

ORDER AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE BONDS, SERIES 2012; APPROVING A FIRST SUPPLEMENT TO THE TOLL ROAD SENIOR LIEN REVENUE BOND TRUST INDENTURE, A BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE ISSUANCE, SALE, AND DELIVERY OF THE SERIES 2012 BONDS; AUTHORIZING AND RATIFYING OTHER ACTIONS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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 or in the county and outside the county;
- (2) issue tax bonds, revenue bonds or combination tax and revenue bonds, to pay the cost of the construction, acquisition, or improvements of a project; or
- (3) impose tolls or charges as otherwise authorized by the Act;

WHEREAS, the Act defines a "Project" as:

a causeway, bridge, tunnel, turnpike, highway, or any combination of those facilities, including:

- (A) a necessary overpass, underpass, interchange, entrance plaza, tollhouse, service station, approach, fixture, and accessory and necessary equipment;
- (B) necessary administration, storage, and other buildings; and
- (C) all property rights, easements, and related interests acquired.

8-16-12 copy received

WHEREAS, the Act provides:

If bonds under this chapter 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 expense 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) establishing an adequate fund for project depreciation and replacement.

WHEREAS, the County has previously issued its Unlimited Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2003 (the "Series 2003 Bonds") pursuant to the Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of April 1, 2003 (the "2003 Indenture"), and the First Supplemental Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated April 1, 2003 (the "First Supplemental Indenture") between the County and Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank Texas, N.A. acting in its corporate trust capacity (the "Trustee"), and its Unlimited Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2012 (the "Series 2012 Bonds") pursuant to the 2003 Indenture, and the Second Supplemental Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated May 1, 2004 between the County and the Trustee;

WHEREAS, the County has determined to issue its \$30,775,000 Senior Lien Toll Road Revenue Bonds, Series 2012 (the "Series 2012 Bonds") 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 Bonds Trust Indenture dated May 15, 2012 (the "First Supplemental Indenture") (collectively, the "Senior Lien Indenture") between the County and the Trustee;

WHEREAS, the County has further determined to enter into a Bond Purchase Agreement, as of the date hereof (the "Bond Purchase Agreement"), related to the Series 2012 Bonds with RBC Capital Markets, LLC, as Senior Manager for a Syndicate of underwriters (the "Underwriters"), setting forth certain terms and conditions upon which the Underwriters will purchase the Series 2012 Bonds from the County and the County will sell the Series 2012 Bonds to the Underwriters;

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 2012 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 2012 Bonds;

WHEREAS, the Commissioners Court of the County desires to levy ad valorem taxes within the limits prescribed by law, to pay the operation costs of the Project, if necessary;

WHEREAS, the Commissioners Court of the County desires to ratify certain other actions heretofore taken with respect to the Series 2012 Bonds and the Project, as defined in the Senior Lien Indenture;

WHEREAS, the Commissioners Court of the County has examined the Senior Lien 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 2012 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 THAT:

ARTICLE I

THE SERIES 2012 BONDS

Section 1.1. Sale, Execution, and Delivery of the Series 2012 Bonds. That the issuance of the Series 2012 Bonds is hereby authorized, under and in accordance with the Indenture and the First Supplemental Indenture, and that, upon execution and delivery of the First Supplemental Indenture, the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Series 2012 Bonds and to deliver the Series 2012 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 2012 Bonds to the Underwriters pursuant to the Bond Purchase Agreement.

Section 1.2. Approval, Execution, and Delivery of Indenture. That the Indenture and First Supplemental Indenture attached as Exhibit "A" are hereby approved and the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Indenture and the First Supplemental Indenture, and

to deliver the Indenture and First Supplemental Indenture to the Trustee and the Underwriters.

Section 1.3. Approval, Execution, and Delivery of the Bond Purchase Agreement. That the sale of the Series 2012 Bonds to the Underwriters is hereby approved and the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Bond Purchase Agreement and to deliver the Bond Purchase Agreement to the Underwriters in substantially the form attached as Exhibit "B."

Section 1.4. 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 Securities and Exchange Commission, except for the omission of no more than the information permitted by subparagraph (b)(1) of 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, 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 1.5. 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 Standard & Poor's Ratings Group, is hereby ratified and confirmed.

Section 1.6. Purchase of Bond Insurance. The purchase of a bond insurance policy from Financial Guaranty Insurance Company (the "Bond Insurer") to insure the Series 2012 Bonds is hereby determined to be in the best interests of the County. The County Judge and the officers of the County are hereby authorized to accept and execute commitments for such bond insurance policy tendered to the County by the Bond Insurer.

ARTICLE II

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 Senior Lien Indenture, and the proceeds from all taxes levied, assessed and collected for and on account of the Series 2012 Bonds shall be credited to the Tax Fund. While the Series 2012 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 Senior Lien Indenture, for which there are insufficient available Revenues, as defined in the Senior Lien 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 interest and provide for the aforesaid principal payments, the County may consider the availability of other funds available for such purpose as provided in the Senior Lien Indenture.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1. 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 2012 Bonds are hereby ratified and confirmed.

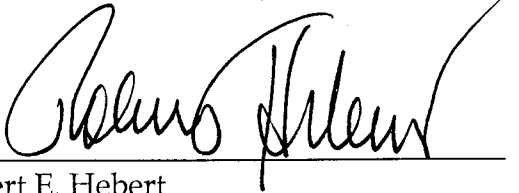
Section 3.2. Authorization for Certain Other Actions. That the above named County officials are hereby authorized to take such other actions as may be necessary to meet with bond rating agencies, bond insurers and prospective bond purchasers so as to achieve the most favorable terms for the sale of the Series 2012 Bonds and to attend the closing for the Series 2012 Bonds, and to incur expenses for travel, meals, and lodging in connection therewith.

Section 3.3. 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

Court House located at a place convenient to the public; that such place was readily accessible to the general public at all times from the time of such posting until the convening of such meeting, that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof was discussed, considered and formally acted upon, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

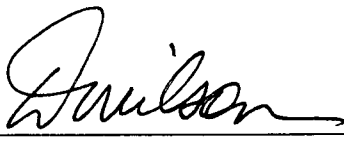
ADOPTED, PASSED, and APPROVED this 24th day of April, 2012.

FORT BEND COUNTY, TEXAS

By: 

Robert E. Hebert
County Judge
Fort Bend County, Texas

ATTEST:

By: 

Dianne Wilson,
County Clerk and Ex Officio
Clerk of the Commissioners Court
Fort Bend County, Texas

(SEAL)

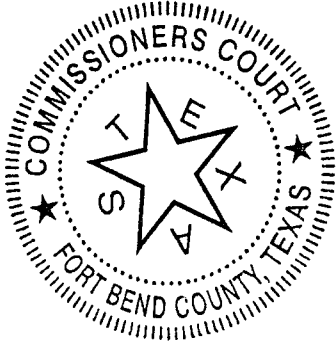


EXHIBIT A

INDENTURE AND
FIRST SUPPLEMENTAL INDENTURE

EXHIBIT B

BOND PURCHASE AGREEMENT

\$30,775,000
FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE BONDS,
SERIES 2012

BOND PURCHASE AGREEMENT

April 24, 2012

Fort Bend County, Texas
301 Jackson Street
Richmond, TX 77469

Ladies and Gentlemen:

RBC Capital Markets, LLC, acting on behalf of ourselves and the other underwriters named in Exhibit A hereto (the “*Underwriters*”), offers to enter into this Bond Purchase Agreement with Fort Bend County, Texas (the “*Issuer*”), to purchase the above stated aggregate principal amount of Issuer’s Senior Lien Toll Road Revenue Bonds, Series 2012 (the “*Bonds*”), to be issued under and pursuant to an Order adopted by the Commissioners Court of Fort Bend County (the “*Governing Body*”) authorizing the issuance of the Bonds on May 23, 2012 (the “*Bond Order*”) and under a Toll Road Senior Lien Revenue Bond Trust Indenture, dated as of May 15, 2012, and a First Supplemental Indenture, dated as of May 15, 2012 (collectively, the “*Indenture*”), between the Issuer and Wells Fargo Bank, N.A., as Trustee (the “*Trustee*”). Pursuant to the Bond Order and the Indenture, the Issuer shall authorize the proceeds of the Bonds to be used for the following purposes: (i) to finance the design, construction, equipment and other miscellaneous costs, including right-of-way costs, and environmental and engineering costs, of an approximately two-mile extension of the Fort Bend Parkway, (ii) to finance a portion of the preliminary design and land acquisition for additional toll road facilities, and (iii) to pay the costs associated with the issuance of the Bonds.

1. Terms of Offer. This offer is made on the condition that the Issuer accept it at or before 10:00 p.m., Houston time, on the above date. If the Issuer accepts this offer by that time, this Bond Purchase Agreement will become legally binding upon the Issuer and the Underwriter; otherwise it will expire at that time.

2. Purchase and Sale of Bonds. On the terms and conditions and in reliance on the representations, warranties, and covenants of the Issuer described below, the Underwriters will purchase from the Issuer, and the Issuer will sell to the Underwriters, all (but not less than all) of the Bonds for an aggregate purchase price equal to \$30,253,799.30 (the principal amount of the Bonds of \$30,775,000.00, less an Underwriter’s discount of \$194,822.50, and less a net discount of \$326,378.20), plus accrued interest from the Dated Date to the date of Closing. The Bonds will mature, bear interest, and have the other terms (and be secured) as described in the

Preliminary Official Statement of the Issuer dated April 18, 2012, relating to the Bonds (the “*Preliminary Official Statement*”), modified or completed to reflect the terms of the Bonds as presented to the Underwriters on this date.

Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Issuer and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriters are acting solely in their capacity as underwriters for their own accounts, (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriters have been duly authorized to execute this Agreement and to act hereunder.

3. Public Offering. The Underwriters will make a bona fide initial public offering of all of the Bonds at public offering prices which do not exceed (or at public offering yields which are not less than) those set forth on the inside cover page of the final Official Statement described below. The Underwriters may change such offering prices (or yields) in its discretion without notice to the Issuer. The Underwriters also may offer the Bonds to dealers (including dealers depositing the Bonds into unit trusts) and others at prices lower than such initial public offering prices (or at yields higher than such initial public offering yields). The Underwriters agree to execute and deliver to the Issuer, at or before Closing, a certificate relating to the “issue price” of the Bonds in such form as may be reasonably acceptable to the Issuer.

The Underwriters or their affiliates may from time to time, in their individual capacities and separate and apart from the transactions contemplated hereby and the compensation provided for herein, sell securities to, provide derivative products to, engage in swaps with, and enter into other transactions with, the Issuer or agents acting in its behalf and shall be entitled to retain any compensation or profits inuring to the Underwriters or their affiliates in connection therewith.

4. Offering Documents. The Issuer previously has delivered copies of the Preliminary Official Statement in electronic format to the Underwriters for their use in determining interest in the Bonds. The Issuer ratifies and approves the Preliminary Official Statement and its use by the Underwriters for that purpose before the Official Statement described below becomes available. The Issuer confirms that it has not prepared any official statement for dissemination to potential customers prior to the availability of such Official Statement, except the Preliminary Official Statement. The Preliminary Official Statement was deemed final by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the “*Rule*”), except possibly for the omission of items specified by paragraph (b)(1) of the Rule. 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 as the Underwriters deem necessary to satisfy the obligations of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement. The Issuer represents that the Governing Body of the Issuer has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and the sale of the Bonds. 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 the light of the circumstances under which they were made, not misleading.

(a) Delivery of Official Statement. Not more than seven business days after the time the Issuer accepts this offer, the Issuer will deliver copies of a final Official Statement related to the Bonds, approved by the Governing Body or one or more duly authorized officers thereof, to the Underwriters in sufficient number to permit the Underwriters to comply with the requirements of the Rule. Such Official Statement will be dated the date of this Bond Purchase Agreement, when delivered to the Underwriters will be complete within the meaning of the Rule, and will be substantially in the form of the most recent markup of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such Official Statement, including the cover page thereto, all exhibits, 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*”.

(b) Amendments and Supplements to Official Statement. From the date of this Bond Purchase Agreement to the 30th day (or such other day, not later than the 90th day, that may be specified by the Underwriters at the Closing referred to herein) following the date of such Closing, the Issuer will notify the Underwriters whenever, in the judgment of the Issuer, the Official Statement should be amended or supplemented in order for the Official Statement not to contain any untrue statement of a material fact and not to omit to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances in which they are made, not misleading. The Issuer will amend or supplement the Official Statement at the expense of the Issuer and in a manner satisfactory to the Underwriters, when in the reasonable judgment of the Issuer or the Underwriters such amendment or supplementation is required.

(c) Filing Official Statement. The Underwriters agrees to file the Official Statement with the Municipal Securities Rule Board (“*MSRB*”).

(d) Use of Official Statement. The Underwriters, all members of any selling group which may be formed in connection with the distribution of the Bonds, and all dealers to whom any of the Bonds may be sold by the Underwriters, or by members of any selling group may use the Official Statement and the information contained therein, including any amendments or supplements thereto, in connection with the offering and sale of the Bonds.

(e) Continuing Disclosure. The Issuer will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with the Rule,

as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE INFORMATION.” The Underwriters’ obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriters or their agent of a certified copy of the Bond Order containing the provisions described under such heading.

(f) Substantive Requirements for Official Statement. To the best knowledge and belief of the Issuer, the Preliminary 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. The Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

5. Representations and Warranties of Issuer. The Issuer represents and warrants to the Underwriters that:

(a) Due Organization: The Issuer is a body politic and corporate and a political subdivision of the State of Texas duly created, organized, and existing under the Constitution and laws of the State of Texas.

(b) Due Authority and Authorization: The Issuer has requisite legal right, power, and authority (i) to adopt the Bond Order and enter into the Indenture, (ii) to enter into this Bond Purchase Agreement; (iii) to approve and deliver the Official Statement and to authorize its distribution by the Underwriter, (iv) to issue, sell and deliver the Bonds to the Underwriters as provided herein, and (v) to carry out and consummate all other transactions and perform all other obligations on its part contemplated by each of such documents; has duly authorized all such action on its part; and has complied or, at or before the Closing, will comply with all provisions of applicable law relating to such actions.

(c) Valid Obligations: The Bond Order has been duly adopted by the Governing Body; as of the Closing, the Bond Order will be in full force and effect and constitute a legal and valid act of the Issuer; as of the Closing, the Indenture will constitute a legal, valid, and binding obligation of the Issuer; this Bond Purchase Agreement has been duly executed and delivered by the Issuer and constitutes a legal, valid, and binding obligation of the Issuer enforceable against the Issuer in accordance with their terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors’ rights generally and general principles of equity), assuming due authorization, execution, and delivery thereof by the other parties thereto; and when delivered to and paid for by the Underwriters at the Closing the Bonds will have been duly approved by the Attorney General of Texas, registered by the Comptroller of Public Accounts of the State of Texas, and duly executed and delivered by the Issuer and will constitute legal, valid, and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms.

(d) No Other Approvals Required: Except for approval of the Bonds by the Attorney General of Texas and registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, all approvals, permits, consents, licenses and authorizations of, registrations or filings with, and notices to any government authority which are required for the Issuer’s due execution, delivery, and performance of its obligations under the Bonds and this

Bond Purchase Agreement have been made or obtained. The Issuer makes no representation or warranty as to any state securities or Blue Sky law except that the Issuer will cooperate with the Underwriters at the Underwriters' written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary

(e) Non-Contravention: Neither the adoption of the Bond Order nor the execution, delivery, and performance by the Issuer of its obligations under this Bond Purchase Agreement, the Bond Order, the Indenture, or the Bonds will conflict with or constitute a breach of or default under any existing constitution, law, governmental regulation, judicial or administrative decree or resolution, or indenture, agreement, or other instrument to which the Issuer is a party or by which it or its properties are bound.

(f) Not In Default: To the best knowledge of the Issuer, it is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable 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, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both would constitute a default or event of default by the Issuer under any such instrument, and the Issuer has never defaulted in the payment of any bond, note, or other obligation of the Issuer.

(g) Will Not Cause Default: The adoption and authorization of the Bond Order and the authorization, execution, and delivery of this Bond Purchase Agreement, the Indenture, and the Bonds, and compliance with the provisions hereof and thereof, will not conflict with, nor constitute a breach of or default, which in any material respect would adversely affect the validity or marketability of the Bonds, under any law, administrative regulation, consent, decree, order, resolution, indenture, mortgage, commitment, note, or any agreement or other instrument to which the Issuer was or is subject, as the case may be, nor will such adoption, execution, delivery, authorization, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer, or under the terms of any law, administrative regulation, order, resolution, or instrument, except as expressly provided by the Bond Order or the Indenture, which in any material respect would adversely affect the validity or marketability of the Bonds.

(h) No Litigation: Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best knowledge of the Issuer, threatened, which in any way questions the powers of the Issuer referred to in subparagraph (b) above, or the validity of any proceeding taken by the Issuer in connection with the issuances of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or any other document or instrument required or contemplated by this financing, or which, in any way, could adversely affect the validity or enforceability of the Bond Order, the Indenture, the Bonds, or this Bond Purchase Agreement, or to the best knowledge of the Issuer, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal

income tax purposes or in any other way questions the status of the Bonds under federal or state tax laws or regulations.

(i) Accuracy of Official Statement: Insofar as information in the Official Statement about the Issuer and its obligations, condition, results of operation, prospects, and other affairs are concerned, 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 are made, not misleading, and, as to all other information therein, the Issuer has no reason to believe that the Official Statement contains any such untrue statement.

(j) Financial Statements. The financial statements of and other financial information regarding the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or conditions, financial or otherwise, of the Issuer.

(k) Use of Proceeds: The Issuer will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Order and the Indenture, or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(l) No Material Changes: Between the date of this Bond Purchase Agreement and the Closing, the Issuer will not, without the prior written consent of the Underwriter, issue any bond or note or incur any other obligation for borrowed money which is or may be payable from, or does or may constitute a charge on, the revenues pledged in the Bond Order, and from the respective dates as of which information is given in the Official Statement to the Closing the Issuer has not incurred and will not incur any material liabilities, except as described in the Official Statement or in the ordinary course of business.

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

(n) Officers' Certificates: Any certificate signed by any officer of the Governing Body and delivered to the Underwriters shall be deemed a representation and warranty by the Issuer to the Underwriters as to the truth of the statements therein contained.

6. Closing.

(a) Time and Place. The Issuer will deliver the Bonds to the Underwriters, and the Underwriters will pay for the Bonds, at or about 10:00 a.m., Houston, Texas, time, on May 23, 2012. Such actions are herein referred to as the "*Closing*." The Closing will occur through the Depository Trust Company, or at such other location as may be agreed to by both the Issuer and the Underwriters.

(b) Delivery of Bonds. At the Closing, the Issuer will deliver at least one duly executed initial Bond, which may be a single Bond for all maturities or a separate Bond for each maturity, in either typed or printed form, payable to Cede & Co., and bearing a registration certificate manually signed by an authorized representative of the Comptroller of Public Accounts of the State of Texas. The Issuer will cause the Trustee to exchange such initial Bonds at Closing for definitive Bonds, duly authenticated by the Trustee and bearing CUSIP numbers, immediately upon payment for and surrender for exchange of such initial Bonds by the Underwriters, through the Book-entry only system of the Depository Trust Company.

(c) Payment of Purchase Price. The Underwriters will pay the purchase price for the Bonds by wire transfer of immediately available funds to the Trustee to the account of the Issuer.

(d) Time of Essence. Time is of the essence in the performance of this Bond Purchase Agreement. Tender of the initial Bonds (and the definitive Bonds, if timely requested) at the time and place specified in this Bond Purchase Agreement is a condition to the Underwriters' obligations hereunder. If the Issuer is unable to perform its obligations hereunder at such time and place, the Underwriters may, at their option, either extend the time or change the place of performance or terminate their obligations hereunder.

7. Conditions to Closing.

(a) General Conditions. The obligations of the Underwriters hereunder are subject to the conditions precedent that (i) the Issuer will have performed all of its obligations to be performed under this Bond Purchase Agreement at or before the Closing and (ii) the representations and warranties of the Issuer herein are accurate in all material respects as if made again as of the Closing.

(b) Delivery of Documents. The obligations of the Underwriters hereunder are subject to the further condition precedent that the Underwriters will have received at or before the Closing a duly executed copy or counterpart of each of the following documents in form and substance acceptable to the Underwriters:

(i) Bond Order: a duly certified copy of the Bond Order and such amendments, modifications, or supplements thereto as may have been agreed to by the Underwriter;

(ii) Official Statement: the Official Statement;

(iii) Attorney General Opinion and Comptroller's Certificate: the approving opinion of the Attorney General of Texas relating to the Bonds, certified by a certificate of the Comptroller of Public Accounts of the State of Texas;

(iv) Bond Opinion: an approving opinion of Bond Counsel specified, and to the effect described in the Official Statement;

(v) Special Disclosure Counsel Opinion: an approving opinion of Allen Boone Humphries Robinson LLP as Special Disclosure Counsel specified, and to the effect described in the Official Statement;

(vi) Supplemental Opinion of Bond Counsel: a supplemental opinion of such Bond Counsel, addressed to the Issuer and the Underwriters, to the effect that Bond Counsel has reviewed the statements and information in the Official Statement under the captions “THE BONDS” (except for the information under the heading “–Book-Entry-Only-System”), “SECURITY AND SOURCE OF PAYMENT,” “APPENDIX C – GLOSSARY OF TERMS,” “APPENDIX D – SUMMARY OF THE INDENTURE,” and “CONTINUING DISCLOSURE INFORMATION” (except for “–Compliance with Prior Undertakings”), and Bond Counsel is of the Opinion that the statements and information therein conform to the Bond Order; further, Bond Counsel has reviewed the statements and information contained under the captions and subcaptions, “TAX MATTERS”, “OTHER INFORMATION–Legal Investments and Eligibility to Secure Public Funds in Texas” and “–Legal Matters” (insofar as such section relates to its opinions), and “PLAN OF FINANCING,” and Bond Counsel is of the opinion that the statements and information contained therein are an accurate and fair description of the laws and legal issues addressed therein;

(vii) Opinion of County Attorney: an approving opinion of the County Attorney of Fort Bend County, Texas in form satisfactory to the Underwriters;

(viii) Federal Tax Certificate: a certificate signed by the County Judge of Fort Bend County, Texas, stating that the Issuer does not expect to use proceeds of the Bonds in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated thereunder, setting forth facts, estimates and circumstances in existence at Closing sufficiently to support such conclusion, and stating that to the best of the knowledge and belief of such officer there are no other facts, estimates, or circumstances that would materially affect such expectations;

(ix) Form 8038G: evidence of the filing or a covenant to file, as required by section 149(e) of the Internal Revenue Code of 1986, as amended, of a statement concerning the Bonds with the Secretary of the Treasury;

(x) Officer’s Certificate: a certificate, dated as of the Closing and signed by the County Judge and County Auditor of Fort Bend County, Texas, to the effect that (A) the Issuer has duly performed all of its obligations to be performed and satisfied all conditions on its part to be satisfied at or prior to the Closing and each of the representations and warranties of the Issuer contained herein is true and correct at and as of the Closing, with the same effect as if made on the Closing; (B) the Issuer has authorized, by all necessary action, the execution and delivery or receipt and due performance of the Bonds, this Bond Purchase Agreement, the Indenture, 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 contemplated hereby and by the Official Statement, and the

Governing Body has authorized, by all necessary action, the adoption of the Bond Order; (C) 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 or any other officials of the Issuer to their respective positions or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of revenues of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way affecting or contesting any authority for or the validity or enforceability of the Bonds, this Bond Purchase Agreement, the Bond Order or the Indenture or the existence or powers of the Issuer, or contesting in any way the completeness or accuracy of the Official Statement; (D) the adoption of the Bond Order by the Governing Body and the execution and delivery of the Bonds, this Bond Purchase Agreement, the Indenture, the Official Statement and the other agreements contemplated hereby and by the Bond Order and by the Official Statement to be executed and delivered by the Issuer under the circumstances contemplated hereby and thereby, which may be specified in such certificate, and the compliance by the Issuer with the provisions hereof and thereof, will not conflict with, or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer or any of the Issuer's properties is bound; (E) the Bond Order authorizing the Bonds and the related transactions has not been amended, modified or repealed and is in full force and effect; (F) the information set forth in the Official Statement is true and correct 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 (G) to the best of its 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 not misleading in any material respects;

(xi) Opinion of Counsel to Underwriter: An opinion, dated as of the date of the delivery of the Bonds and addressed to the Underwriters, of Fulbright & Jaworski L.L.P., Houston, Texas to the effect that the sale and offering of the Bonds is not required to be registered under the Securities Act of 1933, as amended, and that the Bond Order is not required to be qualified under the Trust Indenture Act of 1939, as amended. In addition, the opinion shall state that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, based upon such counsel's participation in the preparation of the Official Statement, nothing has come to such counsel's attention that gives such counsel reason to believe that the Official Statement as of the date of the Bond Purchase Agreement and as of the date of the Closing (except for financial statements and statistical data as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any 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;

(xii) Confirmation of Ratings: Confirmation by Moody's Investor's Service of a rating of "A2" and from Fitch Rating of a rating of "A+"; and

(xiii) Other: such additional certificates, instruments, or opinions as the Underwriters may reasonably request to evidence compliance with legal requirements, the accuracy of the representations and warranties of the Issuer contained herein, and due performance and satisfaction by the Issuer of all obligations on its part and conditions contained herein.

All of the opinions, letter, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase agreement shall be deemed to be in compliance with the provisions hereof, but only if, they are in form and substance satisfactory to the Underwriters.

If the Issuer is 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 Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of, and to pay for the Bonds is terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement terminates and neither the Underwriters nor the Issuer are under any further obligation hereunder, except that the representative obligations of the Issuer and the Underwriters set forth in Section 9 and 10 hereof continue in full force and effect.

8. Term and Termination.

(a) Term. This Bond Purchase Agreement becomes effective when the Issuer accepts the offer made hereby before it expires by executing this Bond Purchase Agreement in the place provided below and delivering an executed counterpart to the Underwriters continues in full force and effect until the Bonds are delivered to the Underwriters.

(b) Termination: The Underwriters may terminate their obligations under this Bond Purchase Agreement at any time by notifying the Issuer of their election to do so in writing or by telegram, telex, or other electronic or wire communication, if after the date hereof and prior to the Closing:

(i) Adverse Effect on Tax-Exempt Status: Legislation is favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or is introduced (by committee, by amendment, or otherwise) in, or is enacted by, the House of Representatives or the Senate, or is recommended by committee to the Congress of the United States for signature by the President of the United States, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, is rendered, or a release, ruling, regulation, or resolution of the Treasury Department of the United States or the Internal Revenue Service is made or proposed, in each case having the purpose or effect of imposing (or any other event shall have occurred which results in the imposition of) federal income taxation upon revenues or other income of the general character to be derived by the Issuer (or by any similar body) or upon interest accrued or received on the Bonds, except

as described in the Official Statement which, in the reasonable opinion of the Underwriters, materially adversely affects the marketability or the market price of the Bonds;

(ii) Adverse Effect on Securities Law Exemptions: Legislation is introduced (by committee, by amendment, or otherwise) in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States is rendered, or a stop resolution, ruling, regulation, or official statement by or on behalf of the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed, in each case to the effect that the offering or sale of obligations of the general character of the Bonds, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or the Investment Company Act of 1940, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Bonds as contemplated hereby which, in the reasonable opinion of the Underwriters, materially adversely affects the marketability or the market price of the Bonds;

(iii) Adverse Effect on Disclosure: Any information becomes known which at any time, in the reasonable opinion of the Underwriter, makes untrue, incorrect, incomplete, or misleading in any material respect any statement or information contained in the Official Statement, as the information contained therein has been supplemented or amended by other information in accordance with *Section 4(b)* hereof, or causes the Official Statement, as so supplemented or amended, to contain an untrue, incorrect, or misleading statement of a material fact or to omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading and which, in the reasonable opinion of the Underwriters, materially adversely affects the marketability or the market price of the Bonds;

(iv) Adverse Effect on Marketability: Except as provided in *Subdivisions (i) and (ii)* of this Subsection, any legislation, resolution, ordinance, rule, or regulation is introduced in or be enacted by any governmental body, department, or agency of the United States or the State of New York or the State of Texas, or a decision by any court of competent jurisdiction within the United States or the State of New York or the State of Texas is rendered, or additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally (or as to any other matter relating to the Bonds) by any governmental authority or by any national securities exchange, in each case which, in the reasonable opinion of the Underwriters, materially adversely affects the marketability of the Bonds;

(v) Suspension or Moratorium: A general suspension of trading in securities on the New York Stock Exchange or the NYSE Annex Equities occurs, minimum prices on either such exchange are established, or a general banking moratorium is established by federal, New York, or Texas authorities;

(vi) Armed Conflict, Etc.: A war involving the United States is declared, or any existing conflict involving the armed forces of the United States escalates, or any other national emergency relating to the effective operation of government or the financial community occurs, in each case which, in the reasonable opinion of the Underwriters, materially adversely affects the marketability of the Bonds;

(vii) Credit Downgrade: There occurs or notice is given of any intended review, downgrade, suspension, withdrawal, or any credit watch or credit review is issued or other notice is given of any intended or potential downgrade in the rating to be accorded the Bonds; or

(viii) Financial Statements: There occurs any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur.

If this Bond Purchase Agreement is terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with its terms or to fulfill any of its conditions, or if for any reason the Issuer is unable to perform its obligations under this Bond Purchase Agreement, the Issuer will reimburse the Underwriters for all out-of-pocket expenses reasonably incurred by the Underwriters in connection with the offering contemplated hereunder.

9. Expenses. The Issuer will pay (a) the cost of preparing and printing the Bonds, (b) the fees and disbursements of Bond Counsel and any other counsel or consultants retained by the Issuer, (c) the fees and disbursements of the Trustee, the paying agent/registrar, and the authenticating agent, (d) the costs of preparing, printing, and mailing the Preliminary Official Statement and the Official Statement, (e) the fee of the Attorney General of Texas, (f) the costs of obtaining credit ratings, and (f) the out-of-pocket expenses of the officers and directors of the Issuer. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. The Underwriters will pay their own out-of-pocket expenses.

The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriters for all out-of-pocket expenses

(including the fees and disbursements of counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder

10. Notices. Any notice to the Issuer under this Bond Purchase Agreement may be given by delivering or posting the same to Fort Bend County, c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, and any such notice to the Underwriters may be given by delivering or posting the same to RBC Capital Markets, LLC, 1001 Fannin Street, Suite 1200, Houston, Texas.

11. No Assignment or Third-Party Beneficiaries. The obligations of the parties hereto may not be assigned or delegated to any other person without the written consent of the other party hereto. This Bond Purchase Agreement inures to the benefit of and is binding upon the Issuer, the Underwriters, and their respective successors and permitted assigns, and does not confer any rights upon any other person other than persons, if any, controlling the Issuer or the Underwriters within the meaning of the Securities Exchange Act of 1934, as amended. The terms “successors” and “assigns” do not include any purchaser of Bonds merely because of such purchase.

12. Survival of Representations. All of the representations, warranties, and covenants of the Issuer in this Bond Purchase Agreement will remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of Underwriters or (ii) delivery of and any payment for the Bonds. No termination or cancellation of this Bond Purchase Agreement will relieve the Issuer of its obligation under *Section 9* hereof to pay expenses incurred prior to such termination or cancellation.

13. Section Headings. The section, subsection, and other subdivision headings herein are for convenience of reference only and do not affect the construction hereof.

14. Severability. If any provision of this Bond Purchase Agreement or any application thereof is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

15. Counterparts. This Bond Purchase Agreement may be executed in counterparts, each of which will be regarded as an original and all of which will constitute one and the same document.

16. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the law of the State of Texas.

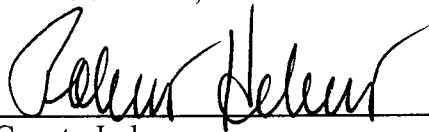
Very truly yours,

RBC CAPITAL MARKETS, LLC
as Underwriters

By: _____
Title: _____

Accepted at _____.

FORT BEND COUNTY, TEXAS

By: 
County Judge

ACCEPTED at 1:15 a.m./(p.m.), Central Time, this April 24, 2012.

EXHIBIT A

MEMBERS OF UNDERWRITING GROUP

RBC Capital Markets, LLC

Rice Financial Products Company

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

COST OF ISSUANCE

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

The following costs and expenses are to be paid by the County in the amounts indicated:

<u>Item of Cost or Expense</u>		<u>Amount</u>
Bond Counsel and Disclosure Counsel Fees and Expenses	Not to exceed	\$85,000
Financial Advisor Fees	Not to exceed	\$72,550
Financial Advisor Expenses		
Rating Agencies		
Moody's Investors Services		\$35,000
Fitch's Rating		\$35,000
*Printing & Mailing		
*Travel and related expenses of County Officials		
Attorney General Fee		\$9,500.00
*Miscellaneous		
*Trustee and Counsel		
*Paying Agent/Registrar		\$750.00
<hr/>		
Total		\$

*Amounts are estimates and subject to change

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND§

We, the undersigned officers of the Commissioners Court (the "Court") of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the officers shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the Order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the Order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

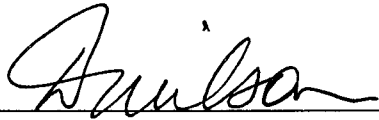
4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the county have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

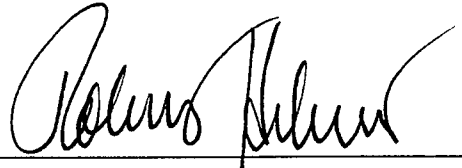
6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and

that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Governmental Code, as amended.

SIGNED AND SEALED the 24th day of April, 2012.

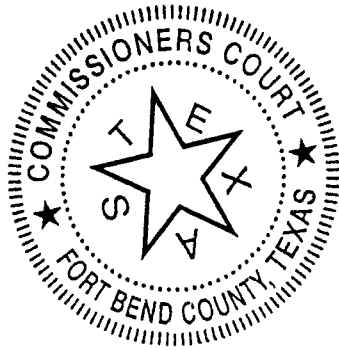


Dianne Wilson
County Clerk
Fort Bend County, Texas

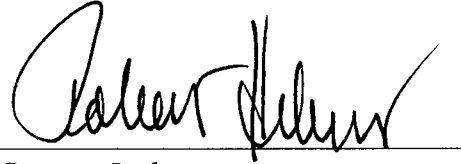


Robert E. Hebert
County Judge
Fort Bend County, Texas

(SEAL)

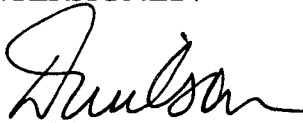


IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk, registered by the manual or facsimile signature of the County Treasurer, and the official seal of the County has been duly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



County Judge

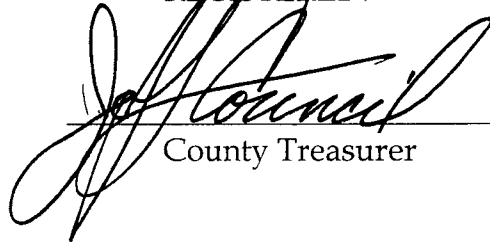
COUNTERSIGNED:



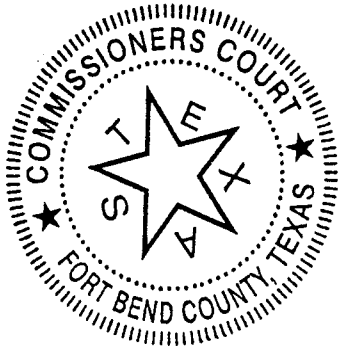
County Clerk DIANNE WILSON

(SEAL)

REGISTERED:



County Treasurer



IN WITNESS WHEREOF, the County and the Trustee have caused this 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

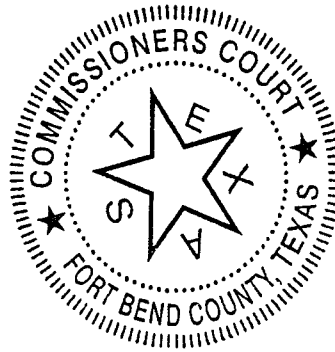
By: Robert Hebert

Robert Hebert
County Judge,
Fort Bend County, Texas

ATTEST:

Dianne Wilson

DIANNE WILSON, County Clerk
Fort Bend County, Texas



By: _____
Deputy County Clerk

(SEAL)

WELLS FARGO BANK, N.A.

By: _____
Title: _____

ATTEST:

By: _____

(SEAL)