

PURCHASE AGREEMENT

October 3, 2017

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

Re: \$4,952,549 Fort Bend County, Texas Tax and Revenue Certificates of Obligation, Taxable Series 2017B (QECCB) (the "Certificates")

Ladies and Gentlemen:

JPMorgan Chase Bank, N.A. and its successors or assigns (the "Purchaser"), as the provider of a loan and as the purchaser of the captioned Certificates, hereby offers to fund a loan to Fort Bend County, Texas (the "County") pursuant to the terms of, and as evidenced by, the captioned Certificates for the purpose of acquiring energy savings equipment. Upon acceptance of this offer by the County, such offer will become a binding agreement between the Purchaser and the County. This offer must be accepted by 11:59 pm, Central time, on October 3, 2017, and if not so accepted will be subject to withdrawal. Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Order (defined below).

1. Principal Amount of the Certificates. The principal amount of the Certificates shall be \$4,952,549, plus fees and expenses incurred by the County in connection with the issuance of the Certificates.

2. Terms of the Certificates.

(a) The Certificates shall mature on September 1, 2030, bearing interest from the date of execution of the Certificates at an interest rate of 3.594% per annum, subject to adjustment as set forth in subsection (b) below. Interest payments on the Certificates shall be payable commencing March 1, 2018, and semiannually on each March 1 and September 1 thereafter, while principal payments on the Certificates shall be payable commencing on September 1, 2020, and semiannually on each March 1 and September 1 thereafter. The principal amount of the Certificates shall amortize in accordance with Schedule I hereto. The Certificates are subject to optional prepayment without penalty prior to scheduled maturity, in whole or in part, in authorized denominations, on any interest payment date, on or after March 1, 2025, provided the County provides the Purchaser with at least 30 days prior written notice. The Certificates shall have such other terms and conditions as are set forth in the order authorizing the issuance of the Certificates adopted by the County's Commissioners Court on October 3, 2017 (the "Order"), including, without limitation, provisions concerning extraordinary mandatory redemption in the event that there are unspent proceeds of the Certificates on the three-year anniversary date of the issuance of the Certificates. The Purchaser acknowledges receipt prior to the date hereof of a draft of

the Order. The Certificates shall be secured by and payable from the proceeds of ad valorem maintenance taxes levied and collected by the County, as provided in the Order, and further secured by a pledge of the net revenues derived from the ownership and operation of the County's park system. The Certificates shall bear interest at a default rate upon the occurrence of an event of default, as provided in the Order. The Certificates shall be issued in authorized denominations, as provided in the Order.

(b) (i) In order to lock the interest rate for the Certificates, the County agrees that if for any reason within the County's control the County or its professionals or advisors fail to deliver any documents or payments described in clauses (a), (b), (c), (d), (e), (g), or (h) of Section 4 hereof by the Closing Date (as defined below), then the County shall pay as liquidated damages a Reinvestment Premium (as defined below) to the Purchaser, to the extent such Reinvestment Premium is payable pursuant to subpart (ii) below, within five (5) business days of the Purchaser's written request, as further described below.

(ii) A Reinvestment Premium shall be due and payable by the County if (A) exceeds (B) where (A) equals total scheduled interest payments due on the Certificates calculated at the 7-year Interest Rate Swap (mid) rate as published in Bloomberg as of October 2, 2017 (i.e. the rate lock date) and (B) equals total scheduled interest payments due on the Certificates calculated at the 7-year Interest Rate Swap (mid) rate as published in Bloomberg as of the date on which the rate lock provided by the Purchaser is broken (the "Rate Lock Breakage Date"). If (B) above is equal to or greater than (A) above, then no Reinvestment Premium is due.

(iii) "Reinvestment Premium" means an amount equal to the net present value of the difference in scheduled interest payments of (ii)(A) above less (ii)(B) above for each scheduled interest period, discounted at the 7-year Interest Rate Swap (mid) rate as published in Bloomberg as of the Rate Lock Breakage Date.

(c) Subject to the terms hereof, in the event of a breach by the Purchaser of any obligation of the Purchaser hereunder, the County may exercise any right or remedy that it has under law or in equity to enforce its privileges hereunder and to recover any damages sustained by the County as a result of Purchaser's breach.

3. Closing. At the Closing (defined below) the County shall execute and deliver the Certificates and the Purchaser shall fund the loan evidenced by the Certificates. The proceeds of the Certificates shall be made available by the Purchaser to the County at approximately 11:00 a.m. Central time, on October 31, 2017, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing" and the "Closing Date" as applicable).

4. Conditions to Closing. The Purchaser shall not have any obligation to purchase the Certificates unless the following requirements have been satisfied prior to Closing:

(a) The County's Commissioners Court shall have adopted the Order authorizing the execution and issuance of the Certificates.

(b) The Purchaser shall have received a certified copy of the Order.

(c) The Purchaser shall have received a certificate executed by an authorized representative of the County that no litigation of any nature has been filed or, to the best of his knowledge, threatened, pertaining to, affecting or contesting: (i) the issuance, delivery, payment, security or validity of the Certificates; (ii) the ability of the County or the authority of the officers of the County to issue the Certificates; or (iii) the validity of the corporate existence of the County.

(d) Allen Boone Humphries Robinson LLP, Houston, Texas shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Certificates, as well as a tax opinion in connection with the Certificates.

(e) The Certificates shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.

(f) Nothing shall have occurred prior to the Closing which in the reasonable opinion of the Purchaser has had or could reasonably be expected to have a materially adverse effect on the County's financial condition and operations as reflected in the financial statements of the County as of September 30, 2016.

(g) The County shall pay all fees, costs and expenses incurred in connection with the purchase of the Certificates, including without limitation the fees and expenses of Purchaser's Counsel not to exceed \$6,000.

(h) The County's limited tax obligations shall be rated at least "Aa1" by Moody's Investors Service, Inc., and "AA+" by Fitch Ratings Service.

(i) The County provides the Purchaser with an incumbency or signature certificate, providing verification of the signatures relating to County officers or officials signing the Certificates and related closing certificates and documents.

(j) The applicable tax credit rate on the Certificates shall be determined prior to or simultaneous with Closing.

5. Nature of Purchase:

(a) The Purchaser acknowledges that no offering document or other disclosure has been prepared in connection with the Certificates. The Purchaser is a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act of 1933, as amended), accustomed to transactions such as the Certificates. Allen Boone Humphries Robinson LLP, Houston, Texas, has not undertaken steps to ascertain the accuracy or completeness of any information furnished to the Purchaser with respect to

the County, or the Certificates, and the Purchaser has not looked to such firms for, nor have such firms made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully undertake the transaction contemplated herein. The Certificates (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the County, particularly with respect to its ability to pay tax supported obligations such as the Certificates. The Purchaser has had the opportunity to obtain information from the County regarding the financial condition of the County, and has received from the County all information that it has requested in order for it to assess and evaluate the security and source of payment for the Certificates. The Purchaser is purchasing the Certificates for its own account or for that of an affiliate as evidence of a loan to the County, and has no intention to publicly offer participations therein nor make a public distribution or sale of the Certificates. Except for a transfer to an affiliate of the Purchaser, in no event will the Purchaser (or such affiliate) transfer the Certificates, other than through participations or to a purchaser of the Certificates which is a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act of 1933, as amended).

(b) 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 Purchaser, 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 (vi) the County has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(c) The Certificates are registered in the name of the Purchaser (or an affiliate) and not through use of The Depository Trust Company (or any similar depository), and further, there will be no CUSIP number applied for or assigned to the Certificates.

(d) The County acknowledges that the Purchaser intends for the proceeds of the Certificates to be a loan for internal accounting purposes. Neither this

acknowledgement nor use of the word "Certificates" in the transaction documents is a determination, nor should it be construed as a determination, implicitly or explicitly, as to whether the Certificates are, in fact, a loan for Purchaser's internal accounting purposes or a security for purposes of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and/or accompanying SEC, MSRB, and/or FINRA rules, regulations, interpretations, or for any other purpose.

6. Financial Information: Within 180 days of the end of each such fiscal year, commencing with the fiscal year ending September 30, 2017, the County shall deliver its comprehensive annual financial report ("CAFR") for such fiscal year by email to tyrus.r.brailey@jpmorgan.com: provided, however, if the CAFR is not available within the time period specified above, the County shall provide unaudited financial information pending the delivery of the CAFR of the nature described in the Order. The Purchaser agrees to provide the County with notice promptly upon determining a new or additional email address for distribution of the financial information specified above.

7. Compliance with Anti-Corruption Laws, Sanctions Laws and Regulations: (a) The County is acting for itself and for no other person or entity (the "Person") in connection with the execution and issuance of the Certificates; (b) the County has implemented and maintains in effect policies and procedures designed to ensure compliance by the County, its subsidiaries, affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws (as defined herein) and applicable Sanctions (as defined herein), and the County, its subsidiaries, affiliates and their respective officers and employees and to the knowledge of the County its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects; (c) none of (i) the County, any subsidiary, affiliate or any of their respective directors, officers or employees, or (ii) to the knowledge of the County, any agent of the County, any subsidiary or affiliate that will act in any capacity in connection with or benefit from the execution of the Certificates, is a Sanctioned Person (as defined herein); and (d) use of proceeds or other transaction contemplated by this Purchase Agreement will not violate Anti-Corruption Laws or applicable Sanctions.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the County, its subsidiaries or affiliates from time to time concerning or relating to bribery or corruption.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

8. Compliance With Laws Prohibiting Contracts With Companies Boycotting Israel and Certain Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations.

(a) Pursuant to Chapter 2270, Texas Government Code, the Purchaser certifies that it does not boycott Israel and agrees that it will not boycott Israel through the delivery date of the Certificates; and (b) pursuant to Chapter 2252, Texas Government Code, the Purchaser certifies that it is not a company that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code. At the request of the County, Purchaser agrees to execute further written certifications as may be necessary or convenient for Issuer to establish compliance with these laws.

8. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO HEREBY WAIVES, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 PURCHASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9. No Oral Agreements. To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDER, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE CERTIFICATES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

10. Assignment. Subject to the provisions and restrictions in Section 5(a) hereof, the Purchaser may without limitation (a) at any time sell, assign, pledge or transfer all or a portion of the Certificates, or one or more interest in all or any part of the Purchaser's rights and obligations under the Certificates to one or more assignees and/or participants which may include affiliates of the Purchaser; and (b) at the Purchaser's option, disclose information and share fees with such assignees and/or participants.

11. Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Purchase Agreement by signing any such counterpart. This Purchase Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by electronic mail with a copy in portable document format or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE FOLLOWS]

[Signature page to Purchase Agreement]

If this Purchase Agreement meets with the County's approval, please execute it in the space provided below.

JPMORGAN CHASE BANK, N.A.

By: _____

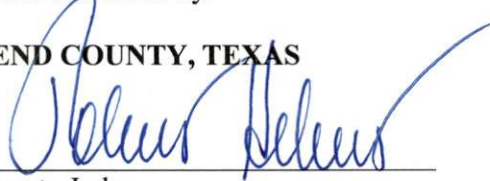
Name: _____

Title: _____

Accepted and attested to by:

FORT BEND COUNTY, TEXAS


By:



County Judge

ATTEST:

By:



County Clerk

[SEAL]



SCHEDULE I

The Certificates are scheduled to amortize according to the following schedule:

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
10/31/2017	-	\$4,952,549.00	-	-	-	\$4,952,549.00
03/01/2018	\$4,952,549.00	-	\$ 59,825.97	\$ 59,825.97	-	4,952,549.00
09/01/2018	4,952,549.00	-	88,997.31	88,997.31	-	4,952,549.00
03/01/2019	4,952,549.00	-	88,997.31	88,997.31	-	4,952,549.00
09/01/2019	4,952,549.00	-	88,997.31	88,997.31	-	4,952,549.00
03/01/2020	4,952,549.00	-	88,997.31	88,997.31	-	4,952,549.00
09/01/2020	4,952,549.00	-	285,214.31	88,997.31	\$ 196,217.00	4,756,332.00
03/01/2021	4,756,332.00	-	285,214.29	85,471.29	199,743.00	4,556,589.00
09/01/2021	4,556,589.00	-	285,214.90	81,881.90	203,333.00	4,353,256.00
03/01/2022	4,353,256.00	-	285,214.01	78,228.01	206,986.00	4,146,270.00
09/01/2022	4,146,270.00	-	285,214.47	74,508.47	210,706.00	3,935,564.00
03/01/2023	3,935,564.00	-	285,214.09	70,722.09	214,492.00	3,721,072.00
09/01/2023	3,721,072.00	-	285,214.66	66,867.66	218,347.00	3,502,725.00
03/01/2024	3,502,725.00	-	285,213.97	62,943.97	222,270.00	3,280,455.00
09/01/2024	3,280,455.00	-	285,214.78	58,949.78	226,265.00	3,054,190.00
03/01/2025	3,054,190.00	-	285,214.79	54,883.79	230,331.00	2,823,859.00
09/01/2025	2,823,859.00	-	285,214.75	50,744.75	234,470.00	2,589,389.00
03/01/2026	2,589,389.00	-	285,214.32	46,531.32	238,683.00	2,350,706.00
09/01/2026	2,350,706.00	-	285,214.19	42,242.19	242,972.00	2,107,734.00
03/01/2027	2,107,734.00	-	285,213.98	37,875.98	247,338.00	1,860,396.00
09/01/2027	1,860,396.00	-	285,214.32	33,431.32	251,783.00	1,608,613.00
03/01/2028	1,608,613.00	-	285,214.78	28,906.78	256,308.00	1,352,305.00
09/01/2028	1,352,305.00	-	285,214.92	24,300.92	260,914.00	1,091,391.00
03/01/2029	1,091,391.00	-	285,214.30	19,612.30	265,602.00	825,789.00
09/01/2029	825,789.00	-	285,214.43	14,839.43	270,375.00	555,414.00
03/01/2030	555,414.00	-	285,214.79	9,980.79	275,234.00	280,180.00
09/01/2030	280,180.00	-	285,214.83	5,034.83	280,180.00	-
Total		\$4,952,549.00	\$6,405,319.05	\$1,452,770.05	\$4,952,549.00	