

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT dated as of May 9, 2023 (together with any amendments or supplements hereto, the "Agreement") is entered into by and between Fort Bend County, Texas (the "Issuer"), and Zions Bancorporation, National Association dba Amegy Bank Division as paying agent/registrar (together with any successor in such capacity, the "Bank").

WITNESSETH:

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Note, entitled "Fort Bend County, Texas, Tax Anticipation Note, Series 2023" (the "Note") in an aggregate principal amount of \$32,800,000 to be issued as a single fully registered Note;

WHEREAS, all things necessary to make the Note the valid obligation of the Issuer, in accordance with its terms, will be done upon the issuance and delivery thereof;

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

WHEREAS, 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 Note, to pay to the Registered Owner of the Note, in accordance with the terms and provisions of this Agreement and the order authorizing the issuance of the Note, the principal installments of and interest on the Note.

The Issuer hereby appoints the Bank as Registrar with respect to the Note.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar with respect to the Note.

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 upon receipt of any invoice therefor. 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 75 days prior to the date that the new fees are to become effective.

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 Amegy Bank.

“Issuer” means Fort Bend County, Texas.

“Order” means the order of the Issuer approved May 9, 2023, pursuant to which the Note is issued.

“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 or any entity whatsoever.

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

“Note” means the “\$32,800,000 Fort Bend County, Texas, Tax Anticipation Notes, Series 2023.

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

ARTICLE THREE DUTIES OF THE BANK

Section 3.01. Initial Delivery of Note.

The Note will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Order.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal installments of and interest on the Note in accordance with the provisions of the Order.

Section 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Note and the exchange, replacement and registration of the Note in accordance with the provisions of the Order. The Bank will maintain the books of registration in accordance with the Order and the Bank's general practices and procedures in effect from time to time.

Section 3.04. Reports.

The Bank will provide the Issuer reports upon request (but not more often than once each three months). The Issuer may also inspect and make copies of the information in the books of registration 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 content 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 promptly so that the Issuer may have the opportunity to contest the subpoena, court order or other request.

Section 3.05. Canceled Note.

If the Note is surrendered for payment, 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 promptly canceled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Note previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and the Note so delivered shall be promptly canceled by the Bank. Any canceled Note held by the Bank shall be destroyed and evidence of such destruction furnished to the Issuer.

Section 3.06. Reliance on Documents, Etc.

(a) The Issuer acknowledges and agrees that the Bank (i) shall be obligated only for the performance of such duties as are specifically set forth herein; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve expense or liability unless it shall have been furnished with indemnity acceptable to it; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; and (iv) may consult counsel satisfactory to it, including in-house counsel, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(b) Neither the Bank nor any of its directors, officers or employees shall be liable to anyone for any action taken or omitted to be taken by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. To the extent permitted by law, the Issuer covenants and agrees to indemnify the Bank and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Bank arising out of or in connection with the Agreement or the administration of its duties hereunder, including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss shall be caused by the Bank's negligence or willful misconduct.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

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

Section 3.07. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owner of the Note.

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 (including Ch. 2257, Texas Government Code) for the security of funds of the Issuer, including, without limitation, collateralization of any money held by the Bank in excess of Federal Deposit Insurance Corporation coverage.

Any money deposited with the Bank for the payment of the principal installments of or interest on the Note 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 Property Code do not apply to the Interest and Sinking 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 Owner of the Note by virtue of actions taken in compliance with the foregoing provision.

ARTICLE FOUR
MISCELLANEOUS PROVISIONS

Section 4.01. May Own Note.

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

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 4.03. Assignment.

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

Section 4.04. 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 4.05. Effect of Headings.

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

Section 4.06. 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.

Section 4.07. 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 4.08. 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 4.09. Order Governs Conflicts.

This Agreement and the 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 Order, the Order shall govern.

Section 4.10. Term and Termination.

(a) 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 60 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. The Issuer shall notify the registered owner of the Note of the appointment of a successor Paying Agent/Registrar in accordance with the Order. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, notes and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Note, including, but not limited to, the books of registration. An early termination of the Bank as Paying Agent/Registrar shall not become effective at such a time or in such a manner which would disrupt, delay or otherwise adversely affect the timely payment of the principal installments of and interest on the Note.

If a successor Paying Agent/Registrar is not named by the Issuer prior to the effective date of such resignation or removal, the Bank may petition a court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar.

The provisions of Section 3.06(b) shall survive the resignation or removal of the Bank or the termination of this Agreement.

(b) Any company into which the Bank may be merged or converted or with which it may be consolidated or any company resulting from the merger, conversion or consolidation to which it shall be a party or any company to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be authorized by law to perform all the duties imposed upon it by this Agreement, shall be the successor to the Bank without the execution or filing of any paper or the performance of any further act.

Section 4.11. Governing Law.

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

Section 4.12. Force Majeure.

The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

Section 4.13. Reproduction of Documents.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disks, micro-card, miniature photograph or other similar process. The parties hereto agree that any such reproduction shall be as admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of its business, and that any enlargement, facsimile or further reproduction shall likewise be admissible in evidence.

Section 4.14. Counterparts.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.

Section 4.15. Anti-Boycott Verification. The Bank represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 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 4.16. 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 4.17. Contract Value. For purposes of Section 2271.002, Texas Government Code, 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 this Agreement has a value of less than \$100,000.

[The remainder of this page intentionally left blank.]

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

FORT BEND COUNTY, TEXAS

By: *Kel George*
County Judge

Address: 301 Jackson Street, Suite 701
Richmond, TX 77469

ATTEST:

Laura Richard
County Clerk



ZIONS BANCORPORATION, NATIONAL
ASSOCIATION dba AMEGY BANK
DIVISION

By _____

Title: _____
Address: 1801 Main Street, Suite 460
Houston, TX 77002

EXHIBIT A
FEE SCHEDULE

The Bank has agreed to serve as Paying Agent and Registrar without an annual fee.