

PAYING AGENT/REGISTRAR AGREEMENT

This agreement (the “Agreement”) is entered into as of March 18, 2022, by and between FORT BEND COUNTY, TEXAS (the “Issuer”) and ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a Amegy Bank Division, (the “Bank”).

RECITALS

The Issuer has duly authorized and issued its Fort Bend County, Texas, Unlimited Tax Road Refunding Bonds, Series 2014, Fort Bend County, Texas, Unlimited Tax Road and Refunding Bonds, Series 2015A, Fort Bend County, Texas, Limited Tax Refunding Bonds, Series 2015B, Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds, Series 2016A, Fort Bend County, Texas, Limited Tax and Refunding Bonds, Series 2016B, Fort Bend County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017A, Fort Bend County, Texas, Unlimited Tax Road and Refunding Bonds, Series 2018, Fort Bend County, Texas, Limited Tax Facility Bonds, Series 2019, Fort Bend County, Texas, Certificates of Obligation, Series 2020, Fort Bend County, Texas, General Obligation Refunding Bonds, Taxable Series 2020, Fort Bend County, Texas, Unlimited Tax Road Bonds, Series 2020, and Fort Bend, County, Texas Certificates of Obligation, Series 2020A (collectively, the “Obligations”);

All things necessary to make the Obligations the valid obligations of the Issuer, in accordance with their terms, were done upon the issuance and delivery thereof;

In connection with the initial issuance and delivery of the Obligations, the Issuer entered into Paying Agent/Registrar Agreements with Wells Fargo Bank, N.A. pursuant to which Wells Fargo Bank, N.A. serves as Paying Agent and Registrar for the Obligations;

Wells Fargo, and its successor, have been terminated as Paying Agent and Registrar for the Obligations, effective March 18, 2022.

The Issuer desires that the Bank serve as Paying Agent and Registrar for the Obligations commencing March 18, 2022 (the “Effective Date”) and the Issuer has appointed the Bank to serve as successor Paying Agent and Registrar for the Obligations;

The Issuer and the Bank wish to provide the terms under which the Bank will act as successor Paying Agent to pay the principal of and interest on the Obligations, in accordance with the terms thereof, and under which the Bank will act as successor Registrar for the Obligations;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Obligations commencing on the Effective Date, to pay to the Registered Owners of the Obligations, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium, if any, and interest on all or any of the Obligations.

The Issuer hereby appoints the Bank as Registrar with respect to the Obligations commencing on the Effective Date.

The Bank hereby accepts its appointment, and, commencing on the Effective Date, agrees to act as Paying Agent and Registrar.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit A hereto. The Bank reserves the right to amend the fee schedule at any time, provided the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

In consideration of the deposits of funds required to be made with the Bank by the Issuer pursuant to the provisions of the Bond Order, the Bank agrees to abide by and accept the terms hereof and of the Bond Order relating to the duties of the Paying Agent/Registrar.

ARTICLE TWO

DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means Zions Bancorporation, National Association d/b/a Amegy Bank Division, a national banking organization duly organized and existing under the laws of the United States of America.

“Bond Order” means, collectively, the orders of the Issuer dated March 4, 2014, April 14, 2015, May 10, 2016, July 18, 2017, January 23, 2018, May 14, 2019, April 7, 2020 and December 8, 2020, pursuant to which the Obligations are issued.

“Bonds” or “Obligations” means any one or all of the Fort Bend County, Texas, Unlimited Tax Road Refunding Bonds, Series 2014, Fort Bend County, Texas, Unlimited Tax Road and

Refunding Bonds, Series 2015A, Fort Bend County, Texas, Limited Tax Refunding Bonds, Series 2015B, Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds, Series 2016A, Fort Bend County, Texas, Limited Tax and Refunding Bonds, Series 2016B, Fort Bend County, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017A, Fort Bend County, Texas, Unlimited Tax Road and Refunding Bonds, Series 2018, Fort Bend County, Texas, Limited Tax Facility Bonds, Series 2019, Fort Bend County, Texas, Certificates of Obligation, Series 2020, Fort Bend County, Texas, General Obligation Refunding Bonds, Taxable Series 2020, Fort Bend County, Texas, Unlimited Tax Road Bonds, Series 2020, and Fort Bend, County, Texas Certificates of Obligation, Series 2020A

“Issuer” means Fort Bend County, Texas.

“Owner” means the Person in whose name an Obligation is registered in the Register.

“Paying Agent” means the Bank when it is performing the function of paying agent.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever.

“Register” means a register in which the Issuer shall provide for the registration and transfer of Obligations.

“Registrar” means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Bond Order.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01 Initial Delivery of Obligations. The Obligations have been initially registered and delivered to the purchaser designated by the Issuer as set forth in the respective Bond Order.

Section 3.02 Unauthenticated Obligations. The Issuer shall provide an adequate inventory of unauthenticated Obligations to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Obligations in safekeeping and will use reasonable care in maintaining such Obligations in safekeeping, which shall not be less than the care it maintains for debt securities of other government entities or corporations for which it services as registrar, or which it maintains for its own securities.

Section 3.03 Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay, to each Owner of the Obligations as shown in the Register at the close of business on the Record Date, on behalf of the Issuer the principal of, premium, if any, and interest on each Obligation in accordance with the provisions of the applicable Bond Order. If the Obligations are to be

Depository Trust Company (DTC) eligible, the Bank will comply with all eligibility requirements as outlined and agreed upon in the eligibility questionnaire.

Section 3.04 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Obligations at the dates specified in the Bond Order.

Section 3.05 Funds and Accounts. The Bank agrees to administer those funds and accounts as set forth in the applicable Bond Orders and as listed on Exhibit B.

Section 3.06 Duties of Registrar. The Bank shall provide for the proper registration of the Obligations and the exchange, replacement and registration of transfer of the Obligations in accordance with the provisions of the Bond Order. The Bank will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and currently utilizes at the time.

The Bank as Registrar hereby agrees that at any time while any Obligation is outstanding, the Owner may deliver such Obligation to the Registrar for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Obligation is to be transferred and the addresses of such persons; the Registrar shall thereupon, within not more than three (3) business days, register and deliver such Obligation or Obligations as provided in such instructions. The provisions of the Bond Order shall control the procedures for transfer or exchanges set forth herein to the extent such procedures are in conflict with the provisions of the Bond Order.

Every Obligation surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a manner satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

Section 3.07 Reports. Upon reasonable request by the Issuer (but at least monthly if so requested by the Issuer), the Bank will provide the Issuer, upon payment of the cost, if any, of reproduction a copy of the information contained in the Register. The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Obligations and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that

the Issuer may contest the subpoena, court order or other request, provided the Bank is not prohibited from providing such notice.

Section 3.08 Canceled Obligations. All Obligations surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. The Issuer may at any time deliver to the Bank for cancellation any Obligations previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Bank. All canceled Obligations held by the Bank shall be treated in accordance with the Bank's document retention policies OR disposed of pursuant to the Securities Exchange Act of 1934.

Section 3.09 Mutilated, Destroyed, Lost or Stolen Obligations.

(a) Subject to the provisions of this Section 3.09, the Issuer hereby instructs the Bank to deliver fully registered Obligations in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations as long as the same does not result in an overissuance.

(b) If (i) any mutilated Obligation is surrendered to the Bank, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then in the absence of notice to the Issuer or the Bank that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Bond Order equally and ratably with all other outstanding Obligations.

(d) Upon the satisfaction of the Bank and the Issuer that a Obligation has been mutilated, destroyed, lost, or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Obligation number on the Obligation registered with a notation in the Register that said Obligation has been mutilated, destroyed, lost, or stolen; and a new Obligation shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register, not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Obligation in lieu of or exchange for a mutilated, destroyed, lost, or stolen Obligation.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Obligations and any future substitute blanket bond for lost, stolen, or destroyed Obligations that the Bank arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Obligations by the Bank is available for inspection by the Issuer on request.

Section 3.10 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

(e) The Bank may rely and shall be protected in acting or refraining from acting upon any ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Obligations, but is protected in acting upon receipt of Obligations containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in an ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document supplied by Issuer.

(f) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(g) Anything in this Agreement to the contrary notwithstanding, in no event shall the Bank be liable for special, indirect or consequential loss or damage of any kind

whatsoever (including but not limited to lost profits), even if the Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(h) The Bank shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Bank.

(i) The Bank shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage finally adjudicated to have been directly caused by its own gross negligence or willful misconduct.

Section 3.11 Money Held by Bank. Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Obligations.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the Fund, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Obligations by virtue of actions taken in compliance with the foregoing provision.

The Bank shall deposit all moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Obligations, with such moneys in the account that exceed the deposit insurance available by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Obligations have been presented for payment and paid to the Registered Owners.

Section 3.12 Indemnification. The Issuer agrees, to the extent it legally may, to indemnify the Bank (including its directors, officers and employees) for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Bank or the termination of this Agreement.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01 May Own Obligations. The Bank, in its individual or any other capacity, may become the owner or pledgee of Obligations with the same rights it would have if it were not the Paying Agent and Registrar for the Obligations.

Section 4.02 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04 Recitals of Issuer.

(a) The recitals contained herein and in the Obligations shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner or Owners, or any other Person for any amount due on any Obligation except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 4.05 Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4.06 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.07 Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. This agreement shall not be assigned by the Bank without the prior written consent of the Issuer.

Section 4.08 Severability. If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.09 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.10 Bond Order Governs Conflicts. This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4.11 Term and Termination. This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon thirty (30) days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Obligations and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Obligations, including, but not limited to, the books of registration.

Section 4.12 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit hereunder, in either the District Court of Fort Bend County, Texas or the United States Federal District Court for the Southern District of Texas, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth herein shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the state of Texas, at the expense of the Issuer, to determine the rights of any person claiming any interest hereunder.

Section 4.13 Merger, Conversion, Consolidation or Succession. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall ipso facto be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Obligations so registered with the same effect as if such successor Bank had itself registered the Obligations.

Section 4.14 Bank Not a Trustee. This Agreement shall not be construed to require the Bank to enforce any remedy which any Registered Owner may have against the Issuer during any default or event of default under any agreement between any Registered Owner and the Issuer, including the Bond Order, or to act as trustee for such Registered Owner.

Section 4.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 4.16 Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.17 Anti-Boycott Verification. The Bank represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank (i) boycotts Israel or (ii) will boycott Israel

through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 4.18 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Section 4.19 Contract Value. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), and Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), the Bank represents that the total compensation due to the Bank pursuant to this Agreement shall not exceed \$100,000.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FORT BEND COUNTY, TEXAS

KP George
County Judge KP George

County Judge

Janna Richard
County Clerk



Zions Bancorporation, National Association

By:

Vice President, Amegy Bank Division

Address: 1801 Main Street, Suite 460
Houston, Texas 77002

EXHIBIT A
FEE SCHEDULE

EXHIBIT B

LIST OF ACCOUNTS