

**FIRST AMENDMENT TO THE AGREEMENT AMONG
FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND
FORT BEND COUNTY, TEXAS AND FORT BEND COUNTY DRAINAGE DISTRICT**

THIS FIRST AMENDMENT (this "First Amendment"), is made as of September 14, 2010, by and among Fort Bend Flood Control Water Supply Corporation (the "Corporation"), a Texas nonprofit corporation, and Fort Bend County, Texas (the "County"), a body politic and corporate and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Fort Bend County, Texas, and the Fort Bend County Drainage District (the "District"), a conservation and reclamation district, a governmental agency and body politic and corporate, and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Fort Bend County, Texas.

WITNESSETH:

WHEREAS, the Corporation, the County, and the District have previously entered into that certain Agreement Relating to Fort Bend Flood Control Water Supply Corporation \$11,750,000 Revenue Bonds, Series 2001 dated as of July 3, 2001 (the "Agreement"); and

WHEREAS, the Corporation previously issued its \$11,650,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 2001 (the "Series 2001 Bonds"), pursuant to the Agreement for the purpose of financing the acquisition, construction, and maintenance of certain flood control and drainage works and improvements necessary to drain land within the County (the "Project"); and

WHEREAS, the Corporation now desires to (i) refund its Series 2001 Bonds (the "Refunded Bonds") by authorizing the issuance of its Fort Bend Flood Control Water

Supply Corporation Revenue Refunding Bonds, Series 2010 (the "Series 2010 Bonds"), (ii) amend the Agreement to provide, pursuant to Chapter 67, Texas Water Code, as amended, for the payment of the principal of and premium, if any, and interest on the Series 2010 Bonds with revenues derived from the sale to the County of the Project and the providing of services to the District pursuant to the terms and provisions of the Agreement as amended herein, and (iii) take and authorize certain other actions in connection with the foregoing; and

WHEREAS, the County and the District are agreeable to amend the Agreement to allow the Corporation issue the Series 2010 Bonds and provide for the payment of principal of and premium, if any, and interest thereon;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants, and agreements set forth below, the Corporation, the County, and the District agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. The following words and terms shall have the meanings assigned to them below whenever they are used in this First Amendment, unless the context clearly requires otherwise. All terms used in the Agreement or this First Amendment, which are defined in the Resolution (as defined below), shall have the same meanings in the Agreement or the First Amendment.

"Owner" or "Owners" shall mean the Owner of the Series 2001 Bonds or the Series 2010 Bonds.

"Resolution" means the Resolution adopted by the Board of Directors of the Corporation on September 14, 2010, authorizing the issuance of the Series 2010 Bonds.

ARTICLE II

PROVISIONS

Section 2.01. The Series 2010 Bonds. The Corporation, at the request of the County, hereby agrees to issue the Series 2010 Bonds. In connection with the issuance of the Series 2010 Bonds, the Corporation, the County, and the District hereby agree as follows:

- a. All references to the "Series 2001 Bonds" in the Agreement shall hereafter be interpreted to apply equally and ratably to the Series 2001 Bonds and the Series 2010 Bonds issued by the Corporation in connection with the Project at the request of the County; and
- b. All provisions of the Agreement and this First Amendment shall be deemed to benefit equally and ratably the Owners of the Series 2001 Bonds and the Series 2010 Bonds, including, without limitation, the County's obligation pursuant to Section 4.01 of the Agreement.

Section 2.02. Continuing Disclosure of Information. The Corporation has agreed in the final Official Statement and in the Resolution to annually update certain financial information and operating data (the "Information") for as long as the Series 2010 Bonds are outstanding in compliance with 17 C.F.R. 240.15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission. The County hereby agrees to provide to the Corporation any Information necessary to comply with the Rule, as determined and requested by the Corporation, at least 30 days before the date by which the Corporation is required by the Rule to provide the Information. The Corporation agrees to

provide the County notice of the need for any Information necessary to comply with the Rule at least 30 days prior to the date the Information is due from the County. The County, as an Obligated Person under the Rule, hereby designates the Corporation as its designated agent under the Rule, and the Corporation hereby agrees to provide all Information to the appropriate repositories as required by the Rule.

ARTICLE III

MISCELLANEOUS

Section 3.01. Severability. The provisions of this First Amendment are severable, and if any provision or part of this First Amendment shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this First Amendment and the application of such provision or part of this First Amendment to other persons or circumstances shall not be affected thereby.

Section 3.03. Agreement in Effect. All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect.

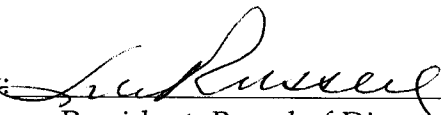
Section 3.04. Merger. This First Amendment, together with the Agreement, embodies the entire agreement among the parties relative to the subject matter hereof and thereof.

Section 3.05. Conflict. If any provision of this First Amendment conflicts with or is modified by any provision in the Agreement, the terms of this First Amendment shall control.

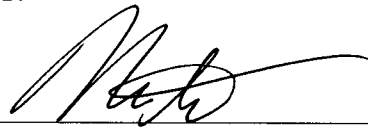
[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

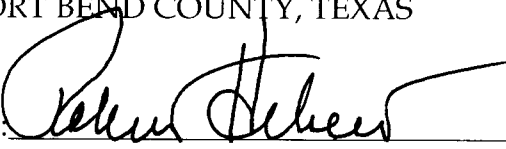
FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION

By: 
President, Board of Directors

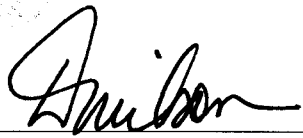
ATTEST:

By: 
Secretary/Treasurer

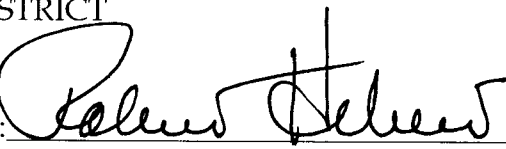
FORT BEND COUNTY, TEXAS

By: 
Robert Hebert, County Judge
9-14-10

ATTEST:

By: 
Dianne Wilson, County Clerk

FORT BEND COUNTY DRAINAGE
DISTRICT

By: 
Robert Hebert, County Judge
9-14-10

ATTEST:

By: 
Dianne Wilson, County Clerk