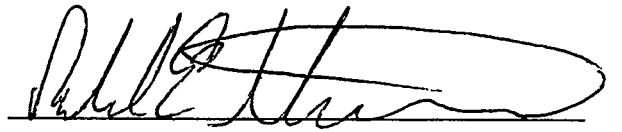


CERTIFICATE

Pursuant to Texas Government Code Section 1431.002(a), I, Ed Sturdivant, County Auditor of Fort Bend County, Texas (the "County") recommended that the County issue its \$3,808,978 Fort Bend County, Texas Tax Note, Series 2017, to fund the construction of roads in the County.

(Signature Page Follows)

A handwritten signature in black ink, appearing to read "Ed Sturdivant", written over a horizontal line.

Ed Sturdivant, County Auditor



COUNTY AUDITOR
Fort Bend County, Texas

Robert Ed Sturdivant
County Auditor

281-341-3769, 281-341-3774 (fax)
ed.sturdivant@fortbendcountytexas.gov

January 26, 2017

J.T. Kirtley, Senior Underwriter
J.P. Morgan Specialized Industries
221 West Sixth Street, 2nd Floor
Austin, TX 78701-3400

RE: Fort Bend County, Texas
\$3,808,978 Tax Notes, Series 2017

J.T.,

Delivery of the captioned notes is scheduled for Tuesday, January 31, 2017. The purchase price of the notes is at par in the amount of \$3,808,978.

Please wire the funds as described below:

To: Tax Notes, Series 2017 Project Fund:	\$3,808,978.00
Prosperity Bank	
[REDACTED]	
[REDACTED]	
Acct Name: FBC Treasurer's Account	

Please contact me if you have any questions.

Thank You,

Robert E. Sturdivant
County Auditor

Signed by Officer Authorized in Order

Robert E. Hebert, County Judge



Bank Contact for Questions:

Name: JOAN UPHOFF
 Phone/Fax: 713-216-4260
 Mailing Address: 712 Main St, 9th Fl
 Houston, TX 77002

LOAN CLOSING DISBURSEMENT AGREEMENT, and BORROWER ADMIN QUESTIONNAIRE AND LOAN ADMINISTRATION AGREEMENT

[Note: For use only if all Loans are fully-funded Term Loans.]

Borrower Name:	FORT BEND COUNTY	Facility ID/Obligor/Obligation No:	██████████
Borrower Address:	301 Jackson Street, Suite 533, Richmond, TX 77469	Borrower's Checking Account No.:	
Loan Amount:	\$3,808,978.00	Cost Center:	██████████

i. Disbursements by Bank to:		Amount Paid from Borrower's Checking Acct:	Amount Paid from Loan Proceeds by Bank:
Pay To (Payee Name):	Payment Instruction:		
<i>Internal Disbursement:</i>			
Payment to Borrower JPMC Account	Account #	\$0.00	\$0.00
Payment to JPMC Account of the Title Co/Escrow Agent/Attorney/Thrd Party	Account #	\$0.00	\$0.00
Payoff of Borrower JPMC Loan	Loan #	\$0.00	\$0.00
<i>External Disbursement (Also provide Borrower Administrative Questionnaire & Provide Disbursement Instructions to right or attach to LCDA):</i>		\$0.00	\$0.00
Wiring for Borrower Payoff	<i>Input detailed instructions in Section V below</i>	\$0.00	\$3,808,978.00
Wiring to Borrower External DDA		\$0.00	\$0.00
Wiring to a Title Co/Escrow Agent		\$0.00	\$0.00
Wiring to Closing Attorney		\$0.00	\$0.00
Wiring to a Third Party		\$0.00	\$0.00
Subtotal for Part I			\$0.00

ii. Disbursements for Bank's Fees, etc.¹		Amount Paid from Borrower's Checking Acct. by Bank:	Amount Paid from Loan Proceeds by Bank:
Late Fees		\$0.00	\$0.00
Outstanding Interest to ___/___/___ (date)		\$0.00	\$0.00
Loan Origination/Commitment Fee		\$0.00	\$0.00
Loan Modification Fee		\$0.00	\$0.00
Letter of Credit Fees		\$0.00	\$0.00
Other (specify) _____		\$0.00	\$0.00
Other (specify) _____		\$0.00	\$0.00
Subtotal for Part II		\$0.00	\$0.00

iii. Disbursements by Bank for Fees to Others (This is in addition to any fees/costs that Borrower has agreed to pay directly.)¹			
Bank to Pay To (Payee Name):		Amount Paid from Borrower's Checking Acct. by Bank:	Amount Paid from Loan Proceeds by Bank:
Appraisal		\$0.00	\$0.00
Environmental Report or Audit		\$0.00	\$0.00
UCC/ Other Search Fee		\$0.00	\$0.00
UCC Filing Fee		\$0.00	\$0.00
Certification Fee-Organizational Documents		\$0.00	\$0.00
Flood Determination Fee		\$0.00	\$0.00
Real Estate Recording Fees		\$0.00	\$0.00
Title Search/Insurance Fees		\$0.00	\$0.00
Other _____		\$0.00	\$0.00
Other _____		\$0.00	\$0.00
Other _____		\$0.00	\$0.00
Subtotal for Part III		\$0.00	\$0.00

	Amount Paid from Borrower's Checking Acct. by Bank:	Amount Paid from Loan Proceeds by Bank:
Summary (Recap of Subtotals from page 1)		
Subtotal for Part I	\$0.00	\$3,808,978.00
Subtotal for Part II	\$0.00	\$0.00
Subtotal for Part III	\$0.00	\$0.00

IV. Total Disbursements by Bank ¹		
Total Disbursements by Bank (Total for Subparts I, II, and III above)	\$0.00	\$3,808,978.00

¹ Subject to Bank's reasonable adjustment and correction, including, without limitation, updating loan payoff amounts to be funded through the date of the loan payoff.

**BORROWER ADMIN QUESTIONNAIRE AND LOAN ADMINISTRATION
AGREEMENT**

[Note: Completion of parts V and VI of this form is only needed if any loan proceeds will be disbursed: (i) to an account outside the Bank, or (ii) to an account at the Bank that is not in the name of the Borrower. But Part VII and the signature of the Borrower's authorized signer(s) is always required.]

V. Designated Treasury Contacts: Each authorized officer or representative of Borrower named in any Borrowing Resolution (or equivalent) and each person described below or in any Addenda hereto is a "Designated Treasury Contact":

Name:	Robert E. Sturdivant	Name:	
Title:	County Auditor	Title:	
Telephone:	281-341-3769	Telephone:	
Fax:	281-371-3774	Fax:	
Email:	rd.sturdivant@fortbendcountys.gov	Email:	
Signature Required:		Signature Required:	
Check box if this contact is eligible to receive callbacks:	<input checked="" type="checkbox"/>	Check box if this contact is eligible to receive callbacks:	<input type="checkbox"/>

VI Wire Instructions: Loan advances may be made to the account number and bank routing number below or in any Addenda hereto or in any other Standing Instruction verified by Agent/ Bank pursuant to the Security Procedure (each, a "Standing Instruction"), and Agent/ Bank has no duty to confirm that the account name matches the name provided in any such Standing Instruction. If there are more than two Standing Instructions, write "See Attached" below and attach the Standing Instructions to this document.


Borrower's Wire Instructions:			
<i>If sending more than two wires, attach separate page with all wire instructions, Closing Memo, or Flow of Funds</i>			
Wire #1		Wire #2	
Currency:	See Closing Memorandum	Currency:	
U.S. or Foreign Bank Name:		U.S. or Foreign Bank Name:	
ABA/Swift/Routing #:		ABA/Swift/Routing #:	
Beneficiary Account Name:		Account Name:	
Account #:		Account #:	
For Further Credit Name:		For Further Credit Name:	
For Further Credit Acct #:		For Further Credit Acct #:	
Attention:		Attention:	
Special Instructions:		Special Instructions:	

[Note: Complete account number and routing number required – not blocked with XXXX.]

VII. Certification and Signature by Authorized Signer(s).

By signing below, Borrower authorizes JPMorgan Chase Bank, N.A. and its subsidiaries and affiliates (collectively, "Bank") to issue checks or direct fund transfers to the payees, in the amounts, and per the payment orders or other instructions ("Instructions") set forth above—or in any Addenda hereto. Borrower hereby agrees to be bound by (i) such Instructions set forth above or any Addenda hereto, or (ii) any instruction, including but not limited to such Instructions set forth above or any Addenda hereto, that is verified by the following security procedure (the "Security Procedure"), which the Borrower hereby agrees is commercially reasonable: (a) Bank determined that the instruction was given in the name of a Designated Treasury Contact; and (b) Bank verified the authenticity of the instruction in any manner using any of the contact information for any other Designated Treasury Contact. Such payments may be made by Bank, at its option with respect to each of the above payees: (i) by making advance(s) under the loan or other credit facility described above (the "Loan") or any other loan or credit facility provided by Bank to Borrower; or (ii) deducting the amounts set forth above from the checking account (described above) or any other account of Borrower that may be needed to cover the amounts set forth above. Bank may decline to make any such payment unless until (i) an instruction has been verified by the Security Procedure, and (ii) the Bank receives tax or other documents or information determined by Bank to be necessary or desirable to comply with any legal or other obligations of Bank. Borrower also acknowledges that Borrower may be responsible for paying other fees directly to third parties, such as Bank's counsel, and making other disbursements in connection with the Loan per the terms of the loan documents, and Borrower acknowledges that it shall be responsible for all tax reporting and any tax withholding on any payments made by Borrower to others. In the event of any conflict in any instruction, the ABA # and Account # shall control. Borrower agrees to indemnify and hold Bank harmless from any liability, loss, or damage, that may arise from Bank's reliance on this Agreement or any oral, written, or electronic instruction or other instruction provided to Bank by any Designated Treasury Contact or verified by the Security Procedure, except to the extent that (i) any such liability, loss, or damage, is determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Bank, or (ii) Borrower's indemnifying and holding Bank harmless is expressly prohibited by applicable law. The governing law, venue, and dispute resolution provisions of the loan documents shall apply to this Agreement. A facsimile copy or electronic copy of this Agreement shall be deemed to be an original hereof.

Dated as of January 26, 2017.

Borrower Name:	Fort Bend County	Borrower Name:	
Signature:	By: 	Signature:	
	(Authorized Signer Per Borrowing Resolution)		(Authorized Signer Per Borrowing Resolution*)
Printed Name:	Robert E. Hebert	Printed Name:	
Title:	County Judge	Title:	

*Execution by a second Authorized Signer is N/A, unless required by the Borrowing Resolution

VI. For Bank use only -
To only be used if Bank employee witnessed the execution of the LCDA/ BAQ:
 I confirm that I personally witnessed the above Authorized Signer(s) of Borrower sign the above LCDA/ BAQ on the date(s) set forth above.

Signature: _____
 Printed Name: _____
 Title: _____