

## SECTION 108 GUARANTEED LOAN CUSTODIAL AGREEMENT

THIS AGREEMENT dated as of this 17th day of August, 2022, by and between Fort Bend County, Texas, a political subdivision of the State of Texas, and having an office for the conduct of business at 301 Jackson St., Richmond, Texas 77469 ("Borrower"), and Zions Bancorporation, National Association dba Amegy Bank, organized and existing under the laws of the State of Texas, and having an office for the conduct of business at 1801 Main Street, Suite 460, Houston, Texas 77002 ("Custodian"),

WITNESSETH:

WHEREAS, the Borrower will enter into a Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5308 ("Section 108 Contract") with the Secretary of Housing and Urban Development ("HUD") under the authority of section 108 of title I of the Housing and Community Development Act of 1974, as amended (the "Act"); and

WHEREAS, the Custodian is a national banking organization duly organized and existing under the laws of the United States of America; and

WHEREAS, the parties to this agreement desire to set forth the terms and conditions for the deposit and custodianship of the documents evidencing and relating to the loan to be originated under section 108 of the Act, and 24 CFR part 570, subpart M; and

WHEREAS, HUD will guarantee one or more promissory notes issued by the Borrower and numbered B-19-UC-48-0004 that together do not exceed the principal amount of \$3,384,000.00 (the "Section 108 Guaranteed Note").

NOW THEREFORE, in consideration of the mutual undertakings expressed in this agreement, the parties agree as follows:

1. The Borrower shall from time to time deliver for deposit with the Custodian certain Security Documents as required under the Section 108 Contract (collectively the "Security Documents"). For each such delivery, the Borrower shall furnish the Custodian with a listing of the Security Documents to be deposited, which listing shall be in the form set forth in the attached Security Document List & Custodial Receipt (the "Receipt" or "Receipt(s)"). In receiving Security Documents, and in maintaining any listing or providing any report or communication with respect to the Security Documents, the Custodian shall be required only to review the face of each document received to determine whether it appears regular on its face, appears to relate to the Section 108 Guaranteed Note, and appears to be a Security Document identified in the Receipt. The Custodian shall complete the Receipt(s) by inserting the date received next to each delivered Security Document. Once signed by the Custodian, the Receipt(s) shall document the Custodian's receipt(s) of the Security Documents required by the Section 108 Contract to be deposited with the Custodian. The Custodian shall maintain each original Receipt together with the Security Documents it identifies, in accordance with the storage requirements in paragraph 3.

**THIS AGREEMENT** is hereby executed on behalf of the parties as follows:

Borrower: FORT BEND COUNTY, TEXAS

By:   
(Signature)

Name: Ed Sturdivant

Title: County Auditor

Date: 8/2/2022

Custodian: ZIONS BANCORPORATION,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: Vice President, Amegy Bank Division

Date: \_\_\_\_\_

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