

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is dated as of June 1, 2021, and is executed and delivered by Fort Bend County, Texas (the “Obligated Party”) and Zions Bancorporation, National Association, Amegy Bank Division (the “Dissemination Agent”) in connection with the issuance of \$101,175,000 Greater Texas Cultural and Educational Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project), Series 2021A (the “Series 2021A Bonds”) and \$100,000 Greater Texas Cultural and Educational Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project), Taxable Series 2021B (with the Series 2021A Bonds collectively, the “Bonds”). The Bonds are being issued pursuant to a Trust Indenture, dated as of June 1, 2021 (the “Trust Indenture”), by and between Greater Texas Cultural and Educational Facilities Finance Corporation (the “Issuer”) and Zions Bancorporation, National Association, Amegy Bank Division, as trustee (the “Trustee”).

The Bonds are being issued by the Issuer to provide monies to be loaned to CFC – Epicenter Properties LLC (the “Borrower”) pursuant to a Loan Agreement dated as of June 1, 2021 (the “Loan Agreement”), between the Issuer and the Borrower to be used by the Borrower to (i) finance the acquisition, design, construction and financing of an approximately 174,000 square feet gross floor area Epicenter Multipurpose Facilities multipurpose facility sized to accommodate seating for approximately 10,000 persons and surface parking for approximately 2,500 vehicles located near the intersection of U.S. Highway 59 and State Highway 36 in Rosenberg, Texas (the “Project”) and (iii) pay costs relating to the issuance of the Bonds. The Project is to be leased by the Borrower to the Obligated Party pursuant to a Facilities Lease Agreement, dated as of June 1, 2021 (the “Facilities Lease”), and the lease payments made by the Obligated Party to the Borrower will be utilized to pay the debt service on the Bonds.

For valuable consideration, the receipt of which is acknowledged, the Dissemination Agent and the Obligated Party covenant and agree as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Obligated Party and the Dissemination Agent for the benefit of the Bondholders (defined below) and the beneficial owners of the Bonds, and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The Obligated Party and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices, or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Indenture, the Loan Agreement, and the Lease, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the first paragraph of this Disclosure Agreement, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Obligated Party pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Bondholder” or “Holder”, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Bond and any beneficial owner thereof.

“Disclosure Representative” shall mean any person designated by the Obligated Party in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean the initial Dissemination Agent hereunder, which is Zions Bancorporation, National Association, Amegy Bank Division, or any successor Dissemination Agent designated in writing by the Obligated Party and acceptable to the Issuer and the Borrower and which has filed with the Obligated Party a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system maintained by the MSRB for purposes of the Rule.

“Generally Accepted Accounting Principles” or “GAAP” shall mean the uniform accounting and reporting procedures set forth in the opinions, pronouncements and publications of the Accounting Principles Board, the American Institute of Certified Public Accountants and the Financial Accounting Standards Board or in such other statements by such other entity as may be of general use by significant segments of the accounting profession as in effect on the date hereof.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

“Participating Underwriters” shall mean any or all of the original broker, dealer, or municipal securities dealers acting as underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

(a) The Obligated Party shall, or shall cause the Dissemination Agent to, not later than six (6) months after the end of each fiscal year of the Obligated Party, commencing with the Obligated Party’s fiscal year ending September 30, 2021, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. On or prior to said date (except that in the event the Obligated Party elects to have the Dissemination Agent file such report, five (5) Business Days prior to such date) such Annual Report shall be provided by the Obligated Party to the Dissemination Agent together with either (i) a letter authorizing the Dissemination Agent to file the Annual Report with the MSRB, or (ii) a certificate stating that the

Obligated Party has provided the Annual Report to the MSRB and the date on which such Annual Report was provided. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Obligated Party may be submitted separately from the balance of the Annual Report in accordance with Section 4 of this Disclosure Agreement. The Obligated Party shall promptly notify the Dissemination Agent of any change in the Obligated Party's fiscal year. Unless otherwise provided by law, any continuing disclosure information filed pursuant to this Disclosure Agreement shall be provided to the MSRB in an electronic format as prescribed by the MSRB, and shall be accompanied by such identifying information as prescribed by the MSRB. As of the date hereof, EMMA is the electronic format prescribed by the MSRB.

(b) If by 15 days prior to the date specified in subsection (a) above for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Obligated Party to request a report regarding compliance with the provisions governing the Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) above, the Dissemination Agent shall send a reminder notice to the Obligated Party and the Issuer and shall send a notice to the MSRB in substantially the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall file a report with the Obligated Party, the Issuer, the Borrower, and the Trustee (if the Dissemination Agent is not the Trustee) certifying that the Obligated Party has filed a report (directly or through the Dissemination Agent) purporting to be an Annual Report pursuant to this Disclosure Agreement, and stating the date it was provided (if such report was provided).

SECTION 4. Content of Annual Reports.

(a) The Obligated Party's Annual Report shall contain all quantitative financial information and operating data with respect to the Obligated Party of the general type included in the sale and offering documents for the Bonds, specifically in APPENDIX A and APPENDIX C (the financial statements of the Obligated Party) to the Official Statement for the Bonds. Any financial statements so to be provided shall be (1) prepared in accordance with Generally Accepted Accounting Principles or such other accounting principles as the Obligated Party may be required to employ from time to time pursuant to Texas law or regulation, and (2) audited, if the Obligated Party commissions an audit and the audit is completed within the period during which the Annual Report must be provided pursuant to this Disclosure Agreement. If the audit of such financial statements is not complete within such period, then the Obligated Party shall include unaudited financial statements in the Annual Report and provide audited financial statements when and if audited financial statements become available.

(b) Any or all of the items listed above may be incorporated by reference from other documents, including financial statements provided under subsection (a) above, the Official Statement for the Bonds, or other official statements of debt issues with respect to which the Obligated Party is an "obligated person" (as defined by the Rule), which have been (i) made

available to the public on the MSRB's Electronic Municipal Markets Access (EMMA) System, the current internet web address of which is www.emma.msrb.org, or (ii) filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Obligated Party shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events.

(a) The Obligated Party shall, or shall cause the Dissemination Agent to, give notice of the occurrence of any of the following Listed Events relating to the Bonds to the MSRB in a timely manner not later than ten (10) Business Days after the occurrence of any such Listed Event;

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Series 2021A Bonds, or other material events affecting the tax status of the Series 2021A Bonds;

- (7) modifications to the rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the Obligated Party;

Note to clause (12): For the purposes of the event identified in clause (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Obligated Party in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Party, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or

governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Party;

(13) the consummation of a merger, consolidation, or acquisition involving the Obligated Party or the sale of all or substantially all of the assets of the Obligated Party, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(15) incurrence of a Financial Obligation of the Obligated Party, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Party of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Party, any of which reflect financial difficulties.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any of the Listed Events set forth in subsection (a) above, contact the Disclosure Representative and inform such person of the event. "Actual knowledge" for purposes of this subsection (b) shall mean actual knowledge of an officer of the Corporate Trust Administration of the Dissemination Agent.

(c) Whenever the Obligated Party obtains knowledge of the occurrence of a Listed Event set forth in clauses (2), (7), (8) (relating to Bond calls only), (10), (13), or (14) of subsection (a) above, whether because of a notice from the Dissemination Agent pursuant to subsection (b) above or otherwise, the Obligated Party shall as soon as possible determine if such event would constitute material information for Bondholders, and if such event is determined by the Obligated Party to be material, the Obligated Party shall, or shall cause the Dissemination Agent to, give notice of such event to the MSRB not later than ten (10) Business Days after the occurrence of such event.

(d) If the Obligated Party elects to have the Dissemination Agent file notice of any Listed Event, the Obligated Party will provide the notice to the Dissemination Agent within 5 Business Days after the occurrence of the Listed Event, along with an instruction to file the notice with the MSRB.

SECTION 6. Termination of Reporting Obligation.

This Disclosure Agreement may be terminated by either party to this Disclosure Agreement upon thirty (30) days written notice of termination delivered to the other party to this Disclosure Agreement; provided that the termination of this Disclosure Agreement is not effective until (i) the Obligated Party, or its successor, enters into a new continuing disclosure agreement with a

dissemination agent who agrees to continue to provide to the MSRB and the Holders of the Bonds all information required to be communicated pursuant to the rules promulgated by the SEC or the MSRB, (ii) a nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all applicable state and federal securities laws, and (iii) notice of the termination of this Disclosure Agreement is provided to the MSRB.

The Dissemination Agent shall be fully discharged at the time any such termination is effective. Notwithstanding the foregoing, this Disclosure Agreement shall terminate (i) automatically upon payment or provisions for payment of the Bonds or (ii) when all of the Bonds are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at final maturity.

SECTION 7. The Dissemination Agent.

(a) The Obligated Party may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

(b) The Dissemination Agent, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the Issuer, the Obligated Party and the registered owners of the Bonds, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the date a successor shall have been appointed by the Obligated Party or by a court upon the application of the Dissemination Agent.

(c) In case the Dissemination Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Dissemination Agent or of its property shall be appointed, or if any public officer shall take charge of control of the Dissemination Agent, or of its property or affairs, the Obligated Party shall forthwith appoint a Dissemination Agent to act. The Obligated Party shall give or cause to be given written notice of any such appointment to the Bondholders, the Trustee (if the Trustee is not the Dissemination Agent), and the Issuer.

(d) Any company into which the Dissemination Agent may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Dissemination Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Dissemination Agent, without any further act or deed.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Obligated Party and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations, or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Agreement may be waived, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances

that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature, or status of the Obligated Party or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or SEC interpretations of the Rule, as well as any change in circumstances, (3) the Obligated Party shall have delivered an opinion of counsel, addressed to the Issuer, the Obligated Party, the Borrower, the Dissemination Agent, and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Obligated Party shall have delivered to the Issuer, the Trustee, the Borrower, and the Dissemination Agent an opinion of counsel, or a determination by a person, in each case unaffiliated with the Obligated Party (such as bond counsel) and acceptable to the Obligated Party, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Agreement pursuant to the same procedures as are required for amendments to the Trust Indenture with consent of the Holders of the Bonds pursuant to the Trust Indenture as in effect on the date of this Disclosure Agreement, and (5) the Obligated Party shall have delivered copies of such opinion(s) and amendment to the MSRB. The Dissemination Agent may rely and act upon such opinions. If the Obligated Party so amends the provisions of this Disclosure Agreement, it shall include with any amended financial information or operating data next provided in accordance with Section 4 of this Disclosure Agreement an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Obligated Party chooses to include any information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Obligated Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event. Nothing in this Disclosure Agreement shall be deemed to prevent the Dissemination Agent from providing a notice or disclosure as it may deem appropriate pursuant to any other capacity it may be acting in related to the Bonds.

SECTION 10. Default. In the event of a failure of the Obligated Party or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any of the Holders of at least 25% of the aggregate principal amount of Outstanding Bonds who have provided security and indemnity deemed acceptable to the Dissemination Agent, shall), or any party who can establish beneficial ownership of any of the Bonds, or any Bondholder may, after providing fifteen (15) days written notice to the Obligated Party to give the Obligated Party opportunity to comply within such fifteen-day period, take such actions as may be necessary and appropriate to compel performance, including seeking mandamus or specific performance by court order, in order to cause the Obligated Party to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Indenture or under the Loan Agreement, and the sole remedy available to the Dissemination Agent, any beneficial owners of the Bonds or

the Bondholders under this Disclosure Agreement in the event of any failure of the Obligated Party or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Limitations and Disclaimers. The Obligated Party undertakes to provide only the financial information, operating data, financial statements and notices that it has expressly agreed to provide pursuant to this Disclosure Agreement and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition or prospects of the Obligated Party or hereby undertake to update any information provided in accordance with this Disclosure Agreement or otherwise, except as expressly provided herein. The Obligated Party does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Obligated Party under federal and state securities laws.

UNDER NO CIRCUMSTANCES SHALL THE OBLIGATED PARTY BE LIABLE TO BONDHOLDERS OR THE BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE OBLIGATED PARTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

SECTION 12. Duties, Immunities, and Liabilities of the Dissemination Agent.

The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent that the Dissemination Agent is required under the terms of this Disclosure Agreement to report any information, it is only required to report information that it receives from the Obligated Party in the form in which it is received, and the Dissemination Agent shall be under no responsibility or duty with respect to the accuracy and content of the information which it receives from the Obligated Party. The Obligated Party agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, and agents harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or intentional misconduct. The obligations of the Obligated Party under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Unless otherwise provided by contract with the Dissemination Agent, the Obligated Party shall pay or cause to be paid to the Dissemination Agent after reasonable notice to the Obligated Party in light of the reimbursement sought to be received, reasonable reimbursement for its reasonable expenses, charges, counsel fees, and expenses and other disbursements and those of its attorneys, agents, and employees, incurred in and about the performance of its powers and duties hereunder. None of the provisions contained in this Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The obligations

of the Obligated Party under this Section to compensate the Dissemination Agent, to pay or reimburse the Dissemination Agent for expenses, disbursements, charges, and counsel fees and to indemnify and hold harmless the Dissemination Agent shall survive the termination of this Disclosure Agreement.

In no event shall the Dissemination Agent be liable for incidental, indirect, special, consequential, or punitive damages (including, but not limited to, lost profits), even if the Dissemination Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 13. Transmission of Notices, Documents, and Information. Unless otherwise required by the MSRB, all notices, documents, and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to the MSRB's Electronic Municipal Markets Access (EMMA) system, the current internet web address of which is www.emma.msrb.org.

All notices, documents, and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Obligated Party, the Trustee, the Dissemination Agent, the Borrower, the Participating Underwriters, parties who can establish beneficial ownership of the Bonds and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


SECTION 16. Notices. The parties hereto may be given notices required hereunder at the addresses set forth for them in the Loan Agreement, the Lease, or the Trust Indenture.

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SECTION 17. Applicable Law. This Disclosure Agreement shall be governed by the laws of the State of Texas, and by applicable federal laws.

OBLIGATED PARTY:

FORT BEND COUNTY, TEXAS

By: 

KP George, County Judge

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

DISSEMINATION AGENT:

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Trustee, Paying Agent and Registrar

Signature: _____

Name: _____

Title: _____

Amegy Bank Division

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

**EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT**

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Greater Texas Cultural Education Facilities Finance Corporation (the "Issuer").

Name of Bond Issue: \$101,175,000 Greater Texas Cultural Education Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project) Series 2021A and \$100,000 Greater Texas Cultural Educational Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project) Taxable Series 2021B.

Name of Obligated Party: Fort Bend County, Texas

Date of Issuance: June 23, 2021.

NOTICE IS HEREBY GIVEN that the Obligated Party has not yet provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement by and between Fort Bend County, Texas (the "Obligated Party"), and Zion Bancorporation, National Association, Amegy Bank Division (the "Dissemination Agent") dated as of June 1, 2021. The Obligated Party has informed the Dissemination Agent that the Annual Report will be filed with the Dissemination Agent by _____.

Dated: _____

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Dissemination Agent**

Signature: _____

Name: _____

Title: _____

Amegy Bank Division

cc: Obligated Party
Issuer
Lessor