

was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: All members shown present above voted Aye.

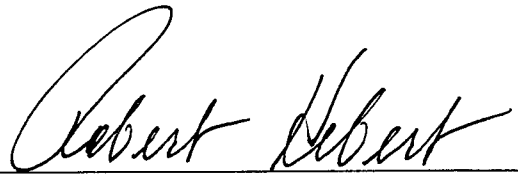
NOES: None.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in the Commissioners Court's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED the 5th day of June, 2012.

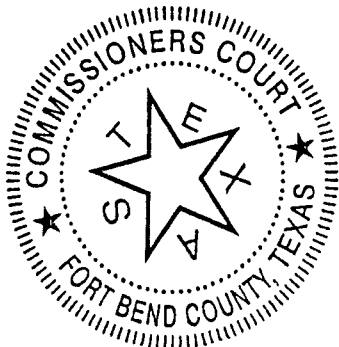


Dianne Wilson
County Clerk
Fort Bend County, Texas



Robert E. Hebert
County Judge
Fort Bend County, Texas

(SEAL)



ORDER AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF FORT BEND COUNTY, TEXAS UNLIMITED TAX AND SUBORDINATE LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2012; APPROVING A THIRD SUPPLEMENT TO THE TOLL ROAD UNLIMITED TAX AND SUBORDINATE LIEN REVENUE BOND TRUST INDENTURE, A BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENT; AUTHORIZING THE LEVYING OF TAXES TO PAY FOR THE PRINCIPAL OF AND INTEREST ON THE SERIES 2012 BONDS; AUTHORIZING THE EXECUTION OF AGREEMENTS, 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; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND§

WHEREAS, the County desires to refund certain portions of the Unlimited Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2003 (the "Series 2003 Bonds") and the Unlimited Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2004 (the "Series 2004 Bonds" or collectively, the "Refunded Bonds"), in advance of their maturities as provided herein; and

WHEREAS, Chapter 1207 of the Texas Government Code, as amended, provides that the County is authorized to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds the proceeds of such refunding bonds, together with other available funds, in an amount adequate to provide for the payment or redemption of the Refunded Bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the County desires to enter into an escrow agreement (the "Escrow Agreement") with Wells Fargo Bank, N.A. (the "Escrow Agent"), as authorized by Chapter 1207 of The Texas Government Code, pursuant to which proceeds of the refunding bonds herein authorized, together with other available funds, will be deposited, invested and applied in a manner adequate to provide for the full and timely payment of all interest on and principal of the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the creation of the escrow referred to above, the Refunded Bonds shall no longer be

regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the resolutions authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased;

WHEREAS, the County has previously issued its Series 2003 Bonds pursuant to the Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of April 1, 2003 (the "Indenture"), and the First Supplemental Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated April 1, 2003 (the "First Supplemental Indenture") and its Series 2004 Bonds pursuant to the Indenture, and the Second Supplemental Unlimited Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated May 1, 2004 ("Second 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");

WHEREAS, the County has determined to issue its \$116,940,000 Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") pursuant to the Indenture and the Third Supplemental Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding Bonds Trust Indenture dated July 1, 2012 (the "Third Supplemental Indenture") (collectively, the "Indentures") 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 Loop Capital Markets, 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 without limit as to rate or amount, to pay the principal of and interest on the Series 2012 Bonds;

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 Indentures;

WHEREAS, the Commissioners Court of the County has examined the Third Supplemental Indenture, the Bond Purchase Agreement, and the Preliminary Official Statement, all of which are attached to and comprise a part of this Order, 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 Third Supplemental Indenture, and that, upon execution and delivery of the Third 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 Third 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 Third Supplemental Indenture, and to deliver the Third 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 in the form attached as Exhibit "C" 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 Indentures, 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 Fitch Ratings, is hereby ratified and confirmed.

ARTICLE II

TAX LEVY

A special fund, designated as FORT BEND COUNTY, TEXAS UNLIMITED TAX AND SUBORDINATE LIEN TOLL ROAD REVENUE BOND 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 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, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, an annual ad valorem tax upon all taxable property in Fort Bend County, Texas, sufficient to pay the current interest on such Series 2012 Bonds and to create and provide a sinking fund of not less than two percent (2%) of the principal amount of the Series 2012 Bonds or not less than the principal of the Series 2012 Bonds payable out of such tax, whichever is greater, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the principal of and interest on the Series 2012 Bonds, and to no other purpose. 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 Indentures.

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 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 with Allen Boone Humphries Robinson LLP as Bond Counsel and Disclosure Counsel, and First Southwest Company as Financial Advisor, 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 Indentures, and the Bond Purchase Agreement.

Section 3.4. 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" - Third Supplemental Indenture
- Exhibit "B" - Bond Purchase Agreement
- Exhibit "C" - Preliminary Official Statement
- Exhibit "D" - Costs of Issuance

Section 3.5. 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 Indentures, the Bond Purchase Agreement, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Series 2012 Bonds by the Attorney General of Texas or for issuance of the Bond Insurance Policy by the Bond Insurer; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Series 2012 Bonds or such documents shall be confirmed by the Commissioners Court.


Section 3.6. Costs of Issuance. A portion of the proceeds of the Series 2012 Bonds shall be applied to pay costs and expenses arising in connection with their issuance, as set forth in Exhibit "D" hereto.

Section 3.7. Effective Date. That this Order shall be in full force and effect from and upon its adoption.


Section 3.8. Notice of Meeting. That written notice of the date, hour and place of such meeting of the Commissioners Court of Fort Bend County and of the subject of the Order was furnished to the Fort Bend County Clerk and posted for at least 72 hours preceding the convening of such meeting, on a bulletin board in the Fort Bend County Court House located at a place convenient to the public; that such place was readily accessible to the general public at all times from the time of such posting until the convening of such meeting, that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof was discussed, considered and formally acted upon, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

ADOPTED, PASSED, and APPROVED this 5th day of June, 2012.

FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert
County Judge
Fort Bend County, Texas

ATTEST:

By: 
Dianne Wilson
County Clerk
Clerk of the Commissioners Court
Fort Bend County, Texas

(SEAL)

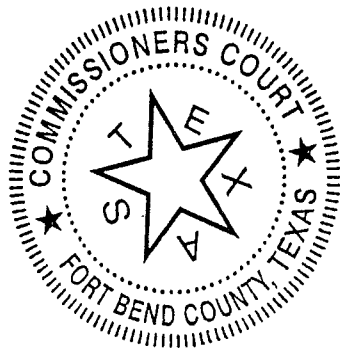


EXHIBIT A

THIRD SUPPLEMENTAL INDENTURE

EXHIBIT B

BOND PURCHASE AGREEMENT

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

COST OF ISSUANCE

Fort Bend County, Texas
Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding 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	\$
Financial Advisor Fees	Not to exceed	\$
Financial Advisor Expenses		\$
Rating Agencies		
Moody's Investors Services		\$
Fitch Rating		\$
*Printing & Mailing		\$20,000.00
*Travel and related expenses of County Officials		\$20,000.00
Attorney General Fee		\$9,500.00
*Miscellaneous		\$
*Trustee and Counsel		\$
*Paying Agent/Registrar		\$
<hr/>		
Total		\$

*Amounts are estimates and subject to change

\$116,940,000
FORT BEND COUNTY, TEXAS

UNLIMITED TAX AND SUBORDINATE LIEN TOLL ROAD
REVENUE REFUNDING BONDS, SERIES 2012

BOND PURCHASE AGREEMENT

June 5, 2012

Fort Bend County Commissioners Court
301 Jackson
Richmond, Texas 77469

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants, and upon the terms and conditions contained in this Bond Purchase Agreement (the "Bond Purchase Agreement"), the undersigned, Loop Capital Markets LLC (the "Representative" or "Loop"), acting on its own behalf and on behalf of the underwriters identified on Schedule I, attached hereto (collectively, the "Underwriters"), hereby offer to purchase from Fort Bend County, Texas (the "Issuer") the above stated aggregate principal amount of the Issuer's Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding Bonds, Series 2012 (the "Bonds"), to be issued under and pursuant to an Order adopted by the Commissioners Court of Fort Bend County (the "Commissioners Court") authorizing the issuance of the Bonds on June 5, 2012 (the "Order"). Pursuant to the Order, the Issuer shall authorize the proceeds of the Bonds to be used for the following purposes: (i) to advance refund a portion of the Outstanding Subordinate Lien Bonds and (ii) to pay costs of such issuance associated with the Bonds. The Underwriters have heretofore authorized the Representative to execute this Bond Purchase Agreement on their behalf.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings as assigned to each such term in the Order.

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS.

On the basis of the representations, warranties and covenants contained herein, and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriters agree to purchase from the Issuer, and the Issuer agrees to sell to the Underwriters, the Bonds for the purchase price shown below ("Purchase Price"). The purchase price for the Bonds shall be \$138,207,137.45 (representing the par amount of the Bonds, plus a net reoffering premium of \$21,267,137.45 and less an underwriter's discount of \$685,255.51).

The Bonds shall be issued under and secured as provided in the Order, and the Bonds shall have the maturities, interest rates and redemption provisions as set forth in the attached *Exhibit "A."*

Delivered to the Issuer herewith is a corporate check of the Representative made payable to the order of the Issuer in the amount of \$1,191,500. The Issuer agrees to hold such check uncashed until the Closing Time (as defined herein) to ensure the performance by the Underwriters of their obligations to purchase, accept delivery of and pay for the Bonds at the Closing Time. Concurrently with the payment

by the Underwriters of the Purchase Price of the Bonds, the Issuer shall return such check to the Representative, as provided in the immediately succeeding paragraph. In the event the Issuer does not accept this Bond Purchase Agreement, such check shall be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing Time, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Bond Purchase Agreement (unless waived by the Underwriters), or should such obligations of the Underwriters be terminated for any reason permitted by this Bond Purchase Agreement, such check shall immediately be returned to the Representative. In the event the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing Time as herein provided, the Issuer may cash such check and the proceeds thereof shall be retained by the Issuer as and for full liquidated damages for such failure of the Underwriters and for any defaults hereunder on the part of the Underwriters and, except as set forth herein, neither party shall have any further rights against the other hereunder.

At 10:00 a.m. local time in Houston, Texas, ("Closing Time") on July 12, 2012, or at such later date as may be mutually agreed upon by the Issuer and the Underwriters (the "Closing Date"), (a) the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriters, duly executed, in the aggregate principal amount set forth herein (the "Initial Bond"), and deliver or cause to be delivered to the Underwriters the other documents required by Section 5 hereof and (b) the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay or cause to be paid the Purchase Price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds for unconditional credit to the Issuer (all of the foregoing described transactions are herein called the "Closing"). Delivery and payment as aforesaid shall be made at the offices of ALLEN BOONE HUMPHRIES ROBINSON LLP in Houston, Texas, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriters. The Initial Bond delivered at the Closing shall be approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Upon surrender of the Initial Bond for exchange, definitive Bonds shall be issued in the form of one typewritten or printed Bond certificate for each maturity registered in the name of Cede & Co., as registered owner and nominee for THE DEPOSITORY TRUST COMPANY, New York, New York ("DTC"), in the aggregate principal amount set forth on page 1. Delivery of the definitive Bonds as aforesaid shall be made at the place in New York, New York designated by DTC. The definitive Bonds shall be made available to DTC at least two full business days before the date of the Closing for purposes of inspection. The definitive Bonds shall bear proper CUSIP numbers (provided, however, that neither the printing of the wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse to accept delivery of any Bond, as long as the Bonds are accepted by DTC).

SECTION 2. REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

On the date hereof, the Issuer represents, warrants, and agrees as follows:

(a) The Issuer is duly created, organized and existing as a body politic and corporate and political subdivision of the State of Texas under the Constitution and laws of the State of Texas (the "State"). The Issuer is authorized (i) to issue the Bonds, (ii) to pay the costs of issuance related thereto, (iii) to secure the Bonds in the manner contemplated by the Order, and (iv) the taking of any and all such actions as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated by the Bond Purchase Agreement, the Order and the Official Statement.

(b) The Issuer has full legal right, power, and authority to (i) adopt the Order, (ii) issue, sell, and deliver the Bonds to the Underwriters as provided herein; and (iii) enter into this Bond Purchase

Agreement and carry out and consummate the transactions contemplated by each of the aforesaid documents; further, the Issuer has complied in all material respects with the terms of applicable law and with the obligations on its part in connection with the issuance of the Bonds contained in the Order, the Bonds, and this Bond Purchase Agreement.

(c) The Issuer has duly adopted and authorized (i) the execution and delivery of the Bonds and the execution and delivery of the Order, and this Bond Purchase Agreement; (ii) the distribution and use of the Preliminary Official Statement and execution, delivery, and distribution of the Official Statement; and (iii) the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received and are in full force and effect or will be obtained by the Issuer by the Closing Time.

(d) The Order is in full force and effect and constitutes the legal, valid, and binding act of the Issuer, and this Bond Purchase Agreement will constitute the legal, valid, and binding obligation of the Issuer and each such instrument is enforceable against the Issuer in accordance with its respective terms, except that (i) enforceability thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and (ii) certain equitable remedies, including specific performance, may be unavailable.

(e) When delivered to the Underwriters, the Bonds will have been duly authorized, executed, issued, and delivered and will constitute legal, valid, and binding Bonds of the Issuer in conformity with the laws of the State of Texas (the "State"), and will be entitled to the benefit and security of the Order, except that (i) enforceability thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and (ii) certain equitable remedies, including specific performance, may be unavailable.

(f) The information contained in the Preliminary Official Statement is, and as of the date of Closing such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the final Official Statement will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) Neither the adoption of the Order nor the execution and delivery of this Bond Purchase Agreement or the Bonds nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the Issuer a violation of, or a breach of or default, which in any material respect would adversely affect the validity or marketability of the Bonds, under (i) any statute, indenture, mortgage, commitment, note, or other agreement or instrument to which the Issuer is a party or by which it is bound; (ii) any provision of the State Constitution; or (iii) any existing law, rule, regulation, order, judgment, order, or decree to which the Issuer (or the members of the Commissioners Court or any of the Issuer's officers in their respective capacities as such) is subject.

(h) The adoption and authorization of the Order and the authorization, execution, and delivery of this Bond Purchase Agreement, 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 Order, which in any material respect would adversely affect the validity or marketability of the Bonds.

(i) On the Closing Date, the Issuer will not be in default as to principal of or interest on any obligation secured by any of the revenues pledged to the Bonds which it has issued and will be in compliance in all material respects with the covenants and agreements contained in the Order, and no event of default and no event which, with the lapse of time or giving of notice, or both, would constitute an event of default under the Order will have occurred or be continuing, and the Issuer has not entered into any contract or arrangement of any kind which might give rise to a lien or encumbrance on the revenues or other assets, properties, funds, or interest pledged pursuant to the Order, except as described in the Official Statement.

(j) 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 paragraph (b) above, or the validity of any proceeding taken by the Issuer in connection with the issuance 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 Order, the Bonds, or this Bond Purchase Agreement or, to the 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.

(k) Any certificate signed by any official of the Issuer 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.

(l) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(m) 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 Order or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(n) The Issuer will, at the Underwriters' sole expense, cooperate with Counsel to the Underwriters in arranging for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriters designate and will use its best and reasonable efforts to continue such qualifications in effect so long as required for distribution of the Bonds; provided, however, that the Issuer will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such qualification in any jurisdiction.

(o) The Issuer will promptly notify the Underwriters as soon as it may become aware of any fact which, in its reasonable judgment, casts doubt on or questions the ability of the Issuer [(1) to undertake and complete in a timely manner the projects described in the Order], (2) to issue, sell, and deliver the Bonds as provided for by this Bond Purchase Agreement, or (3) to perform any of its other obligations in a timely manner pursuant to this Bond Purchase Agreement.

(p) The Issuer shall take no action including, without limitation, the issuance of additional debt, the effect of which will be to prevent the issuance and delivery of any of the Bonds on the Closing Date.

(q) The Issuer is in compliance with all prior continuing disclosure undertakings made pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

(r) The Bonds and the Order conform to the descriptions thereof contained in the Official Statement under the caption "THE BONDS" and the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption "PLAN OF FINANCING-Purpose."

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

(t) The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, as an underwriter, is to purchase securities, for resale to investors, in an arm's-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.; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and 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 are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

By delivering an executed copy of the Official Statement to the Underwriters, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

SECTION 3. PUBLIC OFFERING; OTHER TRANSACTIONS

(a) The Underwriters shall make a bona fide initial public offering of all 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 Official Statement attached hereto as *Exhibit "A."* The Underwriters may change such offering prices (or yields) in their 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).

(b) 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.

SECTION 4. OFFERING DOCUMENTS

(a) The Issuer previously electronically provided access to or has delivered a sufficient number of copies of the Preliminary Official Statement to the Underwriters for their use in determining investor interest in purchasing the Bonds. The Issuer hereby 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 with respect to the Bonds 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 for the omission of items specified by paragraph (b)(1) of the Rule.

(b) Not more than seven (7) business days after the time the Issuer accepts this Bond Purchase Agreement, the Issuer shall deliver a sufficient number of copies of the final Official Statement ("Official Statement"), approved by the Commissioners Court or one or more duly authorized officers of the Issuer, to the Underwriters to permit the Underwriters to comply with the requirements of the Rule. The 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.

(c) If, after the date of this Bond Purchase 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) 90 days from the "end of the underwriting period" (as defined in Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which 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 not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the underwriters (and for the purposes of this clause provide the Underwriters with such information as it may from time to time request), and if, in the opinion of the Underwriters, 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 Underwriters), 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 not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Issuer hereby agrees to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE INFORMATION." The Underwriters' obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriters, the Representative, or their agent of certified copies of the Order containing the agreement described under such heading.

(e) The Representative hereby agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Market Access ("EMMA") system on or before the date of 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.

SECTION 5. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS.

The Underwriters' obligations hereunder shall be subject to the due performance by the Issuer of its obligations and agreements to be performed hereunder at or prior to the Closing and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing, and are also subject to the following conditions:

(a) The Bonds, the Order, and any and all such other agreements and documents as may be required to be authorized, executed and delivered by the Commissioners Court in order to consummate the transactions contemplated hereby shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriters with only such changes therein as shall be mutually agreed upon by the Issuer and the Underwriters.

(b) At the Closing Time, the Underwriters shall receive:

(1) The opinions dated the Closing Date, of (i) the Attorney General of the State of Texas as to the validity of the Bonds; (ii) the County Attorney, in substantially the form set forth in *Exhibit "B"* hereto; (iii) ALLEN BOONE HUMPHRIES ROBINSON LLP, Bond Counsel, in substantially the form set forth in *Appendix "C"* to the Official Statement and *Exhibit "C"* hereto; and (iv) Bracewell & Giuliani LLP and Bates & Coleman, Co-Counsel to the Underwriters, in substantially the form set forth in *Exhibit "D"* hereto;

(2) A certificate signed by the County Judge and County Auditor of Fort Bend County, Texas, dated the Closing Date, setting forth facts, estimates and circumstances in existence on the Closing Date, which facts, estimates and circumstances shall be sufficiently set forth therein (i) to support the conclusion 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" within the meaning of Section 148 of the Code and the regulations, temporary regulations and proposed regulations promulgated under that Section, and (ii) stating that to the best of its knowledge and belief there are no other facts, estimates or circumstances that would materially affect such expectations;

(3) A certificate of the County Judge and County Auditor of Fort Bend County, Texas, dated the Closing Date, 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 Time and each of the representations and warranties of the Issuer contained herein is true and correct at and as of the Closing Time, with the same effect as if made on the Closing Date; (ii) 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 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 Commissioners Court 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 Commissioners Court 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 assessment, levy, or 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, or the Order, 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 Commissioners Court and the execution and delivery of the Bonds, this Bond Purchase Agreement, the Official Statement and the other agreements contemplated hereby and by the 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; (v) the Order authorizing the Bonds and the related transactions have not been amended, modified or repealed and are in full force and effect; (vi) 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 (vii) to the best of their 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 respect;

(4) Certificates, dated the Closing Date, of (i) Wells Fargo Bank, N.A., (the "Paying Agent/Registrar") as to the delivery of the Bonds, and (ii) the Issuer as to the receipt of payment therefor;

(5) A certificate from the appropriate County official certifying that the County has the consent of Sandersen Knox & Co., L.L.P., independent certified public accountants, as to the inclusion in the Official Statement of the audited financial statements of the County, and their report thereon, for the County's fiscal year ended September 30, 2011.

(6) Evidence satisfactory to the Representative that all of the Bonds shall have the following ratings of "AA+," and "Aa1," respectively, from FITCH RATINGS and from MOODY'S INVESTORS SERVICE, INC.

(7) One counterpart original of all proceedings relating to the authorization and issuance of the Bonds;

(8) Such additional certificates, opinions, and other documents as the Representative, Counsel to the Underwriters, or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Bond Purchase Agreement and the transactions contemplated hereby and by the Order, and the Official Statement, all such certificates, opinions and other documents to be satisfactory in form and substance to the Representative and Counsel to the Underwriters;

(9) 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 Bond Purchase 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 Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Section 9 hereof shall continue in full force and effect; and

(10) The registration certificate of the Comptroller of Public Accounts of the State of Texas with respect to the Bonds.

SECTION 6. THE UNDERWRITERS' RIGHT TO CANCEL.

The Underwriters, acting through the Representative, have the right to cancel their obligations hereunder to purchase the Bonds by notifying the Issuer in writing of their election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) The House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have proposed or have pending before it (whether or not introduced), or shall have passed or recommended favorably, legislation which, if enacted in its form as proposed, as introduced, or as amended, would have the purpose or effect of imposing federal income taxation upon receipts, revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or on the Bonds (including legislation which materially adversely affects the after-tax investment return on the Bonds), and such legislation, in the Representative's reasonable opinion, materially adversely affects the market for the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(b) A tentative decision with respect to legislation (whether or not introduced) shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be proposed, or favorably reported or re-reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress 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 shall be rendered, or a ruling, regulation, temporary regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon receipts, revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or on the Bonds (including pending legislation, decisions, rulings, regulations, temporary regulations, and orders which materially adversely affect the after-tax investment return on the Bonds), which, in the Representative's reasonable opinion, adversely affects the market for the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(c) Any legislation, order, rule, or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State of Texas, or a decision by any court of competent jurisdiction within the State of Texas shall be rendered, which, in the Representative's reasonable opinion, materially adversely affects the market price of or the market for the Bonds;

(d) A stop order, ruling, regulation, or official statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under or from other requirements 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 that the Order is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(f) Any event shall have occurred, or information become known, which, in the Representative's reasonable opinion (i) materially adversely affects the market price or the marketability or ability to enforce contracts for sale of any portion of the Bonds at the contemplated offering prices by the Underwriters of the Bonds, or (ii) makes untrue in any material respect any statement or information contained in the Official Statement or has the effect that the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(g) Additional restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the Representative's reasonable opinion, materially adversely affects the market price of or the market for the Bonds;

(h) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to either the Bonds or 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;

(i) A general banking moratorium shall have been established by federal, New York or Texas authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which in the reasonable judgment of the Representative, would make the marketing of municipal revenue bonds generally impractical;

(j) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer;

(k) There shall be in force a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national stock

exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental Issuer having jurisdiction;

(l) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community or other national or international calamity or crisis shall have occurred or escalated, which, in the Representative's reasonable opinion, materially adversely affects the market price of or the market for the Bonds;

(m) There shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the financial condition of the Issuer;

(n) Any fact or event shall exist or have existed that, in the Underwriters' reasonable judgment, requires or has required an amendment of or supplement to the Official Statement; or

(o) There shall have occurred any downgrading, or any notice shall have been given of (i) any intended or potential downgrading or (ii) any review or possible change that does not indicate the direction of a possible change, in the rating accorded any of the Issuer's bonds (including the rating to be accorded the Bonds) by any "nationally recognized statistical rating organization", as such term is defined for purposes of Rule 436(g)(2) under the 1933 Act.

SECTION 7. CONDITION TO THE ISSUER'S OBLIGATIONS.

The Issuer's obligations hereunder are subject to the Underwriters' performance of their obligations hereunder.

SECTION 8. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY.

All of the Issuer's representations, warranties, and agreements shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters, and shall survive delivery of the Bonds to the Underwriters.

SECTION 9. PAYMENT OF EXPENSES.

The Issuer shall pay, from the proceeds of the sale of the Bonds (or other legally available funds), upon or promptly after the Closing; (a) the costs of preparing of the Bonds, if any, and the cost of immobilizing the Bonds with DTC; (b) the costs of obtaining credit ratings; (c) the fees and disbursements of Bond Counsel, Financial Advisor, and of any other counsel or consultants retained by the Issuer; (d) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (e) the fees and expenses of the Paying Agent/Registrar; (f) any legally required advertising expenses with respect to the Bonds; (g) the out-of-pocket expenses, including the cost of travel, of any officials or consultants or counsel of the Issuer; (h) any costs incurred in connection with obtaining the Consent of Accountants referred to in Paragraph 5(b)(5) hereof; and (i) any other expense mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby. The Issuer shall be under no obligation to pay any other expenses incident to the performance of the obligations of the Underwriters hereunder, including the fees and disbursements of Counsel to the Underwriters.

SECTION 10. USE OF OFFICIAL STATEMENT.

The Issuer hereby ratifies and authorizes the use of, and will make available, the Official Statement for the use by the Underwriters in connection with the sale of the Bonds. The Issuer will not amend or supplement the Official Statement without the prior written consent of the Representative on behalf of the Underwriters.

SECTION 11. NOTICES.

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by certified mail or by delivering the same in writing to the Issuer at the address shown above, Attention: County Judge, with a copy to (i) the County Attorney and (ii) the County Auditor, and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to LOOP CAPITAL MARKETS LLC, 440 Louisiana, Suite 900, Houston, Texas 77002, Attention: Curtis Flowers or to such other addresses as one party shall furnish the other in writing for receipt of notice.

SECTION 12. APPLICABLE LAW; NONASSIGNABILITY.

This Bond Purchase Agreement shall be governed by the substantive laws of the State of Texas without regard to principles of conflicts of law. This Bond Purchase Agreement shall not be assigned by the Issuer.

SECTION 13. EXECUTION OF COUNTERPARTS.

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

SECTION 14. EFFECTIVENESS.

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

SECTION 15. SEVERABILITY.

If any provision of this Bond Purchase 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 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 Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

SECTION 16. MANAGEMENT FEE.

The Representative hereby acknowledges that the Underwriters will distribute the management fee associated with the Bonds pro rata based in the liability of each Underwriter as set forth in the Agreement Among Underwriters, dated May 31, 2012, entered into among the Underwriters.


Very truly yours,

LOOP CAPITAL MARKETS LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written:

FORT BEND COUNTY, TEXAS

By: 
County Judge

SCHEDULE I

Loop Capital Markets LLC

Morgan Keegan & Company, Inc., or its successor in interest, (“Morgan Keegan”), acting on behalf of itself and as representative of Raymond James & Associates, Inc. (“Raymond James”).

On April 2, 2012, Raymond James Financial, Inc. (“RJF”), the parent company of Raymond James, acquired all of the stock of Morgan Keegan from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and Raymond James are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing the trade name “Raymond James I Morgan Keegan” as their trade name. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined. The obligations of the County and Morgan Keegan under the provisions of this Bond Purchase Agreement shall not be affected by such combination. Morgan Keegan has entered into a distribution arrangement with Raymond James for the distribution of the Bonds at the original issue prices. Such arrangement generally provides that Morgan Keegan will share a portion of its underwriting compensation or selling concession with Raymond James.

EXHIBIT "A"

Maturity Date	Amount	Rate	Call Date
03/01/2015	\$ 1,055,000.00	4.000%	-
03/01/2016	3,250,000.00	4.000%	-
03/01/2017	3,900,000.00	4.000%	-
03/01/2018	4,670,000.00	5.000%	-
03/01/2019	5,125,000.00	4.000%	-
03/01/2020	5,530,000.00	5.000%	-
03/01/2021	5,825,000.00	5.000%	-
03/01/2022	6,130,000.00	5.000%	-
03/01/2023	6,425,000.00	5.000%	03/01/2022
03/01/2024	6,790,000.00	5.000%	03/01/2022
03/01/2025	7,115,000.00	5.000%	03/01/2022
03/01/2026	7,490,000.00	5.000%	03/01/2022
03/01/2027	7,880,000.00	5.000%	03/01/2022
03/01/2028	8,275,000.00	5.000%	03/01/2022
03/01/2029	8,690,000.00	5.000%	03/01/2022
03/01/2030	900,000.00	3.125%	-
03/01/2030	8,255,000.00	5.000%	03/01/2022
03/01/2031	9,575,000.00	5.000%	03/01/2022
03/01/2032	10,060,000.00	5.000%	03/01/2022
<hr/>			
\$116,940,000.00			

EXHIBIT "B"

FORM OF OPINION OF COUNTY ATTORNEY

[LETTERHEAD OF THE COUNTY ATTORNEY]

_____, 2012

LOOP CAPITAL MARKETS LLC
(as Representative of the Underwriters
named in the Bond Purchase Agreement)
440 Louisiana, Suite 900
Houston, Texas 77002

Re: \$116,940,000 Fort Bend County, Texas Unlimited Tax and Subordinate Lien
Toll Road Revenue Refunding Bonds, Series 2012 (the "*Bonds*")

Ladies and Gentlemen:

I refer to the Official Statement, dated June 5, 2012 (the "Official Statement"), of Fort Bend County (the "County") for the Bonds.

I have reviewed the information contained in the Official Statement under the caption "OTHER INFORMATION-Litigation" (the "Litigation Section") with regard to the litigation, if any, referred to therein. In addition, I have reviewed and discussed with members of my staff litigation pending or threatened against the County.

To the best of my knowledge and belief as of the date of the Official Statement and as of the date hereof, there is no pending litigation against the County or to which the County is a party, the failure of which to describe in the Litigation Section constitutes an omission of a material fact necessary to make the statements therein, in the light of the circumstances under which they are to be made, not misleading.

It is my opinion that there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, pending or to my knowledge threatened against the County which would (1) restrain or enjoin the issuance or delivery of the Bonds, (2) affect the provisions made for payment of the Bonds or the interest thereon, or (3) question the validity of the Bonds.

Sincerely,

County Attorney

EXHIBIT "C"

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

_____, 2012

LOOP CAPITAL MARKETS LLC
(as Representative of the Underwriters
named in the Bond Purchase Agreement)
440 Louisiana, Suite 900
Houston, Texas 77002

Re: \$116,940,000 Fort Bend County, Texas Unlimited Tax and Subordinate Lien
Toll Road Revenue Refunding Bonds, Series 2012 (the "*Bonds*")

Ladies and Gentlemen:

This opinion is being rendered pursuant to the Bond Purchase Agreement, dated June 5, 2012 (the "Bond Purchase Agreement"), between LOOP CAPITAL MARKETS LLC, as Representative of the Underwriters named in the Bond Purchase Agreement (the Underwriters"), and Fort Bend County, Texas (the "County") relating to the issuance, sale, and delivery by the County to the Underwriters of the referenced bonds (collectively, the "Bonds"). Except as otherwise defined herein, the terms defined in the Bond Purchase Agreement are used in this opinion with the meanings assigned to them in the Bond Purchase Agreement.

We have acted as Bond Counsel to the County in connection with the issuance, sale, and delivery of the Bonds to the Underwriters. In our capacity as Bond Counsel, we have examined a transcript of certain materials and proceedings pertaining to the Bonds, including certain certified and original proceedings of the Commissioners Court of the County, and customary certificates, opinions, affidavits, and other documents executed by officers, agents, and representatives of the County and others. In our capacity as Bond Counsel, we have also attended meetings of the County and have participated in conferences from time to time with representatives of the County, the Financial Advisor to the County, the Underwriters, and Counsel to the Underwriters relative to the Preliminary Official Statement and the Official Statement.

In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents.

Based upon the foregoing, we are of the opinion that, under applicable laws of the United States of America and the State of Texas in force and effect on the date hereof:

1. The Bond Purchase Agreement has been duly authorized, executed, and delivered by the County and constitutes a binding agreement of the County enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, or other laws affecting creditors' rights generally, and certain equitable remedies, including specific performance, may be unavailable.
2. The offering and sale of the Bonds need not be registered under the Securities Act of 1933, as amended;
3. No filing is required under the Trust Indenture Act of 1939, as amended, in connection with the Bonds or the Orders;
4. The descriptions and summaries of the Bonds and the Order (as defined in the Official Statement), contained under the headings "THE BONDS," except for the information under the heading "THE BONDS – Book-Entry-Only System," "TAX MATTERS," "OTHER INFORMATION – Registration and Qualification of Bonds for Sale," "OTHER INFORMATION – Legal Matters, " "OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas," and "CONTINUING DISCLOSURE INFORMATION," fairly summarize the matter discussed therein and are correct as to matters of law.

Except as stated above in paragraph 4, we have not assumed responsibility with respect to the Official Statement or undertaken to verify the accuracy, completeness, or fairness of the statements contained therein.

In our capacity as Bond Counsel we have delivered on this date the approving opinions in substantially the form set forth in Appendix F of the Official Statement. The Underwriters may rely on such approving opinions as if they were addressed to them.

In rendering this opinion, we have not represented any of the Underwriters nor rendered any advice to the Underwriters in connection with the Bond Purchase Agreement or the transactions contemplated thereby, other than that set forth herein; and we call to your attention the fact that our legal opinions and conclusions are an expression of professional judgment and not a guarantee of result. This opinion may not be relied upon by any other person or by you in any other context, without our prior written consent. This opinion is not to be used, circulated, quoted, or otherwise referred to for any other purpose.

Yours very truly,

EXHIBIT "D"

FORM OF OPINION OF COUNSEL TO UNDERWRITERS

_____, 2012

LOOP CAPITAL MARKETS LLC
(as Representative of the Underwriters
named in the Bond Purchase Agreement)
440 Louisiana, Suite 900
Houston, Texas 77002

Re: \$116,940,000 Fort Bend County, Texas Unlimited Tax and Subordinate Lien
Toll Road Revenue Refunding Bonds, Series 2012 (the "*Bonds*")

Ladies and Gentlemen:

We have acted as your Counsel in connection with the purchase by you on this date from Fort Bend County, Texas (the "*County*"), of \$116,940,000 aggregate principal amount of its Unlimited Tax and Subordinate Lien Toll Road Revenue Refunding Bonds (the "*Bonds*") pursuant to the Bond Purchase Agreement, dated June 5, 2012 (the "*Bond Purchase Agreement*") by and between you and the County. Unless otherwise expressly provided herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Agreement.

In the above capacity, we have examined the originals or copies, certified or otherwise, identified to our satisfaction, of such records, official and other, of the County, certificates of public officials and Representative of the County, and other documents as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Based on the foregoing, we are of the opinion that the offer and sale of the Bonds to the public are exempt from registration under the Securities Act of 1933, as amended, and no filing is required under the Trust Indenture Act of 1939, as amended, in connection with the Bonds or the Order.

We have participated in conferences with representatives of the County, Bond Counsel, the Financial Advisor to the County, and your Representative, at which conferences the contents of the Official Statement and related matters were discussed. Although we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, we advise you that, on the basis of the foregoing, no facts have come to our attention that lead us to believe that the Official Statement as of the date of the Bond Purchase Agreement and as of today's date (except as to the financial statements and other financial and statistical data included in the Official Statement data regarding the Depository Trust Company and other information regarding the bond insurer, if any, in each case is to which no view needs to 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 light of the circumstances under which they were made, not misleading.

We do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect our legal opinion and conclusions expressed herein, and we call to your attention the fact that our legal opinions and conclusions are an expression of professional judgment and not a guarantee of result. This opinion may be relied upon only by you, any member of a selling group formed by you and by other persons to whom we grant written permission to rely hereon.

Sincerely,