such financial advisor to the County in the same manner as herein provided for the estimation of Debt Service on Bonds or Parity Notes bearing interest at variable rates or rates not ascertainable at the time of

calculation. If not combined with payments of Debt Service on Bonds or Parity Notes as set forth above, amounts payable and/or receivable by the County under Parity Hedge Agreements shall include only the net amount payable and/or receivable for purposes of computing Debt Service.

“Debt Service Fund” shall mean the County Toll Road Senior Lien Revenue Bond Debt Service Fund established in the Indenture.

“Debt Service Reserve Fund” shall mean the County Toll Road Senior Lien Debt Service Reserve Fund required to be maintained pursuant to the Indenture.

“Debt Service Reserve Fund Participants” shall mean: (i) with respect to Bonds, any series of Bonds designated by the County as “Debt Service Reserve Fund Participants” and secured by a lien on the Debt Service Reserve Fund Participant Account of the Debt Service Reserve Fund, and (ii) with respect to Parity Notes, any Parity Note designated by the County as “Debt Service Reserve Fund Participants” and secured by a lien on the Debt Service Reserve Fund Participant Account of the Debt Service Reserve Fund.

“Debt Service Reserve Fund Participant Account” shall mean the account of such name created within the Debt Service Reserve Fund for the benefit of the holders of Bonds and Parity Obligations that are designated as Debt Service Reserve Fund Participants.

“Debt Service Reserve Fund Non-Participant Account” shall mean one or more accounts of such name created within the Debt Service Reserve Fund created for the benefit of the holders of Bonds that are not designated as Debt Service Reserve Fund Participants.

“Debt Service Reserve Fund Requirement” shall mean the amount established and stipulated in each Supplemental Indenture, which shall not exceed the lesser of (i) the maximum annual debt service on such issue of Bonds or Parity Obligations, (ii) one hundred twenty-five (125%) of the average annual debt service on such issue of Bonds or Parity Obligations or (iii) ten percent of the initial principal amount of such issue of Bonds or Parity Obligations (or sale proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of such issue of Bonds or Parity Obligations). For Debt Service Reserve Fund Participants, the Debt Service Reserve Fund Requirement shall be equal to the amount established in the preceding sentence. For a Series of Bonds or Parity Notes that are not Debt Service Reserve Fund Participants, the amount shall be established in the particular Supplemental Indenture and may be less than the amount defined in the first sentence of this definition.

“Debt Service Reserve Fund Liquidity Facility” shall mean any agreement, however denominated, provided by a qualifying financial institution (as described in the following sentence) which contractually commits to purchase for not less than a stated price any class or amount of Investment Securities held in the Debt Service Reserve Fund at any time such Investment Securities must be liquidated in order to make cash transfers to the Debt Service Fund. A Debt Service Reserve Fund Liquidity Facility may only be entered into with a financial institution which (a) at the time of entering into such agreement either (i) has long term credit ratings in one of the two highest generic rating categories from at least two nationally recognized rating services or (ii) has long term credit ratings in one of the three highest generic rating categories from at least two nationally recognized rating services and agrees to collateralize its obligations under such agreement by lodging with a third party trustee, escrow agent, custodian or other financial third party direct obligations of the United States of America or its agencies with a market value equal to 102% of the difference between the face amount of its obligations under the agreement and the market value of the Investment Securities to which the agreement relates (based on periodic market valuations at least twice per year), and (b) agrees that for any period during the term of the agreement its long term credit rating fails to remain in one of the two highest generic rating categories from at least two nationally recognized rating agencies, it will collateralize its obligations under the agreement in the manner described in clause (a)(ii) above.

“Debt Service Reserve Fund Surety Policy” shall mean any reserve fund surety policy or bond, letter of credit or other instrument, however denominated, provided by a qualifying financial institution as described in the following sentence, pursuant to which the Trustee or Paying Agent may draw on such Debt Service Reserve Fund Surety Policy to enable the Debt Service Reserve Fund to make a required transfer to the Debt Service Fund. Debt Service Reserve Fund Surety Policies may only be acquired from a financial institution with a long-term credit rating in one of the two highest generic rating categories from at least two nationally recognized rating services and having a credit rating or claims paying ability such that the purchase of such surety policy will not cause any rating agency then rating any Bonds or Parity Notes to withdraw or lower its rating.

“Event of Default” shall mean an Event of Default as such term is defined in the Indenture. See the caption “Defaults and Remedies” in APPENDIX D.

“Fiduciary” or “Fiduciaries” shall mean the Trustee, the Paying Agents or any or all of them, as may be appropriate.

“Fiscal Year” shall mean a fiscal year as established by the County which is currently the 12-month period ending the last day of September, but which may be changed from time to time.

“Fund” or “Funds” shall mean any one or more, as the case may be, of the separate special funds created and established or required to be maintained pursuant to the Indenture.

“Generally Accepted Accounting Principles” shall mean such accepted accounting practice as, in the opinion of the Accountant, conforms at the time to a body of generally accepted accounting principles.

“Indenture” shall mean the Master Indenture, as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture, and as the same may be amended or supplemented from time to time by one or more other Supplemental Indentures in accordance with the terms of the Master Indenture.

“Interest Payment Date” shall mean the date on which interest on the Bonds or any Parity Notes is due and payable.

“Investment Security” or “Investment Securities” shall mean and include any securities authorized for investment of County Funds by the laws of the State of Texas, currently the “Texas Public Funds Investment Act,” Chapter 2256, Texas Government Code, as the same may be amended from time to time.

“Junior Lien Obligations” shall mean any bonds, notes, or other obligations secured in whole or in part by a pledge of and lien on Revenues after making all required transfers to the Debt Service Fund and Debt Service Reserve Fund, but prior to the payment of Project Expenses. Junior Lien Obligations are intended to constitute “senior indebtedness” within the meaning of the 2003 Indenture.

“Maintenance Tax Fund” shall mean the Fort Bend County, Texas Toll Road Maintenance Tax Fund required to be maintained by the County pursuant to the Indenture.

“Net Revenues” shall mean, for any Fiscal Year or other period of time, the Revenues less the Operating Expenses.

“Operating Board” shall mean the Fort Bend County Toll Road Authority or any other entity appointed by the County to act as an Operating Board under the provisions of the Indenture.

“Operating Expenses” shall mean only so much of the Project Expenses as shall constitute the County’s expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Project and ordinary acquisition of equipment and any other current expenses or obligations required to be paid by the County under the provisions of the Indenture or by law, all to the extent properly and directly attributable to the operation of the Project, but not any costs or expenses for new construction or any allowance for depreciation.

“Operating Reserve” shall mean, as of any particular time of calculation, an amount of money to be retained in the Revenue Fund pursuant to the Indenture which is equal to two months of Project Expenses as set out in the Annual Budget.

“Outstanding” shall mean as of any date, Bonds or Parity Notes theretofore or thereupon being authenticated and delivered under the Indenture except:

- (A) Bonds or Parity Notes cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;
- (B) Bonds or Parity Notes in lieu of or in substitution for which other Bonds or Parity Notes shall have been authenticated and delivered pursuant to the Indenture;
- (C) Bonds or Parity Notes deemed to have been paid or defeased as provided in the Indenture (or in any Supplemental Indenture) or as provided by law; and
- (D) As otherwise provided in any Supplemental Indenture.

“Owner” shall mean the registered owner of any Bond or the owner of any Parity Obligation, as the case may be.

“Parity Credit Agreement” shall mean any agreement between the County and a third party financial institution pursuant to which such third party financial institution issues a letter of credit, municipal bond insurance policy, line of credit, standby purchase agreement, surety policy, surety bond, or other guarantee for the purpose of enhancing the creditworthiness or liquidity of any of the County’s obligations pursuant to any Bonds, Parity Notes, or Parity Hedge Agreements, and in consideration for which the County may agree to pay certain fees and to reimburse and repay any amounts advanced under such Parity Credit Agreement, together with interest and other stipulated costs and charges.

“Parity Hedge Agreement” shall mean any agreement between the County and a qualifying financial institution (as described in the following sentence) for the purpose of providing an interest rate swap, cap, collar, floor, forward or other hedging mechanism, arrangement or security, however denominated, expressly identified pursuant to its terms as being entered into in connection with and in order to hedge interest rate fluctuations on any portion of any Bonds or Parity Notes. A Parity Hedge Agreement may only be entered into with a financial institution, which (a) for a transaction having a term of less than ten years, has long term credit ratings in one of the three highest generic rating categories by at least two nationally recognized rating services or (b) for a transaction having a term of ten years or longer, has at the time of entering into such transaction long term credit ratings in one of the two highest generic rating categories by at least two nationally recognized rating services; provided, however, that such rating requirement may be satisfied by an affiliated entity of such financial institution or a third party with whom the financial institution and/or the County have a contractual arrangement pursuant to which such affiliated entity or third party provides credit support for the Parity Hedge Agreement.

“Parity Notes” shall mean any note or notes, as the case may be, issued pursuant to a commercial paper program and authenticated and delivered under and pursuant to the Indenture, and secured by the Trust Estate.

“Parity Obligations” shall mean any of the following obligations of the County issued or incurred pursuant to the Indenture:

- (A) Parity Notes;
- (B) Any and all repayment, reimbursement or other obligations arising pursuant to any Parity Credit Agreement; and
- (C) Any and all payment obligations arising pursuant to any Parity Hedge Agreements which may be netted against amounts, if any, due the County pursuant to such Parity Hedge Agreements.

“Paying Agent” shall mean any bank or trust company or national or state banking association designated to make payment of the principal and Redemption Price of and interest on the Bonds or Parity Notes of any Series, and its successor or successors, which may include the Trustee, hereafter appointed in the manner provided in the Indenture and meeting the requirements of the Indenture.

“Person” shall mean any individual, public or private corporation, county, district, authority, municipality, political subdivision or other county or entity of the State or the United States of America, and any incorporated city, town or village, whether operating under general or special law or under its home-rule charter, and any partnership, association, firm, trust, estate, or any other entity whatsoever.

“Principal Installment” shall mean as of any particular date of computation:

- (A) with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Sinking Fund Installments applied in accordance with the Indenture or a Supplemental Indenture plus (ii) the amount of any Sinking Fund Installment payable on said future date for the retirement of any Outstanding Bonds of said Series; and
- (B) with respect to Parity Notes, except to the extent actually paid from the Trust Estate (and not from the proceeds of other Parity Notes or Bonds issued for refunding or refinancing purposes), each Series shall be deemed to have Principal Installments in each of the 30 consecutive Fiscal Years beginning in the Fiscal Year following the depletion of any amounts provided as capitalized interest for such Series of Parity Notes, which Principal Installments shall be in such amounts as shall be calculated by the County’s financial advisor to achieve an approximately equal annual amortization of Debt Service on such Series of Parity Notes over such 30 year period.

“Project” shall mean all of the County’s right, title and interest (whether such interest is fee, easement, leasehold, contractual or otherwise) in and to (i) the Fort Bend Parkway and the Westpark Tollway and (ii) such other project or projects, or interest therein, with which the Project may be pooled pursuant to the Act or other applicable law (each of which shall be a “Pooled Project”). Fort Bend Parkway and the Westpark Tollway shall include without limitation all of the following which are necessary or useful in connection therewith: causeways, bridges, tunnels, turnpikes, highways, or any combination of such facilities, and all overpasses, underpasses, interchanges, entrance plazas, toll houses, service stations, approaches, fixtures, accessories, equipment, and administration, storage and all other buildings, together with all property rights, easements and interests acquired in connection therewith, and any other improvements, extensions, and betterments as may now be permitted by the Act.

“Project Expenses” shall mean the County’s costs and expenses of maintenance, repair, operation, and administration of the Project and shall include without limiting the generality of the foregoing: (i) salaries, supplies, utilities, labor, and rent; (ii) fees and expenses for data processing, policing, insurance, legal, accounting, engineering, the Trustee, Depositories or Paying Agents, letters of credit and credit facilities, consulting and banking services (which may include premiums, costs, and expenses relating to interest rate caps, limits, or guarantees); (iii) Costs of Issuance not paid as a Cost of the Project; and (iv) payments to pension, retirement, health, and hospitalization funds.

“Project Segment” shall mean any addition to, or expansion or improvement of the Project identified as a Project Segment in any Supplemental Indenture.

“Record Date” as used with respect to any Interest Payment Date shall mean the date designated in any Supplemental Indenture with respect to any Series of Bonds as the record date for the payment of interest on such Series or if no Record Date is so designated the 15th day of the month preceding such Interest Payment Date with respect to such Series.

“Redemption Price” shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond, the Indenture, or any Supplemental Indenture.

“Refunding Bonds” or “Refunding Parity Notes” shall mean all Bonds or Parity Notes, whether issued in one or more Series, issued for the purpose of refunding a like or different principal amount of Bonds, Parity Notes, or other Toll Road Bonds, and thereafter authenticated and delivered pursuant to the Indenture or any Supplemental Indenture.

“Register” shall mean the register maintained by the Registrar for each Series of Bonds or Parity Notes which shows ownership of Bonds or Parity Notes in accordance with the Indenture.

“Registrar” shall mean any agent of the Trustee designated to keep a register or registers of the Owners of the Bonds or Parity Notes of any Series as provided in any Supplemental Indenture, and its successor or successors, which may include the Trustee.

“Renewal and Replacement Fund” shall mean the County Toll Road Renewal and Replacement Fund established in the Indenture.

“Repurchase Agreement” shall mean an agreement entered into with a Person pursuant to which the County purchases and such Person agrees to repurchase specified Investment Securities provided that the repurchase price shall not be less than the purchase price.

“Revenue Fund” shall mean the County Toll Road Revenue Fund required to be maintained pursuant to the Indenture.

“Revenues” shall mean all amounts derived from the ownership or operation of the Project which constitute revenues in accordance with Generally Accepted Accounting Principles including any amounts derived from the ownership or operation of any project or projects with which the Project may be pooled, plus any interest income earned on all Funds and Accounts established hereunder and under the 2003 Indenture which is required to be transferred to or maintained in the Revenue Fund , the Debt Service Fund, or the Reserve Fund, but specifically excluding interest income attributable to capitalized interest on the Bonds and Parity Notes.

“Series” shall mean Bonds or Parity Notes identified as a separate series and any Bonds or Parity Notes thereafter authenticated and delivered in lieu of or in substitution for such Bonds or Parity Notes pursuant to the Indenture or any Supplemental Indenture.

“Sinking Fund Installment” shall mean, as of any particular date of calculation and with respect to any Series of Bonds or Parity Notes, the amount of money to be applied as the Redemption Price of Bonds or Parity Notes in any Fiscal Year prior to maturity pursuant to the Supplemental Indenture for such Series, as such Installment shall have been previously reduced by the principal amount of any Bonds or Parity Notes of such Series of the maturity with respect to which such Sinking Fund Installment is payable which are purchased or redeemed by the Trustee in accordance with the provisions of the Indenture or of any Supplemental Indenture, other than a Sinking Fund Installment redemption or purchase.

“State” shall mean the State of Texas.

“Supplemental Indenture” shall mean any Indenture supplemental to or amendatory of the Indenture, adopted by the County in accordance with the Master Indenture.

“Surplus Fund” shall mean the County Toll Road Surplus Fund required to be maintained pursuant to the Indenture.

“Toll Road Bonds” shall mean the Bonds, and any other bonds from time to time hereafter issued for the purpose of providing funds to pay the Cost of the Project, whether pursuant to the Indenture or otherwise.

“Traffic Engineers” shall mean the traffic engineer employed by the County and “Independent Traffic Engineer” shall mean an engineering firm or corporation retained by the County, pursuant to the provisions of the Indenture to carry out the duties imposed by the Indenture on the Traffic Engineer or the Independent Traffic Engineer, respectively.

“Trust Estate” shall mean the Trust Estate as defined in the Indenture.

“Trustee” shall mean a commercial bank or trust company duly organized and existing under the laws of the State of Texas or the United States of America which is authorized under such laws to exercise corporate trust powers, and is subject to examination by federal authority and shall be appointed pursuant to the Indenture, and its successor or successors and any other person which may at any time be substituted in its place pursuant to the Indenture.

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

The Master Indenture contains various covenants and security provisions, certain of which are summarized below or elsewhere in this Official Statement. The following are selected provisions of the Master Indenture. Such provisions are qualified by reference to the other portions of the Indenture referred to elsewhere in this Official Statement, and all references and summaries pertaining to the Master Indenture in this Official Statement are, separately and in whole, qualified by reference to the exact terms of the Master Indenture, a copy of which may be obtained from the County. The provisions of the Master Indenture may be amended or supplemented in accordance with the terms thereof

As used in this APPENDIX D, the term “Bond” or “Bonds” shall have the same meaning given to such term in the Master Indenture. See “APPENDIX C - GLOSSARY OF TERMS.”

Permitted Investments

The Indenture requires that all amounts held in any Fund or Account under the Indenture by either the Trustee or the County must either be (i) continuously and fully secured for the benefit of the County and the Owners of the Bonds by either direct obligations of or obligations guaranteed by the United States of America or secured in the manner required by the laws of the State of Texas for public funds or (ii) invested in Investment Securities so long as they mature not later than such times as will be necessary to provide money when needed for payments to be made from such Funds and Accounts. “Investment Securities” means investments authorized from time to time pursuant to the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code or other applicable laws of the State of Texas, which mature not later than such times as shall be necessary to provide moneys for payments from such Funds or Accounts.

Interest earned or profits realized from investing any amounts in the Construction Fund, and amounts representing capitalized interest in the Debt Service Fund, may be retained in such Funds. Interest earned from investing amounts in any other Fund or Account will be transferred into the Revenue Fund.

Toll Classification

The County is required to classify tolls in a manner that will apply to all traffic in a uniform manner within any reasonable class. No reduced rates will be allowed within any class except through the use of commutation or other tickets or privileges based upon frequency or volume or other method which the Traffic Engineers may recommend will produce the maximum amount of Revenues net of Project Expenses. No free service will be permitted on the Project, except for certain authorized officials and emergency vehicles and vehicles whose passage is determined to be in the public's interest or the interest of the Project.

Annual Budget

After any part of the Project is completed and operational, the County has covenanted in the Indenture to file with the Trustee an Annual Budget for each Fiscal Year that includes the estimated Project Expenses for such Fiscal Year, in addition to the amount required to establish and maintain the Operating Reserve sufficient to pay two months' Project Expenses. The County may, at any time, adopt an amended Annual Budget or Budgets for the remainder of the then current Fiscal Year. Until a new Annual Budget is adopted, the prior Fiscal Year's Annual Budget shall be deemed to be the Annual Budget for that Fiscal Year.

Consulting Engineers Reports on Projects

In the Indenture, the County covenants and agrees that after the Project or any part of it is completed and operational, the County will cause the Consulting Engineers to make an inspection of the Project or part or parts thereof which have been completed from time to time and to submit to the County a report setting forth (i) their findings whether the Project has been maintained in good repair, working order and condition, (ii) their advice and recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes, including their recommendations as to the total amounts and classifications of items and amounts that should be provided for Project Expenses in the Annual Budget for the next ensuing Fiscal Year and (iii) their advice and recommendations as to the insurance to be carried under the provisions of the Indenture. The Indenture provides that copies of such reports are to be filed with the Trustee.

Construction Contracts

In the Indenture, the County covenants and agrees that before entering into any construction contract it will secure the recommendation of the Consulting Engineers and that it will require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of the Project or any part thereof to furnish a performance bond and a payment bond in the full amount of any contract to the extent required by law, and to carry such workmen's compensation or employer's liability insurance as may be required by law. The County further covenants and agrees that the proceeds of any such performance bond and payment bond will forthwith, upon receipt of such proceeds, be deposited in the Construction Fund established pursuant to the Indenture and applied toward the completion of the contract in connection with which such performance bond and payment bond shall have been furnished.

Rules and Regulations; Maintenance of Project

In the Indenture, the County covenants that it will establish and enforce reasonable rules and regulations governing the use of the Project and the operation thereof will be reasonable, that no more persons will be employed by it than are necessary, that it will maintain and operate the Project in an efficient and economical manner, that, from the Revenues of the Project or other moneys legally available therefor, it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project.

Consulting Engineers; Traffic Engineers

In the Indenture, the County covenants that, as long as there are any Bonds, Parity Notes or other Parity Obligations Outstanding, it will employ Consulting Engineers or Traffic Engineers as necessary to comply with the Indenture.

Insurance

In the Indenture, the County covenants that during the construction of the Project or any part thereof it will carry or cause to be carried such builders' risk insurance, if any, as shall be recommended by the Consulting Engineers.

Sale or Encumbrance of Project

In the Indenture, the County covenants that, as long as there are any Bonds and Parity Notes Outstanding, and except as in the Indenture otherwise permitted, it will not sell or otherwise dispose of the Project or any part thereof unless it determines that such sale or other disposal is in the best interest of the Project and not materially adverse to the rights of the Owners of the Bonds, Parity Notes or other Parity Obligations. Such covenant, however, shall not limit the ability of the County to issue Bonds and Parity Notes and incur Parity Obligations, to dispose of surplus property, to enter into contracts with respect to the lease or operation of all or any part of the Project.

Defaults and Remedies

Events of Default. Any of the following events will constitute an "Event of Default" under the Indenture:

- (i) failure to make the due and punctual payment of the principal or Redemption Price of any Bond or Parity Note when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;
- (ii) failure to make the due and punctual payment of any installment of interest on any Bond or Parity Note or the unsatisfied balance of any Sinking Fund Installment therefor (except when such installment is due on the maturity date of such Bond or Parity Note), or any other Parity Obligation when and as such interest installment or Sinking Fund Installment or other Parity Obligation shall become due and payable, and such failure shall continue for a period of 30 days;
- (iii) failure by the County in the performance or observance of any other of the covenants, agreements, or conditions on its part contained in the Indenture or in the Bonds, Parity Notes or other Parity Obligations, and such default shall continue for a period of 60 days after written notice thereof to the County by the Trustee or to the County and to the Trustee by the Owners of not less than 25% in principal amount of the Bonds and Parity Notes Outstanding;
- (iv) if the County: (a) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment, or composition of its debts or for any other relief under the Federal bankruptcy laws or under any other insolvency act or law, State or Federal, now or hereafter existing; (b) takes any action indicating its consent to, approval of, or acquiescence in, any such petition or proceeding; (c) applies for, or consents or acquiesces in the appointment of, a receiver or a trustee of the County or for all or a substantial part of its property; (d) makes an assignment for the benefit of creditors, or (e) is unable, or admits in writing its inability, to pay its debts as they mature; or
- (v) if proceedings have commenced against the County, without its authorization, consent or application, in bankruptcy or seeking reorganization, arrangement, readjustment, or composition of its debts or for any other relief under the Federal bankruptcy laws or under any other insolvency act or law, State or Federal, now or hereafter existing, or seeking the involuntary appointment of a receiver or trustee of the County or for all or a substantial part of its property, and the same continues for 90 days undismissed or undischarged or results in the adjudication of bankruptcy or insolvency.

Notice of Default. The Trustee shall not be required to give notice to the County of any Event of Default, known to exist under the Indenture; provided, however, that upon written request of the Owners of not less than 25% in aggregate principal amount of the Bonds and Parity Notes Outstanding, the Trustee shall give written notice to the County of any default or breach constituting an Event of Default under subparagraph (iii) of the immediately preceding "Events of Default" subcaption.

Actions by Trustee. If an Event of Default occurs and is continuing, then the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of the Bonds and Parity Notes Outstanding, must: (i) by mandamus or other suit, action, or proceeding at law or in equity require the County to perform its covenants, representations, and duties under the Indenture; (ii) bring suit upon the Bonds, Parity Notes and other Parity Obligations; (iii) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Owners of the Bonds, Parity Notes and other Parity Obligations; (iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds, Parity Notes and other Parity Obligations; (v) take over the possession, administration, and management of all Funds and Accounts required to be maintained by the County pursuant to the Indenture; or (vi) take such other steps to protect and enforce its rights and the rights of the Owners of the Bonds, Parity Notes and other Parity Obligations, whether by action, suit, or proceeding in aid of the execution of any power granted in the Indenture or for the enforcement of any other appropriate legal or equitable remedy.

Judicial Proceedings. If an Event of Default occurs and is continuing, then the Trustee may, and upon the request of the Owners of not less than 25% in aggregate principal amount of the Bonds and Parity Notes Outstanding, and upon being indemnified to its satisfaction, will, proceed by suit or suits, at law or in equity, or by any other appropriate legal or equitable remedy, to enforce payment of the principal of, premium, if any, and interest on the Bonds and Parity Notes and amounts due on the Parity Obligations under a judgment or decree of a court or courts of competent jurisdiction or by the enforcement of any other appropriate legal or equitable remedy, as the Trustee deems most effectual to protect and enforce any of its rights or the rights of the Owners of Bonds, Parity Notes and other Parity Obligations under the Indenture.

Application of Proceeds. The proceeds received by the Trustee pursuant to the exercise of any right or remedy under the Indenture shall, together with all securities and other moneys which may then be held by the Trustee as a part of the Trust Estate, be applied in order, as follows:

- (i) to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee;
- (ii) to the payment of the interest and principal or Redemption Price and any other amounts then due on the Bonds, Parity Notes and other Parity Obligations, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment therefor ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds and Parity Notes and other unpaid amounts owing under any other Parity Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amount available shall not be sufficient to pay in full all such amounts due on any date, then to the payment thereof ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference; and

- (iii) to the payment of the amounts required for reasonable and necessary Project Expenses allocable to the Bonds, Parity Notes and other Parity Obligations, the Indenture or the Project.

Remedies Not Exclusive. No remedy conferred upon or reserved to the Trustee in the Indenture is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or under the Bonds, Parity Notes, and other Parity Obligations, or now or hereafter existing at law or in equity or by statute.

Limitation on Suits. All rights of action in respect of the Indenture shall be exercised only by the Trustee, and no Owner of any Bond, Parity Note, or other Parity Obligation issued under the Indenture shall have any right to institute any suit, action or proceeding at law or in equity for the appointment of a receiver or for any other remedy under the Indenture, unless and until the Trustee shall have received a written request of the Owners of not less than 25% in aggregate principal amount of the Bonds and Parity Notes Outstanding and shall have been furnished reasonable indemnity and shall have refused or neglected for 60 days thereafter to institute such suit, action or proceedings and no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Owners of a majority in principal amount of the Bonds and Parity Notes Outstanding. The making of such request and the furnishing of such indemnity shall in each and every case be conditions precedent to the execution and enforcement by any Owner of any Bond, Parity Notes, or other Parity Obligations of the powers and remedies given to the Trustee under the Indenture and to the institution and maintenance by any such Owner of any action or cause of action for the appointment of a receiver or for any other remedy under the Indenture, but the Trustee may, in its discretion, and when thereunto duly requested in writing by the Owners of not less than 25% in aggregate principal amount of the Bonds and Parity Notes Outstanding and when furnished indemnity satisfactory to protect it against expenses, charges and liability shall, forthwith, take such appropriate action by judicial proceedings or otherwise in respect of any existing default on the part of the County as the Trustee may deem expedient in the interest of the Owners of the Bonds, Parity Notes and other Parity Obligations.

Nothing contained in the Indenture, however, shall affect or impair the right of any Owner, which shall be absolute and unconditional, to enforce the payment of the principal of, premium, if any, and interest on the Bonds and Parity Notes and amounts due on other Parity Obligations of such Owner, but only out of the moneys for such payment as provided in the Indenture, or the obligation of the County, which shall also be absolute and unconditional, to make payment of the principal

of, premium, if any, and interest on the Bonds and Parity Notes and amounts due on other Parity Obligations issued under the Indenture, but only out of the funds provided in the Indenture for such payment, to the respective Owners thereof at the time and place stated in said Bonds, Parity Notes and other Parity Obligations.

Rights of Owners to Direct Proceedings. Notwithstanding any provision of the Indenture to the contrary, the Owner or Owners of more than 50% in aggregate principal amount of the Bonds and Parity Notes Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the pursuit or exercise of any remedy available to the Trustee or any trust or power conferred on the Trustee or any other proceedings under the Indenture; provided, however, that the Trustee shall have been satisfactorily indemnified and that such direction shall not be contrary to law or the provisions of the Indenture, and the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the Owner of the Bonds, Parity Notes and other Parity Obligations not consenting.

Notice to Owners of Default. The Trustee or Paying Agent on behalf of the Trustee shall promptly mail to registered Owners of Bonds, Parity Notes and other Parity Obligations written notice of the occurrence of any Event of Default of which it has notice pursuant to the Indenture.

The Indenture contains additional provisions that are not summarized in this APPENDIX D with respect to certain other matters relative to Events of Default and the exercise of remedies with respect thereto.

Defeasance

Any Bonds will, prior to the maturity or redemption date therefor, be deemed to have been paid and to be no longer Outstanding under the provisions of the Indenture if (i) in case of any Bond to be redeemed on any date prior to maturity, the County has given to the Trustee or a Paying Agent irrevocable instructions to give notice of redemption on such Bonds, (ii) there has been deposited with the Trustee or a Paying Agent either money in an amount sufficient, or certain Investment Securities the principal and interest on which, without further investment, will be sufficient, together with money, if any, deposited therewith, to pay when due the principal, redemption price, if applicable, and interest due and becoming due on such Bond on and prior to redemption or maturity date, as the case may be, and (iii) in the event Bonds are not to be redeemed within the next succeeding 60 days, the County will have given the Trustee or a Paying Agent irrevocable instructions to publish at least twice, at an interval of not less than seven days, in the Authorized Newspapers a notice to the Owners of the Bonds to be redeemed, and to mail notices to such Owners that such deposit has been made and that the Bonds are deemed to have been paid and stating the maturity or redemption date upon which such money will be made available for the payment of the principal or redemption price, if applicable, and interest on such Bonds. For purposes of clause (ii) above, Investment Securities shall mean and include only direct obligations of (or obligations the principal of and interest on which is unconditionally guaranteed by) the United States of America, and such securities shall not be subject to redemption prior to their maturity.

Amendments

The County may adopt a Supplemental Indenture without consent of the Owners for any of the following purposes: (i) to authorize the issuance of Bonds, Parity Notes and other Parity Obligations; (ii) to provide additional limitations and restrictions on the issuance of Bonds, Parity Notes and other Parity Obligations or the issuance of other evidences of indebtedness; (iii) to add other covenants and agreements to be observed by the County not inconsistent with the Indenture; (iv) to add other limitations and restrictions to be observed by the County of the Trust Estate which are not inconsistent with the Indenture; (v) to confirm any pledge under the Indenture of the Trust Estate; (vi) to modify any of the provisions of the Indenture provided that such modification will be effective *only* after all Outstanding Bonds, Parity Notes and other Parity Obligations at the date of adoption will cease to be Outstanding; (vii) to modify, amend, or supplement the Indenture to permit the qualification under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state Blue Sky Law; (viii) to surrender any right, power, or privilege reserved to or conferred upon the County by the Indenture, provided that such surrender is not inconsistent with the covenants and agreements of the County contained in the Indenture; (ix) to pool the Project with one or more other projects as permitted by the Act; (x) to increase the Debt Service Reserve Fund Requirement or to provide for Debt Service Fund Surety Policies; (xi) to establish or increase the required balance to be accumulated or maintained in the Renewal and Replacement Fund; (xii) to alter the Indenture to comply with the requirements of a nationally recognized rating agency in order to maintain a rating on the Bonds or Parity Notes in a high-quality, short-term or commercial paper rating category or long-term debt rating category of such rating agency; (xiii) to increase the interest rate or rates on the Bonds or Parity Notes of any series; and (xiv) to designate Paying Agents, Authenticating Agents, Registrars, and other agents for Bonds of any series.

The Indenture also may be amended without the consent of the Owners with the written consent of the Trustee: (i) to cure any ambiguity, supply any omission, or cure any defect or inconsistent provision in the Indenture; (ii) to insert such provisions clarifying matters as are necessary or desirable and are not inconsistent with the Indenture; (iii) to provide for additional duties of the Trustee in connection with the Trust Estate or the Project; or (iv) to modify any of the provisions of the Indenture, provided that such action shall not adversely affect the interest of the Owners of Outstanding Bonds, Parity Notes or other Parity Obligations.

Any other amendment of the Indenture may be made with the written consent given by the Owners as provided in the Indenture (i) of the Owners of at least two-thirds in principal amount of the Bonds and Parity Notes Outstanding at the time such consent is given, and (ii) in case less than all of the several series of Bonds and Parity Notes Outstanding are affected by the amendment, of the Owners of at least two-thirds in principal amount of the Bonds and Parity Notes of each

series so affected and Outstanding at the time such consent is given, and (iii) in case the amendment changes the terms of any Sinking Fund Installment, of the Owners of at least two-thirds in principal amount of the Bonds or Parity Notes of the particular series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; provided, however, that if such amendment will, by its terms, not take effect as long as any Bonds or Parity Notes of any specified like series and maturity remain Outstanding, the consent of the Owners of such Bonds and Parity Notes will not be required. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond, Parity Note, or other Parity Obligation or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, Parity Note, or other Parity Obligation, or shall reduce the percentages or otherwise affect the classes of Bonds or Parity Notes of which the consent of the Owners is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. A series shall be deemed to be affected by a modification or amendment of the Indenture if the same materially adversely affects or diminishes the rights of the Owners of Bonds or Parity Notes of such series. The Trustee may in its discretion determine whether or not (and may rely on Counsel's Opinion to make such discretionary determination), in accordance with the foregoing powers of amendment.

The terms and provisions of the Indenture and the rights and obligations of the County and of the Owners of the Bonds, Parity Notes, or other Parity Obligations thereunder may be modified or amended in any respect upon the adoption and filing by the County of a Supplemental Indenture and the consent of the Owners of all the Bonds, Parity Notes, or other Parity Obligations Outstanding or, in the case of a Supplemental Indenture, the Owners of all Bonds, Parity Notes, and other Parity Obligations issued or incurred pursuant to such Supplemental Indenture; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee or other Fiduciaries without the written assent thereto of the Trustee or other Fiduciaries in addition to the consent of the Owners.

The terms and provisions of the Indenture and the rights and obligations of the County and the Owners thereunder may be modified or amended with respect to a particular series upon the adoption and filing by the County of a Supplemental Indenture and the consent of the Owners of all Bonds or Parity Notes of the particular series, such consent to be given by written notice to the Trustee, and no notice to Owners by mailing or publication shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the written assent thereto of the Trustee in addition to the consent of the Owners.

APPENDIX E

FORM OF CO-BOND COUNSEL'S OPINION AND TAX COUNSEL'S OPINION