

JPMORGAN CHASE BANK, N.A.

January 3, 2017

Commissioner's Court
Fort Bend County, Texas

Re: Fort Bend County, Texas (the "County") - \$3,808,978 Tax Notes Series 2017

Commissioner's Court:

Subject to the conditions stated herein, JPMorgan Chase Bank, N.A. (the "Purchaser"), hereby agrees to purchase the County's Tax Note, Series 2017, in the principal amount of \$3,808,978 at par (the "Notes").

At time of delivery, Purchaser shall pay the principal amount to the County in immediately available funds. The Notes will bear interest at an annual rate of 2.26 percent, and will have the terms and redemption provisions and be secured as described in the County's Order Authorizing the Issuance of the Notes (the "Order").

Purchaser's agreement to purchase the Notes, and the County's agreement to sell the Notes are subject to Purchaser's receipt, on or before the date of purchase, of the following:

1. The Notes;
2. A certified copy of the Order, which contains all relevant provisions governing the financing of the Notes (such as rate, term, amortization, security, designation of the Notes as qualified tax exempt obligations, and all other conditions, warranties and covenants as are usual and customary for transactions of the same general type;
3. An approving opinion of Allen Boone Humphries Robinson LLP in a form and substance satisfactory to Purchaser to the effect that the interest on the Notes is exempt from federal income taxation under existing statutes, regulations, published rulings, and court decisions existing on the date of said opinion;
4. Unqualified opinion of the Attorney General of the State of Texas, relating to the legality and validity of the Notes and approving the Notes as required by Texas law, and evidence reflecting the registration of the Notes by the Comptroller of Public Accounts of the State of Texas as required by Texas law;

5. The County's certification to the effect that, to the best of the knowledge and belief of the County Judge: (i) the County is not a party to any litigation or other pending or threatened proceeding which, if decided adversely to the County, would have a materially adverse effect on the operations or financial condition of the County; and (ii) there has not been any material adverse change in the financial condition of the County since September 30, 2015, the latest date as of which audited financial information is available; and
6. The executed Federal Tax Certificate and IRS Form 8038-G.

Purchaser recognizes that the Notes involve risks and has made all such inspections and investigations of the County and its affairs as it deems necessary to determine the investment quality of the Notes. Purchaser represents and warrants that:

1. Purchaser is acquiring the Notes for its own account as evidence of a loan and has no present intention to reoffer the Notes as a bondhouse, broker, dealer or other person acting as underwriter or wholesaler. To the extent the word "Bond" may have been used in any way to reference the debt instrument, the Purchaser acknowledges that the word "Bond" is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933;
2. Purchaser is an "accredited investor" within the meaning of section 2(15) of the Securities Act of 1933 and/or a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended;
3. Purchaser has had an opportunity to make its own investigation of the condition of the County and the financial risks associated with the purchase and ownership of the Notes and has evaluated fully such risks. Purchaser has had access to all information to which a reasonable purchaser would attach significance in making a purchase decision with respect to the purchase of the Notes;
4. Purchaser assures the County that it is a sophisticated and well informed purchaser. Purchaser acknowledges that the Notes may not be suitable for ordinary purchasers and, accordingly, will not make any sale or distribution to any person or entity who is not a sophisticated and well-informed purchaser with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks involved in the purchase and ownership of the Notes; and
5. Purchaser is not aware of any reasonably foreseeable circumstances which are likely in the future to require a distribution of the Notes.

The County represents and warrants that:

1. The County acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the County and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the County, (iii) the Purchaser and its affiliates are relying on one or more exemptions in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the County, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the County on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the County and the Issuer, and (vi) the County has consulted with their own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.
2. The County shall provide audited financial statements within 180 days of the County's fiscal year end in each year that the Notes are outstanding.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE GOVERNMENTAL REQUIREMENT, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Notwithstanding anything herein to the contrary, the Purchaser's obligation to purchase the Notes shall be subject to the condition precedent that from the date hereof to the date of delivery of the Notes, there shall not have occurred any: (i) material adverse change in the financial condition or general affairs of the County; (ii) event,

court decision, proposed law or rule which may have the effect of changing the federal income tax incidents of the Notes or the interest thereon or the transaction contemplated by the Order, the Notes, or herein; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the market value of the Notes.

[Execution Page Follows]

Respectfully submitted,

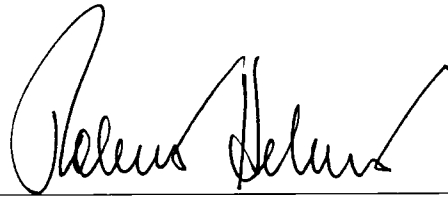
JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

The above and foregoing offer is hereby accepted by Fort Bend County, Texas, as of the 3rd day of January, 2017.



County Judge
Fort Bend County, Texas

ATTEST:



County Clerk
Fort Bend County, Texas

(SEAL)

