

BOND PURCHASE CONTRACT

\$103,880,000

Fort Bend County, Texas Public Facility Corporation Lease Revenue Bonds
Series 2023

November 30, 2023

KP George, President and Officers and Directors
Fort Bend County, Texas Public Facility Corporation
401 Jackson St., Suite 400
Richmond, Texas 77469

CFC - SO Training Facility, LLC
c/o
Community Finance Corporation
5049 E. Broadway Blvd., Ste 156
Tucson, AZ 85711

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the “Representative”), on behalf of itself and as representative of Blaylock Van, LLC and Hilltop Securities Inc., (collectively, the “Underwriters”) hereby offers to enter into this Purchase Contract (this “Purchase Contract”) with the Fort Bend County, Texas Public Facility Corporation (the “Issuer”) and CFC - SO Training Facility, LLC (the “Borrower”) and which, upon the Issuer’s and the Borrower’s written acceptance of this offer will be binding upon the Issuer, the Borrower and the Underwriters. This offer is made subject to the Issuer’s and the Borrower’s written acceptance hereof on or before 5:00 p.m., Central daylight saving time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon telephonic notice to the Issuer and the Borrower (promptly followed by written notice) at any time prior to the acceptance hereof by the Issuer and the Borrower.

Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Trust Indenture, the Loan Agreement or the Official Statement (each as described herein).

Section 1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties, and agreements set forth herein, the Underwriters have designated the Representative to act as their representative, and the Representative hereby represents the Underwriters and hereby agrees to purchase from the Issuer, and the Issuer hereby

agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's \$103,880,000 Fort Bend County, Texas Public Facility Corporation Lease Revenue Bonds, Series 2023 (the "Bonds").

The Bonds are being issued by the Issuer to provide moneys to be loaned, pursuant to a Loan Agreement dated as of December 1, 2023, between the Issuer and the Borrower (the "Loan Agreement") to the Borrower, whose sole member is Community Finance Corporation (the "Corporation"), an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and exempt from taxation under Section 501(a) of the Code to be used by the Borrower to (a) finance, refinance, and/or refund certain costs for the site improvement, design, development, construction, repair, renovation, furnishing, and/or equipment for a branch office buildings, including County Sheriff's offices, holding cells, and dispatch, County Emergency Medical Services facilities, and a regional certified Level-1 law enforcement training facility in the County (the "Project"), on approximately 30 acres of land (the "Site") located in the City of Rosenberg, Texas, to be leased to Fort Bend County, Texas (the "County"), a political subdivision of the State of Texas (the "State") pursuant to the Facilities Lease (defined herein); and (b) pay other costs relating to the issuance of the Bonds.

The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Trust Indenture by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"), dated as of December 1, 2023 (the "Trust Indenture"). The issuance of the Bonds has been authorized by a resolution (the "Resolution") of the Board of Directors of the Issuer.

The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of Loan Payments derived by the Issuer under the Loan Agreement. The obligations of the Borrower under the Loan Agreement are evidenced by a promissory note (the "Promissory Note"). The Promissory Note is in an amount equal to the principal amount of the Bonds. The Bonds are secured by a transfer, pledge and assignment of, and a grant of a security interest in the Trust Estate to the Trustee in favor of the owners of the Bonds, as provided in the Trust Indenture, and delivered to the Issuer in connection with the Facilities Lease Agreement, dated as of December 1, 2023 (the "Facilities Lease"), between the Borrower and the County for lease of the Project to the County. The Bonds are further secured by a Deed of Trust executed as of December 21, 2023 (the "Deed of Trust"), pursuant to which the Issuer will assign certain of its right, title, and interest in the Facilities Lease, the Rental Payments thereunder, and the Project to the Trustee, for the benefit of the owners of the Bonds. The obligation of the County to make Rental Payments under the Facilities Lease is an unsecured obligation of the County, subject to annual appropriation by its Commissioners' Court.

The principal amounts of the Bonds to be issued, the dated date, the maturities, the redemption provisions, if any, and the yields per annum are set forth in the Official Statement described herein.

The purchase price for the Bonds shall be \$112,062,418.42 (representing the par amount of the Bonds plus a premium of \$8,641,502.85 and less an underwriting discount of \$459,084.43), with no accrued interest on the Bonds.

Inasmuch as this purchase and sale represents a negotiated transaction the Issuer and the Borrower each acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Issuer and the Borrower and the Underwriters; (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters have been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer or the Borrower; (iii) the Underwriters have not assumed any advisory or fiduciary responsibilities in favor of the Issuer or the Borrower with respect to the offering described in the Official Statement or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or is currently providing other services to the Issuer or the Borrower, on other matters) and the Underwriters have no obligation to the Issuer or the Borrower with respect to the offering described herein except the obligations expressly set forth in this Purchase Contract; (iv) the Issuer and the Borrower have consulted their own legal, financial, and other advisors to the extent they deemed it appropriate concerning the offering, sale, and delivery of the Bonds; and (v) the Underwriters have provided to the Issuer and the Borrower prior disclosures under Rule G-17 of Municipal Securities Rulemaking Board (the "MSRB"), which have been received by the Issuer and the Borrower.

Section 2. Public Offering. The Underwriters agree to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering prices (or yields not less than the reoffering yields) set forth on the inside cover of the Official Statement and may, subject to the provisions of Section 10 hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 10 hereof, the Underwriters also reserve the right to: (a) over-allot or effect transactions that stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (b) discontinue such stabilizing, if commenced, at any time without notice; provided, however that no such actions shall affect the certification of the original issue price of the Bonds as provided below. Subject to the provisions of Section 10 hereof, after the initial public offering, the Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on the inside cover of the Official Statement.

Section 3. The Official Statement.

(a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated November 20, 2023 (the "Preliminary Official Statement"), in a "designated electronic format," as defined in the MSRB's Rule G-32 ("Rule G-32"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Bonds, which will be (i) dated the date of this Purchase Contract; (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "Rule"); (iii) in a "designated electronic format"; and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "Official

Statement.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities (which may be in electronic format) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use in connection with the public offering, sale, and distribution of the Bonds by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement has been deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer consents to and ratifies the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s and Borrower’s acceptance of this Purchase Contract (but in any event not later than seven business days after the Issuer’s and the Borrower’s acceptance of this Purchase Contract) and in sufficient time to accompany any confirmation that requests payment from any customer the Official Statement in a “designated electronic format” which is complete as of the date of its delivery to the Underwriters, as well as the number of printed Official Statements in such quantity as the Underwriters shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) If, after the date of this Purchase Contract to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule); and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer or the Borrower become aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein, in light of the circumstances under which they were made, or necessary to make the statements therein, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer or the Borrower, as appropriate, will notify the Underwriters (and for the purposes of this clause will provide the Underwriters with such information as the Underwriters may from time to time reasonably request), and if, in the reasonable opinion of the Underwriters, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer’s, or the Borrower’s own expense, as appropriate, (in a form and manner approved by the Underwriters), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented

will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriters may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, in a “designated electronic format” consistent with the requirements of Rule G-32.

(e) The Underwriters hereby agree promptly to file the Official Statement with the MSRB through its Electronic Municipal Market Access system on or before the date of Closing. Unless otherwise notified in writing by the Underwriters, the Issuer shall assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

Section 4. Representations, Warranties and Covenants of the Issuer. For purposes of this Purchase Contract the term “Issuer Documents” means the Resolution, the Trust Indenture, the Loan Agreement, the Bonds, this Purchase Contract, the Deed of Trust, and any other documents executed by the Issuer relating to the Bonds.

The Issuer hereby represents and warrants to and covenants with the Underwriters and the Borrower that:

(a) the Issuer is a nonprofit public corporation and instrumentality of the County, formed on behalf of the County on May 22, 2023, pursuant to the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the “Act”), and an order of the Commissioners Court of the County. The Issuer was formed for the purposes of (i) assisting the County in financing, refinancing, or otherwise assisting in the acquisition of public facilities (as now or hereafter defined by the Act); (ii) authorizing the County to issue to or in favor of the Issuer, obligations of the County issued or incurred in accordance with existing law; and (iii) financing or providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of public facilities of the County;

(b) by all necessary official action of the Issuer prior to or concurrently with the acceptance of this Purchase Contract, the Issuer has duly authorized all necessary action to be taken by it for (i) the passage of the Resolution and the issuance and sale of the Bonds; (ii) the approval, execution, and delivery of, and the performance by, the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents; and (iii) the consummation by it of all other transactions described in the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered, and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein;

(c) the Issuer Documents constitute legal, valid, and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to principles of

governmental immunity, bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and the exercise of judicial discretion in accordance with general principles of equity; the Bonds, when issued, delivered, and paid for, in accordance with the Resolution and this Purchase Contract, will constitute legal, valid, and binding obligations of the Issuer entitled to the benefits of the Resolution and enforceable in accordance with their terms, subject to principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and the exercise of judicial discretion in accordance with general principles of equity;

(d) to the best of its knowledge, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law, or administrative regulation relating to the power of the Issuer to borrow money or otherwise obtain credit of the State of Texas (the "State") or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, order, agreement, or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject that would have a material adverse effect on the financial condition or operations of the Issuer, and no event which would have a material adverse effect upon the business or financial condition of the Issuer has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents, and the passage of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, order, agreement, or other instrument relating to the power of the Issuer to borrow money or otherwise obtain credit to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, passage, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the Issuer's property, except as provided by the Bonds and the Resolution;

(e) Except for the approval of the Attorney General of the State, which the Issuer shall receive prior to the delivery of the Bonds, all authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained or will be obtained prior to Closing, except for such approvals, consents, and orders as may be required under the blue sky or securities laws of any jurisdiction in which Bonds are sold in the initial public offering by the Underwriters in connection with the offering and sale of the Bonds;

(f) except as disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court,

government agency, public board, or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, or the tax-exempt status of the interest on the Bonds, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the passage of the Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents; provided, however, that for all purposes of this Purchase Contract and any representation, warranty, or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system;

(g) as of the date thereof and hereof and with respect to the Issuer, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) at the time of the Issuer’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 3(d) of this Purchase Contract) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement, with respect to the information relating to the Issuer, does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(i) if the Official Statement is supplemented or amended pursuant to Section 3(d) of this Purchase Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended, with respect to the Issuer, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(j) the Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Underwriters may reasonably request at the sole expense of the Underwriters (i) to (A) qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate; and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions;

and (ii) to continue such qualifications in effect for so long as required for the distribution of the Bonds (provided, however that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriters in a timely manner of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(k) prior to the Closing, the Issuer will not offer or issue any bonds, notes, or other obligations for borrowed money or take action to incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior written approval of the Representative;

(l) any certificate, signed by any officer of the Issuer authorized so to do in connection with the transactions described in this Purchase Contract, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein;

(m) the Issuer covenants that between the date hereof and the Closing it will not take any actions which will cause the representations and warranties made in this Section to be untrue in any material respect as of the Closing; and

(n) the Issuer is not in default under any undertakings with respect to continuing disclosure requirements designed to comply with the Rule in connection with any issue of municipal securities.

By delivering an executed or conformed copy of the Official Statement to the Underwriters as set forth in Section 8(i)(1) of this Purchase Contract, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

Section 5. Representations, Warranties, and Agreements of the Borrower. For purposes of this Purchase Contract the term “Borrower Documents” means the Loan Agreement, the Facilities Lease, this Purchase Contract, and any other documents executed by the Borrower relating to the Bonds.

The Borrower represents, warrants, and agrees with the Underwriters and the Issuer as follows:

(a) The Borrower is a single-member Arizona limited liability company, the sole member of which is the Corporation authorized to do business in the State. The Borrower is treated as a “disregarded entity” of the Corporation for federal income tax purposes, meaning that its activities are deemed to be those of the Corporation. The Corporation is an organization described in section 501(c)(3) of the Code, exempt from federal income tax under section 501(a) of the Code (except from unrelated business income tax imposed pursuant to section 511 of the Code).

(b) By all necessary action, the Borrower has duly authorized and approved the execution and delivery of the Borrower Documents, and the performance by the Borrower of the obligations in connection with the issuance of the Bonds on its part contained in the Borrower Documents and the consummation by it of all other transactions contemplated by the Trust Indenture, the Official Statement, and the Borrower Documents in connection with the issuance of the Bonds.

(c) On the Closing Date, the Borrower Documents will constitute the valid, legal, and binding obligations of the Borrower (assuming due authorization, execution, and delivery by the other respective parties thereto, where necessary), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability affecting the enforcement of creditors' rights and to general principles of equity, regardless of whether such enforceability is considered in equity or in law.

(d) Between the date of this Purchase Contract and the date which is 25 days after the Closing Date, the Borrower shall promptly notify the Underwriters of the institution of any action, suit, proceeding, inquiry, or investigation, of which it becomes aware, seeking to prohibit, restrain, or otherwise restrict the issuance of the Bonds, the execution, delivery and performance by the Borrower of the Borrower Documents or the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) The information relating to the Borrower contained in the Preliminary Official Statement and the Official Statement or incorporated by reference in the Preliminary Official Statement and the Official Statement or otherwise supplied in writing by the Borrower for inclusion therein, to the best of the Borrower's knowledge, does not contain any untrue statement of a material fact and, to the best of the Borrower's knowledge, does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

If between the date of this Purchase Contract and the date which is 25 days after the Closing Date an event occurs that is known to the Borrower that would cause the Preliminary Official Statement or the Official Statement, (as such information pertains to the Borrower) to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Borrower shall promptly notify the Underwriters and the Issuer and, if in the opinion of the Underwriters such event requires an amendment of or supplement to the Official Statement, the Borrower, at the expense of the Borrower, will cause the amendment or supplementing of the Official Statement in a form and manner approved by the Issuer and the Underwriters; provided, however, if such event shall occur on or prior to the Closing Date, the Underwriters, in its sole discretion, shall have the right to terminate its obligations hereunder by written notice to the Issuer and the Borrower, and the Underwriters shall have no obligation to purchase and pay for the Bonds.

(f) To the knowledge of the Borrower, after due and diligent inquiry, as of the date hereof, the Borrower is not in any material respect in violation of, breach of or default under any applicable constitutional provision or law of any state or of the United States, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note, agreement (including, without limitation, the Borrower Documents), or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound, which violation or breach of or default would have a material adverse effect upon the transactions contemplated by this Purchase Contract, and to the knowledge of the Borrower no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instruments; and the execution and delivery of the Borrower Documents, and compliance with the provisions on the Borrowers' part contained therein, do not and will not conflict with or constitute on the part of the Borrower a violation or breach of or default under any constitutional provision or law of any state or of the United States, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note, agreement (including, without limitation, the Borrower Documents), or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound which breach or default would have a material adverse effect upon the transactions contemplated by this Purchase Contract, nor will any such execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or under the terms of any such law, regulation, or instrument, except as provided by the Bonds or the Borrower Documents provided, however, that the Borrower makes no representation or warranty with respect to compliance with applicable state securities or blue sky laws or the registration of the Bonds or the Promissory Note under the Securities Act of 1933, as amended, or the qualification of the Trust Indenture under the Trust Indenture Act of 1939, as amended.

(g) All consents, approvals, authorizations, and orders of or filings or registrations with any governmental authority, board, agency, or commission of any state or of the United States having jurisdiction required in connection with, or the absence of which would materially adversely affect, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder have been or will be obtained prior to the Closing Date and are or will be in full force and effect prior to the Closing Date; provided, however, that the Borrower makes no representation or warranty with respect to compliance with applicable state securities or blue sky laws or the registration of the Bonds or the Promissory Note under the Securities Act of 1933, as amended, or the qualification of the Trust Indenture under the Trust Indenture Act of 1939, as amended.

(h) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal, or other, pending or, to the knowledge of the Borrower, threatened against the Borrower, affecting the existence of the Borrower, or the

titles of their officers executing this Purchase Contract, involving the Project in any material respect or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds or the financing of the Project, or in any way contesting or affecting as to the Borrower, the validity or enforceability of the Act, the Bonds, any Borrower Document, or the execution and delivery or adoption by the Borrower of any Borrower Document, the tax-exempt status of the interest on the Bonds, or any proceedings of the Borrower taken with respect to the sale, execution, or delivery thereof, or the application of any moneys or security provided for the payment of the Bonds, or in any way contesting or challenging the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or the powers of the Borrower or its authority with respect to the Borrower Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Borrower, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Borrower's financial condition or operations or the validity of the authorization, execution, delivery or performance by the Borrower of any Borrower Document.

(i) The Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use commercially reasonable efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Borrower shall not be required to register as a dealer or broker of securities or execute a general or special consent to service of process or qualify to do business in any jurisdiction where it is not now so subject.

(j) Any certificate signed by the Borrower and delivered to the Underwriters or the Issuer pursuant to the Trust Indenture or the Borrower Documents shall be deemed a representation and warranty by the Borrower to the Underwriters and the Issuer as to the statements made therein.

(k) The Borrower shall honor all other covenants of the Borrower contained in the Borrower Documents; provided, however, that nothing herein shall be deemed to alter the non-recourse nature of any covenants which are, under the terms of the Borrower Documents, without recourse to the Borrower.

(l) The Borrower is not in default under any undertakings with respect to continuing disclosure requirements designed to comply with the Rule in connection with any issue of municipal securities.

The execution and delivery of this Purchase Contract by the Borrower shall constitute a representation to the Underwriters that the representations and warranties contained in this Section are true as of the date hereof.

Section 6. Reserved.

Section 7. Closing.

(a) At 10:00 a.m., Central time, on December 21, 2023, or at such other time and date as shall have been mutually agreed upon by the Issuer, the Borrower, and the Representative (the “Closing”), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to or at the direction of the Representative duly executed and authenticated, together with the other documents hereinafter mentioned, and the Representative will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract by wire transfer payable in immediately available funds to the order of the Issuer or as otherwise directed by the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Trustee, or such other place as shall have been mutually agreed upon by the Issuer, the Borrower and the Representative.

(b) Delivery of the Bonds shall be made through DTC utilizing the book-entry-only system. The Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Trust Indenture and shall be made available to the Underwriters at least one business day before Closing for purposes of inspection (i) at the offices of DTC; or (ii) at the offices of the Trustee, if the definitive Bonds are to be held in safekeeping for DTC by the Trustee pursuant to DTC’s FAST System.

Section 8. Closing Conditions. The Representative on behalf of itself and the Underwriters, has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Issuer and the Borrower contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer and the Borrower of their obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the Issuer and the Borrower of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer and the Borrower, as applicable, of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriters unless waived by the Representative:

(a) the representations and warranties of the Issuer and the Borrower contained herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) the Issuer and the Borrower shall have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it prior to or at the Closing;

(c) at the time of the Closing: (i) the Issuer Documents, the Borrower Documents, and the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may be agreed to by the Issuer, the Representative and the Borrower, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Issuer, the Representative and the Borrower; (ii) the net proceeds of the sale of the Bonds shall be deposited for application as described in the Official Statement and the Trust Indenture; and (iii) all actions of the Issuer and the Borrower required to be taken by them shall be performed in order for Hunton Andrews Kurth LLP (“Bond Counsel”), Haynes & Boone LLP (“Disclosure Counsel”) and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) at the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative and the Borrower;

(e) at or prior to the Closing, the Resolution shall have been duly passed, the Bonds shall have been duly executed and delivered by the Issuer, and the Issuer shall have duly executed and delivered the Bonds and the Trustee shall have duly authenticated the Bonds;

(f) at the time of the Closing, there shall not have occurred any change in the financial condition or in the revenues or operations of the Issuer or the Borrower from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement;

(g) the Issuer and the Borrower shall not currently be in default with respect to the payment of principal or interest when due on any of their outstanding obligations for borrowed money;

(h) all steps to be taken, all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Underwriters, Bond Counsel, and to counsel for the Underwriters; and

(i) at or prior to the Closing, the Underwriters shall have received one copy of each of the following documents:

1. the Official Statement, and each supplement or amendment thereto, if any, and the reports and audits referred to or appearing in the Official Statement;
2. the Resolution;

3. the resolution of the Commissioners' Court of the County authorizing the Facilities Lease and authorizing various other matters in connection therewith;

4. the Trust Indenture, the Loan Agreement and related Promissory Note, the Facilities Lease, the Deed of Trust, and the Continuing Disclosure Agreement;

5. the Development Agreement, the Design Services Agreement, the Construction Contract, the Payment & Performance Bond, the Guaranteed Maximum Price Contract;

6. the approving opinion of the Attorney General and the registration certificates of the Comptroller in respect to the Bonds;

7. the approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;

8. a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters substantially in form attached hereto as Exhibit B;

9. an opinion, dated the date of the Closing and addressed to the Underwriters, of Holland & Knight LLP and Levi Benton & Associates PLLC, counsel to the Underwriters, substantially in form attached hereto as Exhibit C;

10. an opinion dated the date of the Closing of Lewis Roca Rothgerber & Christie LLP, counsel to the Borrower, substantially in form attached hereto as Exhibit D;

11. an opinion dated the date of the Closing of Jeb Brown Law, local counsel to the Borrower, substantially in form attached hereto as Exhibit E;

12. an opinion dated the date of the Closing of Hunton Andrews Kurth LLP, counsel to the County, substantially in form attached hereto as Exhibit F;

13. a certificate, dated the Closing Date and signed on behalf of the Issuer, to the effect that: (A) the Issuer has not received notice of any pending, nor to the Issuer's actual knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Issuer, at law or in equity, by or before any court, public board or body, affecting the existence of the Issuer or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way materially adversely affecting or questioning (1) the use of the Official Statement; (2) the use of the proceeds of the Bonds; (3) the validity or enforceability of the Bonds, any proceedings of the Issuer taken with respect to the Bonds or any of the Issuer Documents; (4) the tax-exempt status of the interest on the Bonds; (5) the accuracy or completeness of the Official Statement under the headings "THE PARTICIPANTS-The Issuer" and "NO LITIGATION" (but only as to information under such caption relating to the

Issuer); (6) the execution and delivery by the Issuer of the Issuer Documents or the Bonds; or (7) the power of the Issuer to carry out the transactions on its part contemplated in the Issuer Documents; (B) to the best knowledge and belief of the persons signing the certificate, the sections of the Official Statement under the headings “THE PARTICIPANTS-The Issuer” and “NO LITIGATION” (as to the Issuer) do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and (C) the Issuer has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Issuer contained herein and in each of the Issuer Documents are true and correct as of the Closing Date;

14. a certificate, dated the Closing Date and signed on behalf of the Borrower, to the effect that: (A) the Borrower has not received notice of any pending, nor to the Borrower’s actual knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Borrower, at law or in equity, by or before any court, public board or body, affecting the existence of the Borrower or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way materially adversely affecting or questioning (1) the use of the Official Statement; (2) the use of the proceeds of the Bonds; (3) the validity or enforceability of the Bonds, any proceedings of the Borrower taken with respect to any of the Borrower Documents; (4) the tax-exempt status of the interest on the Bonds; (5) the accuracy or completeness of the Official Statement under the headings “THE PARTICIPANTS-The Borrower” and “NO LITIGATION” (but only as to information under such caption relating to the Borrower); (6) the execution and delivery by the Borrower of the Borrower Documents; or (7) the power of the Borrower to carry out the transactions on its part contemplated in the Borrower Documents; (B) to the best knowledge and belief of the persons signing the certificate, the sections of the Official Statement under the headings “THE PARTICIPANTS-The Borrower” and “NO LITIGATION” (as to the Borrower) do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and (C) the Borrower has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Borrower contained herein and in each of the Borrower Documents are true and correct as of the Closing Date;

15. a certificate, dated the Closing Date and signed on behalf of the County, to the effect that: (A) the County has not received notice of any pending, nor to the County’s actual knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the County, at law or in equity, by or before any court, public board or body, affecting the existence of the County or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way materially

adversely affecting or questioning (1) the use of the Official Statement; (2) the use of the proceeds of the Bonds; (3) the validity or enforceability of the Bonds, any proceedings of the County taken with respect to any of the County Documents; (4) the tax-exempt status of the interest on the Bonds; (5) the accuracy or completeness of the Official Statement under the headings "THE PARTICIPANTS-The County" "THE PROJECT," "PLAN OF FINANCING," "NO LITIGATION," (but only as to information under such caption relating to the County) "APPENDIX A;" (6) the execution and delivery by the County of the County Documents; or (7) the power of the County to carry out the transactions on its part contemplated in the County Documents; (B) to the best knowledge and belief of the persons signing the certificate, the sections of the Official Statement under the headings "THE PARTICIPANTS-The County," "THE PROJECT," "PLAN OF FINANCING," "NO LITIGATION" (but only as to information under such caption relating to the County), "APPENDIX A" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and the County has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the County contained herein and in each of the County Documents true and correct as of the Closing Date;

16. the Tax Certificate of the Issuer and the Borrower and related Form 8038-G;

17. any other certificates and opinions required for the issuance of the Bonds;

18. evidence satisfactory to the Underwriters of a rating assigned to the Bonds of "Aa2" by Moody's Investor Services, Inc. and of "AA" by Fitch Ratings, and that said rating is in effect as of the date of the Closing;

19. a copy of The Depository Trust Company Blanket Issuer Letter of Representations;

20. the Unanimous Written Consent of each of the Borrower and the Corporation authorizing the Borrower Documents and various other matters in connection therewith; and

21. such additional legal opinions, certificates, instruments, and other documents as the Underwriters or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's and the Borrower's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer and Borrower on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by them.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriters.

If the Issuer or the Borrower shall be unable to satisfy, or cause the satisfaction of, the conditions to the obligations of the Underwriters to purchase, accept delivery of, and pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of, and pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters, the Issuer nor the Borrower shall be under any further obligation hereunder.

Section 9. Termination. The Underwriters shall have the right to terminate this Purchase Contract and cancel its obligation to purchase the Bonds if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Bonds shall be materially adversely affected in the reasonable judgment of the Underwriters by the occurrence of any of the following (each, a “Termination Event”):

(a) legislation shall be introduced in or enacted (or a resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release, or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(b) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized so to do;

(c) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital of, the Underwriters;

(d) any amendment to the federal Constitution or State constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the validity or enforceability of the levy of sales and use taxes to pay principal of and interest on the Bonds;

(e) any event or circumstance shall have occurred or exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(f) the United States shall have become engaged in new hostilities that did not exist prior to the date hereof which have resulted in a declaration of war or a national emergency or there shall have occurred any new outbreak or escalation of hostilities or terrorist act or a national or international calamity or crisis, financial or otherwise provided that any such event has, in the sole judgment of the Underwriters, reasonably exercised, had an adverse effect on the ability of the Underwriters to deliver or enforce contracts for the sale of the Bonds on the date of the Closing;

(g) any fact or event shall exist or have existed that, in the Representative's judgment, reasonably exercised, requires or has required an amendment of or supplement to the Official Statement and the Issuer has failed to cause the amendment or supplementing of the Official Statement in compliance with this Purchase Contract;

(h) there shall have occurred any downgrading, or any notice shall have been given of (i) any intended or potential downgrading, or (ii) any review or possible change that indicates a downgrade in the rating accorded to the Bonds or any other securities secured by the Borrower's obligations;

(i) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency, or commission with jurisdiction over the matter; provided, however, that such prohibition is not caused by any action of, or failure to act by, the Underwriters;

(j) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(k) a material disruption in securities settlement, payment, or clearance services affecting the Bonds shall have occurred;

(l) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, Underwriters shall have been established by the New York Stock Exchange, the Securities Exchange Commission ("SEC"), any other federal or State agency or the Congress of the United States, or by Executive Resolution;

(m) a decision by a court of the United States shall be rendered, or a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering, or sale of the Bonds, including the underlying obligations as described in this Purchase Contract or in the Official Statement, or any document relating to the issuance, offering, or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the 1933 Act, the Securities Exchange Act of 1934, and the Trust Indenture Act; or

(n) there shall have occurred any change which, in the reasonable judgment of the Representative, makes unreasonable or unreliable any of the assumptions upon which (i) the calculation of yield for purposes of section 103 of the Code, (ii) the payment of debt service on the Bonds, or (iii) the basis for the exemption of interest on the Bonds from federal income taxation, is predicated.

Upon the occurrence of a Termination Event and the termination of this Purchase Contract by the Representative, all obligations of the Issuer and the Underwriters under this Purchase Contract shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth herein.

Section 10. Establishment of Issue Price. Notwithstanding any provision of this Purchase Contract to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) The Representative agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price certificate” or similar certificate, with the supporting pricing wire(s) or equivalent communications, in a form substantially similar to the certificate attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Representative shall report to the Issuer the price or prices at which the Representative has sold to the public each separate CUSIP Number within a maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly, but no more than three business days, report to the Issuer the prices at which the Bonds of that maturity have been sold by the Representative to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Representative confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule II sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Representative will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth business day after the sale date; or
- (ii) the date on which the Representative have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer when the Representative have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wire(s); and (ii) in the event that the Representative is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wire(s). The Issuer further acknowledges that the Representative shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that the Representative shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that any selling group agreement and each retail distribution agreement (to which the Representative are a party) relating to the initial sale of the Bonds to the public, together with the related pricing wire(s), contains or will contain language obligating the Representative, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each

maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public; and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wire(s), and

(e) The Representative acknowledges that sales of any Bonds to any person that is a related party to the Representative shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section:

(i) “public” means any person other than an Representative or a related party;

(ii) “Underwriters” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Representative to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to a Representative if the Representative and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 11. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer and the Borrower, respectively, shall pay, any expenses incident to the performance of the Issuer’s, or the Borrower’s obligations hereunder, including, but not limited to: (i) the cost of preparation and printing of the Bonds; (ii) the fees and disbursements of Bond Counsel, the Issuer’s financial advisor, counsel to the Borrower, counsel to the County, counsel to the Trustee, and counsel to the Underwriters; (iii) the fees and disbursements of any engineers, accountants, and other experts, consultants, or advisers retained by the Issuer, the Borrower, or the County; (iv) the fees for bond ratings for the Bonds; (v) the costs of preparing, printing, and mailing the Preliminary Official Statement and the Official

Statement; (vi) the fees and expenses of the Trustee; (vii) advertising expenses (except any advertising expenses of the Underwriters); (viii) the out-of-pocket, miscellaneous, and closing expenses; and (ix) any other expenses mutually agreed to by the Issuer, the Borrower, the County and the Underwriters to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

(b) The Underwriters shall pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all other expenses incurred by the Underwriters in connection with the public offering of the Bonds.

Section 12. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Fort Bend County, Texas Public Facility Corporation, 301 Jackson St., Suite 701, Richmond, TX 77469 Attention: Ed. Sturdivant; any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Raymond James & Associates, Inc., 5847 San Felipe, Suite 4025, Houston, Texas 77057, Attention: Deborah S. Jones; and any notice or other communication to be given to the Borrower under this Purchase Contract may be given by delivering the same in writing to, CFC – SO Training Facility, LLC, c/o Community Finance Corporation; 5049 E. Broadway Blvd, Suite 156, Tucson, AZ 85711, Attention: Gary Molenda.

Section 13. Parties in Interest. This Purchase Contract as heretofore specified shall constitute the entire agreement among the Issuer, the Borrower and the Underwriters and is made solely for the benefit of the Issuer, the Borrower and the Underwriters (including successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. This Purchase Contract may not be assigned by the Issuer, the Borrower or the Underwriters without the other parties prior written consent. All of the Issuer's and the Borrower's representations and warranties contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriters; (b) delivery of and payment for the Bonds pursuant to this Purchase Contract; or (c) any termination of this Purchase Contract.

Section 14. No Boycott of Israel (H.B. 89 85th Texas Legislature). To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Underwriters and the Borrower hereby verify that the Underwriters and the Borrower do not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 15. Senate Bill 252 Certification. The County has caused, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, a review of the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and said review ascertained that the Underwriters and the Borrower are not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Section 16. Form 1295. Submitted prior to the date hereof (or herewith) is a completed and notarized Form 1295 (a “Form 1295”) for the Underwriters and the Borrower, Form 1295 has been generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC. The Underwriters and the Borrower understand and agree that neither the Issuer nor its consultants are responsible for the information contained in the Form 1295 and neither the Issuer nor its consultants have verified such information.

Section 17. Effectiveness. This Purchase Contract shall become effective upon the acceptance hereof by all of the Issuer, the Borrower, and the County and shall be valid and enforceable at the time of such acceptance.

Section 18. Choice of Law. This Purchase Contract shall be governed by and construed in accordance with the laws of the State.

Section 19. Severability. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any constitution, statute, rule, or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

Section 20. No Personal Liability. None of the members of the Board of Directors, or any officer, agent or employee of the Issuer, or any officers or officials or any agent or employee of the Borrower or the County shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Purchase Contract, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Purchase Contract.

Section 21. Business Day. For purposes of this Purchase Contract, “business day” means any day on which the New York Stock Exchange is open for trading.

Section 22. Section Headings. Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

Section 23. Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[Remainder of page intentionally left blank]

If the Issuer agrees with the foregoing, please sign the enclosed counterpart of this Purchase Contract and return it to the Representative. This Purchase Contract shall become a binding agreement among the Issuer, the Borrower and the Representative when at least the counterpart of this Purchase Contract shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RAYMOND JAMES & ASSOCIATES, INC.

By  _____
Name: Ashley Jones
Title: Director

ACCEPTED AND AGREED to as of the date hereof at 04:25 p.m. November 30th , 2023.

FORT BEND COUNTY, TEXAS PUBLIC
FACILITY CORPORATION

By 

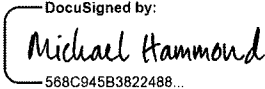
Name Robert E. Sturdivant

Title County Auditor

ACCEPTED AND AGREED to as of the date hereof at __:__ p.m. November __, 2023.

CFC – SO Training Facility, LLC, a
Arizona limited liability company

By: Community Funding Corporation, a
Arizona nonprofit corporation, its sole member

By  _____
568C945B3822488...

Michael Hammond
Name _____

President
Title _____

EXHIBIT A

CERTIFICATE OF REPRESENTATIVE

The undersigned hereby certifies with respect to the sale of FORT BEND COUNTY, TEXAS PUBLIC FACILITY LEASE REVENUE BONDS (Series 2023 (the “Bonds”), as follows:

1. The undersigned, on behalf of itself, Blaylock Van, LLC and Hilltop Securities, is a duly authorized representative of Raymond James and Associates, Inc. (the “Representative”) that purchased the Bonds from Fort Bend County, Texas Public Facility Corporation (the “Issuer”), pursuant to that Purchase Contract, dated November 30, 2023, and entered into by the Issuer, CFC - SO Training Facility, LLC (the “Borrower”) and the Representative. In this capacity, I am familiar with the facts stated herein and am duly authorized to execute and deliver this certificate.

2. The Representative has made a bona fide offering to the public of all the Bonds of each Maturity at the respective initial offering prices (the “Initial Offering Prices”) set forth in the pricing wire attached hereto as Schedule I. The Initial Offering Prices are the first prices at which at least 10% of each maturity of the Bonds was sold to the public.

3. As of the date hereof, other than the Bonds listed on Schedule II hereto as undersold maturities (the “Undersold Maturities”), the first price or yield at which at least 10% of each Maturity of the Bonds was sold by the Representative to the Public was the respective Initial Offering Price set forth on Schedule I hereto. Attached hereto as Schedule II is a copy of the final pricing wire for each Undersold Maturity or an equivalent communication. With respect to the Undersold Maturities, as agreed to in writing by the Representative in the Purchase Contract among the Issuer, the Borrower, the Lessee and the Representative, dated November 30, 2023, the Representative have not offered or sold any of the Undersold Maturities to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Representative, or (b) the close of the fifth business day following the Sale Date.

4. The sum of the Initial Offering Prices is \$[_____], plus pre-issuance accrued interest in the amount of \$-0-.

5. For purposes of this Certificate, the following definitions apply.

“*Maturity*” means bonds with the same credit and payment terms. Bonds with different maturity dates, or bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

“*Related Party*” means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another);

(ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Issuer, Borrower and Lessee may rely on the statements made herein in connection with making certain representations set forth in the Federal Tax Certificate to which this Certificate is attached and in their efforts to comply with the conditions imposed by the Code regarding the exclusion from gross income interest on the Bonds. Further, Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel, may also rely on this Certificate Regarding Issue Price for purposes of its opinion that interest on the Bonds is excludable from gross income for federal income tax purposes and the preparation of the Internal Revenue Service Form 8038.

EXECUTED and DELIVERED as of the ____ day of _____, 2023.

RAYMOND JAMES & ASSOCIATES, INC.

By _____
Name _____
Title _____

SCHEDULE I
INITIAL OFFERING PRICES - PRICING WIRES

SCHEDULE II
FINAL PRICING WIRE FOR EACH UNDERSOLD MATURITY

None.

EXHIBIT B
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

December 21, 2023

Raymond James & Associates, Inc.
5847 San Felipe, Suite 4025
Houston, Tx 77057

Fort Bend County, Texas Public Facility Corporation
401 Jackson St., Suite 400
Richmond, Texas

Re: Fort Bend County, Texas Public Facility Lease Revenue Bonds \$103,880,000
Series 2023 (the “Bonds”)

Ladies and Gentlemen:

This letter is being furnished pursuant to Section 8(i)(7) of the Purchase Contract, dated November 30, 2023 (the “Purchase Contract”), between Fort Bend County, Texas Public Facility Corporation (the “Issuer”), CFC – SO Training Facility, LLC, a single member limited liability company as borrower, whose sole member is Community Finance Corporation, an Arizona nonprofit corporation, and Raymond James, on behalf of itself and Blaylock Van, LLC and Hilltop Securities Inc. (together, the “Underwriters”), relating to the issuance and sale by the Issuer of the Bonds referred to above. being issued pursuant to the Trust Indenture dated as of December 1, 2023 (the “Indenture”), by and between the Issuer and Zions Bancorporation, National Association, as trustee. Terms not otherwise defined herein shall have the same meanings as set forth in the Purchase Contract.

In our capacity as Bond Counsel for the Issuer we have reviewed the Purchase Contract, the Indenture, the Loan Agreement, the Deed of Trust, the Ground Lease, the Facilities Lease, the Tax Certificates, certain portions of the preliminary official statement dated November 20, 2023, and the official statement dated November 30, 2023 prepared in connection with the offering and sale of the Bonds (the preliminary official statement and the official statement collectively referred to herein as the “Official Statement”), the opinions of counsel to the Borrower and the Trustee, certificates of the Issuer, the Borrower the Trustee, and Representative and others, and such other documents, opinions and matters to the extent we have deemed necessary in order to render the opinions set forth herein.

In making our review, we have assumed the authenticity of all documents and agreements submitted to us as originals, conformity to the originals of all documents and agreements submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and agreements, and the accuracy of the statements contained in such documents.

Based upon the foregoing, and limited in all respects to the existing laws of the State of Texas and the United States of America, it is our opinion that:

- (i) the Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and by principles of equity, whether considered at law or in equity;
- (ii) the Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Indenture under the Trust Indenture Act; and
- (iii) we have not verified and are not passing upon, and are not assuming any responsibility for, the accuracy, completeness, or fairness of the statements contained in the Official Statement, but we have reviewed the statements and information contained in the Official Statement under the captions “THE BONDS,” “REDEMPTION PROVISIONS,” “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS,” “TAX EXEMPTION,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “THE BONDS AS LEGAL INVESTMENTS IN TEXAS,” “LEGAL MATTERS,” “COUNTY CONTINUING DISCLOSURE UNDERTAKING,” “APPENDIX C – SELECTED PROVISIONS OF THE BOND DOCUMENTS,” and “APPENDIX D – FORM OF BOND COUNSEL’S OPINION,” insofar as such statements summarize the laws of the United States and of Texas and the terms of the Bonds, and of the Bond Documents, and we are of the opinion that the information relating to the Bonds and the Bond Documents contained under such captions (excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources) is a materially accurate summary of the information purported to be shown therein and is correct as to matters of law.

Reference is made to our opinion of even date herewith regarding the validity of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes. Such opinions may be relied upon by the Underwriters as if such opinions were addressed to the Underwriters.

This opinion may be relied upon only by the parties to whom it is addressed. We disclaim any obligation to supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

EXHIBIT C

OPINION OF UNDERWRITERS' COUNSEL

December 21, 2023

Raymond James & Associates, Inc.
5847 San Felipe, Suite 4025
Houston, Tx 77057

Re: Fort Bend County, Texas Public Facility Corporation, Series 2023

Ladies and Gentlemen:

We have acted as Underwriter's Counsel in connection with the purchase by you of \$103,880,000 aggregate principal amount of Fort Bend County, Texas Public Facility Corporation Lease Revenue Bonds Series 2023 (the "Bonds"), being issued by the Fort Bend County, Texas Public Facility Corporation (the "Issuer"). As such counsel, we have participated in the preparation of certain documents, including the Official Statement dated November 30, 2023, with respect to the Bonds (the "Official Statement") and the Purchase Contract dated November 30, 2023 (the "Purchase Contract"), by and among you, CFC - SO Training Facility, LLC (the "Borrower"), and the Issuer. Capitalized terms not otherwise defined herein have the meanings set forth in the Purchase Contract or if not defined therein, in the Official Statement

In our capacity as Underwriter's Counsel, we have limited our participation in the preparation of the Preliminary Official Statement and the Official Statement solely to a review of certain material contained therein. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences and telephone conversations with representatives of the Issuer, the Borrower, the County, the Developer, the Contractor, the Architects, Bond Counsel (Hunton Andrews Kurth LLP), counsel to the Borrower (Lewis Roca Rothgerber & Christie LLP), local counsel to the Borrower (Jeb Brown Law), counsel to the County, (Hunton Andrews Kurth LLP), counsel to the Issuer (Hunton Andrews Kurth LLP), counsel to the Developer (Jeb Brown Law), the Trustee and your representatives. We have relied upon, and assumed the correctness of, certain documents, certificates and opinions delivered to you pursuant to the Purchase Contract, together with other documents and records relating to the authorization, delivery and sale of the Bonds, including the certificates of the officials and representatives of the Issuer, the Borrower; the County, the Developer, the Contractor, the Architects and others. However, we have not independently investigated or verified the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement. Additionally, we have not reviewed any electronic version of the Preliminary Official Statement or the Official Statement, and assume that any such version is identical in all respects to the printed version.

In arriving at the opinions and conclusions hereinafter expressed, we have not, except as specifically identified above, made any independent review or investigation of factual or other matters, including the organization, existence, good standing, assets, business or affairs of the Issuer; the Borrower; the County, the Developer, the Contractor or the Architects. In reviewing the aforementioned certificates, records, proceedings, documents and opinions, we have assumed

the due execution of, and genuineness of all signatures on, original and certified documents and the conformity of all documents submitted to us as conformed copies or photocopies to the respective original or certified documents. By offering the opinions and conclusions hereinafter expressed, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). The opinions and conclusions expressed herein are based as to matters of law solely on the federal securities laws, and we express no opinion as to any other laws, statutes, ordinances, rules or regulations (including without limitation any federal or state tax or state securities laws or regulations).

Based upon, subject to and limited by the foregoing, and in reliance thereon, as of the date hereof, we are of the following conclusions and opinions:

(a) We advise you that although we have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for, the statements included in the Preliminary Official Statement and the Official Statement, during the course of the activities described above no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance and delivery of the Bonds which causes us to believe that the Preliminary Official Statement as of its date contained, and the Official Statement, as of its date contained and as of the date hereof contains, any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the information contained under the captions "DEBT SERVICE REQUIREMENTS FOR THE BONDS," "BOOK-ENTRY-ONLY SYSTEM," "APPENDIX A," "APPENDIX B," "APPENDIX C" and "APPENDIX D," any information about the book-entry system or DTC included therein, and the financial statements, financial, statistical and numerical information, forecasts, estimates, assumptions and expressions of opinion, as to which we express no view).

(b) The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(c) The Continuing Disclosure Agreement for the Borrower and the County meets the requirements of Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

This letter is issued to and for the sole benefit of the above addressee and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressee may rely upon this letter without our express prior written consent. This letter may not be utilized by you for any other purpose whatsoever and may not be quoted by you without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason. Our engagement with respect to the transaction referred to herein terminates upon the date of this letter.

Very truly yours,

EXHIBIT D
FORM OPINION OF COUNSEL TO THE BORROWER

December 21, 2023

Fort Bend County, Texas Public Facility Corporation 301 Jackson Street, Suite 701 Richmond, TX 77469	Fort Bend County, Texas 301 Jackson Street, Suite 701 Richmond, TX 77469
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Raymond James & Associates, Inc. as Underwriter 5847 San Felipe, Suite 4025 Houston, TX 77057	Zions Bancorporation, National Association 1801 Main Street, Suite 460 Houston, TX 77002
--	--

Re: Fort Bend County, Texas Public Facility Lease Revenue Bonds
Series 2023 Bonds

Ladies and Gentlemen:

We have served as Special Counsel to CFC - SO Training Facility, LLC, an Arizona limited liability company (the “Borrower”), whose sole member is Community Finance Corporation an Arizona nonprofit corporation (the “Corporation”) and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the issuance of the Fort Bend County, Texas Public Facility Corporation Lease Revenue Bonds, \$103,880,000 Series 2023 Bonds (the “Bonds”) by the Fort Bend County, Texas Public Facility Corporation (the “Issuer”), pursuant to a Trust Indenture, dated as of December 1, 2023 (the “Indenture”), between the Issuer and Zions Bancorporation, National Association (“Trustee”).

The Bonds are being issued by the Issuer to (a) finance, refinance, and/or refund certain costs for the site improvement, design, development, construction, repair, renovation, furnishing, and/or equipment for governmental buildings, including County Sheriff’s offices, holding cells, and dispatch, County Emergency Medical Services facilities, and a law enforcement training facility in the County (the “Project”), on approximately 30 acres of land (the “Site”) located in the City of Rosenberg, Texas, to be leased to Fort Bend County, Texas (the “County”) and (b) pay other costs relating to the issuance of the Bonds (collectively, the “Project”).

The Site will be deeded by the County to the Issuer by a Special Warranty Deed, dated as of December 21, 2023 (the “Deed”). The Issuer, as lessor, will enter into a Ground Lease Agreement, dated as of December 21, 2023, with the Borrower as lessee (the “Ground Lease”). The Borrower and Stonehenge Holdings, LLC, a Texas liability company (the “Developer”) will enter into a Project Development Agreement, dated as of December 21, 2023 (the “Development Agreement”) pursuant to which the Developer will agree to develop and oversee the design, development, construction and equipping of the Improvements. The Project is being leased to the County pursuant to a Facilities Lease, dated as of December 21, 2023 (the “Facilities Lease”), between the Borrower, as lessor, and the County, as lessee. The obligation of the County to make

rental payments under the Facilities Lease (the “Rental Payments”) is an unsecured obligation of the County, subject to annual appropriation by its Commissioner’s Court.

The proceeds of the Bonds are being loaned by the Issuer to the Borrower under the Loan Agreement dated as of December 1, 2023 (the “Loan Agreement”). The obligations of the Borrower under the Loan Agreement are evidenced by Promissory Notes made in an amount equal to the principal amount of the related series of Bonds (collectively, the “Notes”).

As security for repayment of the Notes and performance of the Borrower’s obligations under the Loan Agreement, the Borrower will pledge, set over, assign and grant to the Issuer a first lien on and first security interest in all of the Borrower’s right, title and interest in and to all amounts at any time deposited in the funds established pursuant to the Indenture (except the Rebate Fund), including, without limitation, all Rental Payments, and any other payments with respect to the Project under the Lease, all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interests in such amounts, investments, reinvestments and proceeds. The Bonds are further secured by a Deed of Trust and Security Agreement, executed by the Issuer as grantor, and dated as of December 1, 2023 (the “Deed of Trust”), pursuant to which the Issuer will encumber and assign all of its right, title and interest in the Project to the Trustee, for the benefit of the Bondholders.

Under the granting clauses of the Indenture, the Issuer will grant, convey, pledge and assign all right, title and interest of the Issuer in and to the Loan Agreement, including all amounts payable thereunder, including but not limited to the Loan Payments, the Notes, any and all security heretofore or hereafter granted or held for the payment thereof (including, without limitation, all right, title and interest of the Borrower in and under, but none of the responsibilities or obligations with respect to, the Facilities Lease, all right, title and interest of the Borrower in and to all Rental Payments and any other payments with respect to the Project under the Facilities Lease and a first lien security interest in the Project pursuant to the Deed of Trust) and the present and continuing right to bring actions and proceedings under the Loan Agreement or for the enforcement thereof and to do any and all things which the Issuer is or may become entitled to do thereunder, but excluding the certain specified amounts agreed to be paid by the Borrower to the Issuer pursuant to the Loan Agreement.

Definitions. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Indenture.

Examinations. In our capacity as counsel to the Borrower and the Corporation, we have examined the following documents:

1. The following documents pertaining to Bonds:
 - 1.1 the Indenture;
 - 1.2 the Loan Agreement;
 - 1.3 the Note;

- 1.4 the Deed;
 - 1.5 the Ground Lease;
 - 1.6 the Development Agreement;
 - 1.7 the Facilities Lease;
 - 1.8 the Deed of Trust; and
 - 1.9 the Purchase Contract.
2. The following documents pertaining to the Borrower:
- 2.1 A Certificate of CFC - SO Training Facility, LLC, dated as of December 21, 2023, (the "the Borrower Certificate");
 - 2.2 The organizational documents of the Borrower (the "the Borrower Organizational Documents"), copies of which are attached to the Borrower Certificate;
 - 2.3 The Resolution of the Corporation, in its capacity as the sole member of the Borrower, dated as of December __, 2023, a copy of which is attached to the Borrower Certificate;
 - 2.4 A Certificate of Good Standing, issued by the Arizona Corporation Commission on December __, 2023 (the "the Borrower Good Standing Certificate") , a copy of which is attached to the Borrower Certificate; and
 - 2.5 The Opinion of Local Counsel to Borrower, dated December 21, 2023.
3. The following documents pertaining to the Corporation:
- 3.1 A Certificate of Community Finance Corporation dated as of December __, 2023 (the "the Corporation Certificate");
 - 3.2 The organizational documents of the Corporation (the "Corporation Organizational Documents"), copies of which are attached to the Corporation Certificate;
 - 3.3 The Resolution of the Corporation, dated as of November __, 2023, a copy of which is attached to the Corporation Certificate; and
 - 3.4 A Certificate of Good Standing issued by the Arizona Corporation Commission on December __, 2023 (the "Corporation Good Standing Certificate"), attached to the Corporation Certificate; and

4. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deem applicable in connection with this opinion.

The documents listed in 1.1 through 1.9 above are referred to collectively as the “Bond Documents.” The documents listed in 2.1 through 2.4 above are referred to collectively as the “Borrower Ancillary Documents.” The documents listed in 3.1 through 3.4 above are referred to collectively as the “Corporation Ancillary Documents.” The Bond Documents, the Borrower Ancillary Documents, the Corporation Ancillary Documents are referred to collectively as the “Documents.”

We have also examined such certificates of public officials, certificates of representatives of the Borrower and the Corporation, and such other documents as we have deemed relevant and necessary as a basis for the opinions set forth below. We have relied upon certificates of public officials and of representatives of the Borrower, the Corporation, the Developer and the County with respect to the accuracy of material or factual matters contained in such certificates, which were not independently established.

Assumptions. In rendering this opinion, we have assumed that:

1. (i) Each of the parties to the Bond Documents other than the Borrower and the Corporation (each an “Other Party”) is duly formed and validly existing; (ii) the execution, delivery and performance of all applicable Bond Documents by each Other Party has been duly authorized by all corporate, limited liability company or similar action required of such Other Party; (iii) each Other Party has obtained all necessary governmental consents, authorizations, approvals, permits or certificates that are required as a condition to the execution and delivery of the Bond Documents by such Other Party; (iv) the Bond Documents constitute legal, valid, binding and enforceable obligations of each Other Party under federal law, the laws of the State, and the laws of any other applicable jurisdiction; (v) each Other Party has the power and authority under applicable laws and regulations to enter into and perform the transactions as described in the Bond Documents and has complied in all material respects with all applicable laws and regulations with respect thereto; and (vi) each Other Party will at all times during the term of the Bond Documents act in good faith and only in a manner that under the circumstances is commercially reasonable.

2. At the time any of the Other Parties seek to enforce their respective rights under the Documents, such party will not be in breach thereof, those documents will still be in force, and no applicable statute of limitations will have expired.

3. The Other Parties will diligently and timely pursue their rights and remedies under the Bond Documents.

4. The representations and warranties and other statements contained in the Bond Documents are true, correct and complete as to all matters of fact.

5. No interest, fees or other charges will be collected in respect to the transactions which are not clearly specified in the Bond Documents.

6. The Bond Documents will reflect accurately the understanding of the parties with respect to the matters contained in, and the rights and obligations of the parties under, such documents.

7. There is no fraud or duress in the transactions giving rise to the execution, acknowledgment and delivery of the Bond Documents which would impair their enforceability;

8. The exercise of any rights or enforcement of any remedies under the Bond Documents will not be unconscionable, result in a breach of the peace or otherwise be contrary to public policy.

9. We have assumed without investigation the completeness, genuineness and authenticity of any document submitted to us as an original, the conformity to the original of any document submitted to us as a copy, the authenticity of the original of such latter documents, the conformity to the executed document of any document submitted to us as the form to be executed, the genuineness of all signatures (other than those of the Borrower and the Corporation), and the legal capacity of natural persons.

10. We have assumed without investigation that any certificate, representation (oral or otherwise), telegram, telecopy or other document on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, and we are not aware of any facts inconsistent with this assumption.

11. That with respect to the fixtures and personal property collateral described in the Bond Documents, under Article 9 of the Uniform Commercial Code, as adopted in the State (the "UCC"): (i) value has been given and the collateral exists; (ii) the collateral descriptions and legal descriptions in the security agreements and the financing statements are adequate; and (iii) that interest in such collateral are transferable.

12. The parties to the Bond Documents and their successors and assigns will (i) act in good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of any remedies under the Bond Documents; (ii) not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair dealing; and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Bond Documents.

13. The Borrower will have title to, or other interest in, each item of real and personal property comprising the Project.

14. The result of any application of Arizona law will not be contrary to a fundamental policy of the law of any other state with which the parties may have material or relevant contact in connection with the transactions contemplated by the Bond Documents, and as to which there is a materially greater interest in determining an issue of choice of law.

15. Except for our opinions in Paragraphs 21 and 22, no opinion is expressed with regard to the applicability of the Securities Act 1933 or the Securities Exchange Act of 1934, as amended, or any Blue Sky Law or securities law.

16. We are expressing no opinion as to the title to any property described in, or the priority of any lien or security interest created by, the Bond Documents.

17. Our opinions are also subject to the following assumptions, exceptions, limitations and qualifications:

(i) we express no opinion as to the creation, validity or perfection of any security interest that is not governed by, or that is excluded from coverage by, Article 9 of the UCC;

(ii) we express no opinion with respect to the adequacy of the description of any accounts insofar as it includes any contract the encumbrance of which is prohibited by the terms thereof; and

(iii) Section 552 of the Federal Bankruptcy Code limits the extent to which property acquired by a debtor after the commencement of a case under the Federal Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

18. We are expressing no opinion as to the accuracy of the descriptions of the real and personal property included or incorporated in any of the Bond Documents.

We have made reasonable inquiry of the Borrower and the Corporation with respect to the above assumptions and, based on such inquiries, our review of the Documents, and our knowledge, nothing has come to our attention that leads us to believe that we are not justified in so assuming.

Other Limitations. The opinions and representations hereinafter expressed in connection with the Documents are subject to the following qualifications, limitations and exceptions:

1. Our opinions are limited to the internal laws of the State (without reference to Arizona choice-of-law rules) and federal law. We have relied, with your permission, on the Opinion of Jeb Brown, dated of even date herewith, as to matters governed by the laws of the State of Texas. Although certain members of this firm are admitted to practice in other states, we have not examined the laws of any state other than the State nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions.

2. We have relied on the Certificate of Good Standing issued by the Arizona Corporation Commission that the Borrower is an Arizona limited liability company and is in good standing. We have relied on a copy of the Articles of Organization certified by the Arizona Corporation Commission, as to the current form of its Articles of Organization. We have not conducted any independent investigation as to those matters; however, we have no reason to believe that such certificates and documents are not accurate.

3. We have relied on the Certificate of Good Standing issued by the Arizona Corporation Commission that the Corporation is an Arizona corporation and is in good standing. We have relied on a copy of the Articles of Incorporation certified by the Arizona Corporation Commission, as to the current form of its Articles of Incorporation. We have not conducted any independent investigation as to those matters; however, we have no reason to believe that such certificates and documents are not accurate.

4. Notwithstanding any express waivers or other provisions in the Bond Documents, the enforceability of the Bond Documents are subject to bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, moratorium and other similar State and federal laws now or hereafter affecting the enforcement of creditors' rights in general.

5. The enforceability of the Bond Documents is subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Bond Documents may be unenforceable under or limited by the law of the State; however, such law does not, in our opinion, substantially prevent the practical realization of the benefits intended by the Bond Documents.

6. The enforceability of the Bond Documents is subject to the general principles of equity.

7. The enforceability of any indemnity provisions included in the Bond Documents may be limited by judicial discretion and judicial application of the principles of public policy.

8. The opinions herein are based upon and limited to the laws now in effect, and we assume no obligation to revise or supplement the opinion should any law be changed by any legislative action, judicial decision, administrative process, or otherwise.

9. We express no opinion concerning the legal validity and sufficiency of the acts or omissions to act of any Other Party.

10. We express no opinion as to the effect or enforceability of any inclusions within collateral of the products, additions or accessions to the enumerated items of collateral.

11. We are expressing no opinion as to the title to any property described in, or the priority of any lien or security interest created by, the Bond Documents.

12. We are expressing no opinion as to the accuracy of the descriptions of the real and personal property included or incorporated in any of the Bond Documents.

13. Our opinion is limited to the matters set forth herein and to the date hereof. No opinion may be inferred or implied beyond the matters expressly stated herein.

14. Our opinions in Paragraphs 14, 16, 17, 18 and 19 below and our understanding concerning the current and anticipated operations of the Borrower and the Corporation are based solely upon (i) our discussions with authorized representatives of the Borrower and the Corporation, (ii) certifications of representatives of the Borrower and the Corporation, (iii) a search

of the records of the Superior Court of _____ for Maricopa County from December __, 2011 through December 21, 2023, and the United States District Court for the District of _____ from December __, 2018 through December __, 2023, and United States Bankruptcy for District of _____ from December __, 2018 through December __, 2023, and (iv) “our knowledge” as defined above.

15. Our opinion in Paragraphs 13, 14, 15 and 16 below insofar as it relates to the Corporation is based solely upon (i) the Articles of Incorporation as certified by the Arizona Corporation Commission and the Bylaws of the Corporation; (ii) correspondence from the Internal Revenue Service addressed to the Corporation confirming that the Corporation is an organization described as exempt from federal income tax under Section 501(c)(3) of the Code; (iii) Internal Revenue Service Publication 78, Cumulative List of Organizations, which identifies the Corporation as being a “Public Charity”; (iv) a certificate from the Corporation stating, among other things, that there has been no change or threatened change by the Internal Revenue Service in the tax-exempt status of the Corporation (v) the representations of the County in the Lease; (vi) a review of factual information and documents obtained from the Corporation and the County, together with discussions with various officers, employees and agents of the Corporation and the County and an analysis of such information based upon the Code and related regulations, judicial and administrative rulings and official policy statements of the Internal Revenue Service, where applicable, and (vii) “our knowledge” as defined above.

16. In basing the opinions set forth in this opinion on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Borrower and the Corporation, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words “our knowledge” as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Borrower and the Corporation in connection with the Bonds.

17. No opinion is expressed as to the effect of Texas law by virtue of the Borrower having its principal place of business located within the State of Texas.

18. Opinion. Based on the foregoing and subject to the assumptions and other limitations set forth in this letter, it is our opinion that:

1. The Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Arizona.

2. The Corporation, which is the sole member of the Borrower, is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Arizona.

3. The Borrower has the limited liability company power and authority to own its properties and conduct its business as now conducted, to borrow the proceeds of the Bonds, to

encumber the Project, to execute the Bond Documents to which it is a party and to perform its obligations under the Bond Documents.

4. The Corporation has the corporate power and authority to own its properties and conduct its business as now conducted, to execute the Documents to which it is a party and to perform its obligations under the Documents.

5. The execution and delivery of the Bond Documents by or on behalf of the Borrower to which it is a party, and the consummation by the Borrower of the transactions contemplated thereby, and the performance by the Borrower of its obligations thereunder, have been duly and validly authorized by all necessary limited liability company action by or on behalf of the Borrower and all necessary corporate action by or on behalf of the Corporation.

6. The execution and delivery of the Bond Documents by the Corporation to which it is a party, and the consummation by the Corporation of the transactions contemplated thereby, and the performance by the Corporation of its obligations thereunder have been duly and validly authorized by all necessary corporate action by or on behalf of the Corporation.

7. The execution, delivery of and the performance of the Corporation's obligations under the Bond Documents will not violate the Corporation Organizational Documents.

8. The execution, delivery of and the performance of the Borrower's obligations under the Bond Documents will not violate the Borrower Organizational Documents.

9. The individuals executing the Bond Documents on behalf of the Borrower have the authority to do so.

10. The individuals executing the Bond Documents on behalf of the Corporation have the authority to do so.

11. The Bond Documents to which the Borrower is a party have been duly executed and delivered by the Borrower.

12. The Bond Documents to which the Corporation is a party have been duly executed and delivered by the Corporation.

13. The Corporation is an organization described in Section 501(c)(3) of the Code, is exempt from federal income taxes under Section 501(a) of the Code (except for unrelated business income subject to taxation under Section 511 of the Code), and the Corporation has received letters from the Internal Revenue Service to such effect, which letters, to the best of our knowledge, after due inquiry, have not been modified, limited or revoked. To the best of our knowledge, after due inquiry, the Corporation is in compliance with the terms, conditions and limitations in such letters, and the facts and circumstances which formed the basis of such letters as represented to the Internal Revenue Service continue substantially to exist.

14. To the best of our knowledge, after due inquiry, the Corporation has not taken or failed to take any action (including failure to file any report or documents with the Internal Revenue Service) that would jeopardize the status of the Corporation as an organization described in Section 501(c)(3) of the Code.

15. The Corporation is a corporation organized and operating exclusively for charitable purposes, not for pecuniary profit, no part of the net earnings of which inures to the benefit of any person, private stockholder or individual.

16. The consummation and performance of the transactions contemplated in the Bond Documents will not impair the status of the Corporation as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code. The acquisition and intended use of the property financed with the proceeds of the Bonds by the Borrower will be in furtherance of the exempt purposes of the Borrower and is related to its charitable purpose.

17. To the best of our knowledge, after due investigation, and assuming the proceeds of the Bonds are used in accordance with the Bond Documents, the Project will be used in a manner such that not more than five percent (5%) of the proceeds of the Bonds are used in an “unrelated trade or business” of the Corporation, within the meaning of Section 513 of the Code. For the purposes of the prior sentence, the costs of issuance financed with the proceeds of the Bonds are treated as an “unrelated trade or business.”

18. Based solely upon our knowledge and representations of the Borrower and the Corporation, the execution, delivery and performance of the Bond Documents will not (i) cause the Borrower or the Corporation to be in violation of, or constitute a material default under the provisions of any agreement to which such entity is a party or by which the entity is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which the Borrower or the Corporation is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or the Corporation, except as specifically contemplated by the Bond Documents.

19. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court, board or agency pending or threatened against or affecting the Borrower or its properties wherein an unfavorable decision would materially and adversely affect the development and operation of the Project, or the validity or enforceability of the Bond Documents against the Borrower, or the performance by the Borrower of its respective obligations thereunder.

20. No authorization, consent, approval, or other action by, or filing with, any governmental authority is required under Arizona Law in connection with the execution and delivery by the Borrower of the Bond Documents.

21. The descriptions and information contained in the Official Statement, dated November 30, 2023 (the “Official Statement”), pertaining to the Borrower and the Corporation under the headings “THE BORROWER” and, “LITIGATION”, as of the date of the Official Statement and as of the date of this Opinion, do not contain any untrue statement of a material fact or omit to state a

material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

22. Although we have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not assume any responsibility for, the information in the Official Statement, except as expressly provided in Paragraph 22 above, no information has come to the attention of the attorneys in our firm rendering legal services to the Borrower and the Corporation in connection with the issuance of the Bonds which would lead us to believe that the Official Statement, as of the date of the Official Statement, or as of the date this Opinion, contains any untrue statement of a material fact or omits to state a material fact necessary, in order to make the statements made, in light of the circumstances under which they were made, not misleading, provided, however, we express no opinion or belief to (i) any financial information (including notes and supporting schedules to financial statements and pro forma information) or statistical, economic, engineering or demographic data or opinion contained in the Official Statement, (ii) any statements and information relating to any party other than the Borrower or the Corporation, (iii) the book entry system and (iv) the Appendices to the Official Statement, as to all of which we express no opinion, based upon our participation as counsel to the Borrower and the Corporation.

The opinions expressed in this letter are based upon the law in effect on this date, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise.

Only the addressees and any successors thereto (the "Opinion Recipients") are entitled to rely upon or to assert any legal rights created by this opinion letter and the Opinion Recipients' reliance on the opinions expressed herein shall be only for the purpose contemplated by the Documents. Accordingly, it may not be relied upon by, quoted in any manner to, or delivered to, any other person or entity without, in each instance, our prior written consent, provided that Jeb Brown, Attorney at Law, may rely upon this opinion with respect to their opinions pertaining to the Bonds.

Very truly yours,

LEWIS ROCA ROTHGERBER CHRISTIE LLP

EXHIBIT E

FORM OPINION OF LOCAL COUNSEL TO THE BORROWER

December 21, 2023

Fort Bend County, Texas Public Facility
Corporation
301 Jackson Street, Suite 200
Richmond, TX 77469

CFC - SO Training Facility, LLC
5049 E. Broadway Blvd., Ste 156
Tucson, AZ 85711

Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, TX 77002

Community Finance Corporation
5049 E. Broadway Blvd., Ste 156
Tucson, AZ 85711

Raymond James & Associates, Inc.
5847 San Felipe, Suite 4025
Houston, TX 77057

Re: \$103,880,000 Fort Bend County, Texas Public Facility Lease Revenue Bonds,
Series 2023

Ladies and Gentlemen:

We have acted as special Texas counsel to CFC - SO Training Facility, LLC, an Arizona limited liability company (the “Borrower”) in connection with the issuance and delivery of the above referenced bonds (the “Series 2023 Bonds”) and, for the purpose of rendering this opinion, we have examined the following:

1. The Articles of Organization and the Company Agreement of the Borrower, as well as the Certificate of Status for the Borrower issued by the Texas Secretary of State, and a Certificate of Good Standing for the Borrower issued by the Arizona Secretary of State.
2. The Trust Indenture (the “Indenture”) dated as of December 21, 2023, by and between Fort Bend County, Public Facility Corporation (the “Issuer”) and Zions Bancorporation, National Association (in such capacity, the “Trustee”).
3. The Loan Agreement (the “Loan Agreement”) dated as of December 21, 2023, by and between the Issuer and the Borrower.
4. The Series 2023 Note (the “Series 2023 Note”) in the principal amount of \$103,880,000 dated as of December 21, 2023, from the Borrower to the order of the Issuer.
5. The Deed of Trust, Assignment of Rents and Subleases, and Fixture Filing (the “Deed of Trust”) dated as of December 21, 2023, by the Issuer in favor of a deed of trust trustee named therein for the benefit of the Trustee.

6. The Bond Purchase Contract (the “Purchase Contract”) dated November 30, 2023 among the Issuer, the Borrower and Raymond James & Associates, Inc., on behalf of itself and as representative of Blaylock Van, LLC and Hilltop Securities Inc., as Underwriters.

7. The Preliminary Official Statement (the “Preliminary Official Statement”) dated November 20, 2023, relating to the Series 2023 Bonds.

8. The Official Statement (the “Official Statement”) dated November 30, 2023, relating to the Series 2023 Bonds.

9. The Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) dated as of December 21, 2023, between the Borrower and Zions Bancorporation, National Association, as Dissemination Agent and Trustee.

10. The Development Agreement (the “Development Agreement”) dated as of December 21, 2023, between the Borrower and Stonehenge Holdings, LLC.

11. The Special Warranty Deed (the “Deed”) dated as of December 21, 2023, between Fort Bend County (the “County”), as grantor, and the Issuer, as grantee.

12. The Ground Lease Agreement (the “Ground Lease”) dated as of December 21, 2023, executed by the Issuer as lessor and the Borrower as lessee.

13. The Memorandum of Ground Lease (the “Memorandum of Ground Lease”) dated as of December 21, 2023, executed by the Issuer and the Borrower, to be recorded in the real property records of Fort Bend County, Texas.

14. The Lease Agreement (the “Facilities Lease”) dated as of December 21, 2023, executed by the Borrower as lessor and the County as lessee.

15. The Memorandum of Lease (the “Memorandum of Facilities Lease”) dated as of December 21, 2023, executed by the County and the Borrower, to be recorded in the real property records of Fort Bend County, Texas.

16. Consents and resolutions of the Borrower approving the transactions described by the documents listed herein.

The documents listed above are hereinafter referred to collectively as the “Borrower Documents”.

On the basis of the foregoing and an examination of such other documents and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

(i) the Borrower is an Arizona limited liability company that is qualified and authorized to do business in the State of Texas;

(ii) the Borrower Documents constitute legal, valid, and binding agreements of the Borrower, enforceable against the Borrower, in accordance with their respective terms, except as enforcement thereof may be limited by laws relating to bankruptcy, reorganization, insolvency, or other similar laws affecting the enforcement of creditors' rights generally or by usual limitations on the availability of equitable remedies; and

(iii) to the best our knowledge after due inquiry, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any Texas court, public board or body, or pending or threatened against or affecting the Borrower, wherein an unfavorable decision, ruling, or finding would adversely affect the validity of, or materially adversely affect the transactions contemplated by, any of the Borrower Documents.

Only the addressees (the "Opinion Recipients") are entitled to rely upon or to assert any legal rights created by this opinion letter and the Opinion Recipients' reliance on the opinions expressed herein shall be only for the purpose contemplated by the Borrower Documents. This opinion letter may not be used or relied upon by any other person for any purpose whatsoever, other than in connection with regulatory requirements or in response to a court order, without our prior written consent.

Sincerely,

EXHIBIT F
FORM OPINION OF COUNSEL TO THE COUNTY

December 21, 2023

Raymond James & Associates, Inc.
5847 San Felipe, Suite 4025
Houston, Tx. 77057

Zion Bancorporation, National
Association
1801 Main Street, Suite 460
Houston, TX 77002

Fort Bend County, Texas Public Facility
Corporation
301 Jackson Street, Suite 701
Richmond, TX 77469
Community Finance Corporation
5049 E. Broadway Blvd., Ste 156
Tucson, AZ 85711

Re: **Fort Bend County, Texas Public Facility Lease Revenue Bonds \$103,880,000
Series 2023 (the “Bonds”)**

Ladies and Gentlemen:

This opinion is being rendered to you pursuant to Section 8(i)(11) of the Purchase Contract dated as of November 30, 2023 (the “Purchase Contract”), between Fort Bend County, Texas Public Facility Corporation (the “Issuer”), CFC - SO Training Facility, LLC, a single member Arizona limited liability company as borrower, whose sole member is Community Finance Corporation, and Raymond James, on behalf of itself and Blaylock Van, LLC and Hilltop Securities Inc. (together, the “Underwriters”), providing for the sale by the Issuer to the Underwriters of the Bonds, which are being issued pursuant to the Trust Indenture dated as of December 21, 2023 (the “Indenture”), by and between the Issuer and Zions Bancorporation, National Association, as trustee. Further, in connection with the sale of the Bonds, the Issuer prepared Preliminary Official Statement dated November 20, 2023 and a copy of the Official Statement dated December 9, 2023, each related to the Bonds (collectively, the Preliminary Official Statement and the Official Statement are referred to herein as the “Official Statement”). Unless otherwise expressly provided herein capitalized terms used herein have the respective meanings assigned to them in the Purchase Contract.

In connection with the opinions expressed below, we have examined executed copies of each of the documents described on Schedule I attached hereto (collectively, the “Reviewed Documents”).

Further, for the purposes of the opinions set forth herein, we are, with your permission and without independent verification, making the following assumptions: (i) the genuineness of all signatures on all instruments and other documents, the legal capacity of all natural persons, the authenticity and completeness of all instruments and other documents submitted to us as originals and the conformity to originals of all documents and instruments submitted to us as certified, PDF, photostatic or conformed copies, (ii) that no fraud exists involving matters relevant to these opinions, (iii) that the Reviewed Documents contain the complete understandings and agreements of the parties thereto with respect to the subject matter thereof, and there are no agreements, oral

or written, and no course of dealing or course of conduct that modify, amend or vary any of the terms of any of the Reviewed Documents and (iv) the additional assumptions set forth in Exhibit A attached to this letter.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring to the actual knowledge of Hunton Andrews Kurth LLP, attorneys who have given substantive attention to matters concerning Fort Bend County (the "County") during the course of our representation of the County in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based on the foregoing and subject to the qualifications, assumptions, limitations and comments set forth below, it is our opinion that:

1. The Reviewed Documents constitute the legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms.

2. The obligations of the County under the Reviewed Documents may be performed in a manner which will not conflict with or constitute on the part of the County a material breach or material violation of any of, or constitute a default under, any Applicable Law (defined below) of the United States of America or the State of Texas binding on the County.

3. The Reviewed Documents have been duly authorized, executed and delivered on behalf of the County by proper representatives of the County, all conditions precedent have been satisfied and the Reviewed Documents constitute valid and binding obligations of the County enforceable against the County in accordance with their respective terms.

All opinions contained herein are subject to and are qualified in all respects by the following additional assumptions, qualifications, limitations and comments:

a. In rendering the opinions expressed in this opinion letter, we have not made any special investigation concerning any law, rule or regulation, or concerning the applicability of any law, rule or regulation based on facts known to us, other than those Applicable Laws of the United States of America and the State of Texas.

b. In rendering the opinions expressed in this opinion letter, we have relied as to factual matters on the representations and warranties contained in the Reviewed Documents and upon certificates, statements and representations of corporate and public officials, and we have also made no independent investigation as to the accuracy or completeness of any representation, warranty, recital, data or information (written or oral) made or furnished in connection with any of the Reviewed Documents; however, nothing has come to our attention to lead us to believe that any of the foregoing is inaccurate or incomplete in any material respect. Additionally, we have assumed that none of the foregoing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are

made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

c. Our opinions above are subject to and may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other similar laws relating to or affecting the rights of creditors generally and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation (A) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (B) concepts of materiality, reasonableness, good faith and fair dealing. We express no opinion as to the applicability to the obligations of the County (or as to the effect thereof on any opinion expressed in this opinion letter) of Section 548 of the Bankruptcy Code, Chapter 24 of the Texas Business and Commerce Code (the Uniform Fraudulent Transfer Act) or any other provision of law relating to fraudulent conveyances, transfers or obligations. Moreover, we wish to point out that the rights, obligations and remedies of the County under the Reviewed Documents may be subject to possible limitations upon the exercise of remedial or procedural provisions contained in the Reviewed Documents.

d. We express no opinion as to any provision of the Reviewed Documents (i) relating to self-help remedies provided for in the Reviewed Documents, (ii) which purport to restrict access to courts or to legal or equitable remedies or which purport to waive trial by jury, restrict jurisdiction or venue as to courts or to consent to future actions or to waive or affect rights to notices, which purport to waive any remedies or which purport to establish property classifications or evidentiary standards or presumptions including, without limitation, those provisions relating to notice or to powers granted to any party to the Reviewed Documents (including powers of attorney or appointment of an attorney-in-fact), (iii) relating to subrogation rights, future subordination, suretyship, delay or omission of enforcement of rights or remedies, waivers or ratifications of future acts or defenses, the rights of third parties, marshaling of assets, transferability of assets which by their nature are nontransferable, any amendment, waiver, extension or renewal agreement not evidenced by written agreement, indemnity, strict liability, release, exculpation or severability, (iv) constituting restraints on alienation, (v) relating to setoff (to the extent it is determined that no mutuality of obligations exists or such claims are unliquidated or otherwise inappropriate for setoff), (vi) relating to rights of redemption, appraisal or valuation, (vii) which purport to confer subject matter jurisdiction on any federal court to the extent such court does not have such jurisdiction and (viii) which are incorporated by reference from any document or other agreement that is not a Reviewed Document.

e. We advise you that under recent case and statutory law authority in Texas, lessors in most circumstances have a duty to mitigate damages in the event of a default by a lessee under a lease governed by Texas law. Thus, the remedies available to a party who is a lessor under any of the Reviewed Documents will be subject to and qualified by such authority. We advise you also that under Texas case or statutory law the enforceability of provisions in the Reviewed Documents purporting to provide that amounts due under the Reviewed Documents are not subject to setoff or counterclaim may be rendered invalid or unenforceable by actions of any party thereunder. Further, we advise you that the method of computing and collecting damages provided for in any of the Reviewed Documents that

are leases may not be fully consistent with current Texas law in the event of an event of default under a lease or a lease termination and may not be available under Texas law, but Texas law does provide (whether or not provided in the Reviewed Documents that are leases) for collection of “lease termination damages” equal, in general, to the excess (if any) of the discounted present value of what would have been future rents under such leases for the remainder of the current term of the leases over the discounted present value of the fair rental value of the leased premises for the same period.

f. We express no opinion as to any provision of the Reviewed Documents relating to (i) the disregard of any course of dealing between the parties, (ii) an attempt to grant to any party conclusive rights of determination, (iii) methods or procedures for service of process, (iv) a waiver of any objection based on inappropriate venue or forum non conveniens in any federal court of the United States, (v) the establishment of evidentiary standards, (vi) forfeitures, liquidated damages or other economic remedies to the extent such provisions are deemed to constitute penalties and (vii) fiduciary duty requirements.

g. We express no opinion as to the effect on the opinions expressed herein of (i) the compliance or non-compliance of any of the parties to the Reviewed Documents other than the County (collectively the “Other Parties”) with any state, federal or other laws, rules or regulations applicable to it, (ii) the legal or regulatory status or the nature of the business or other activities of any of the Other Parties, (iii) other facts specifically pertaining to the Other Parties or (iv) any state, federal or other laws, rules or regulations or orders that may be applicable as a result of the involvement of the Other Parties in the transactions contemplated by any of the Reviewed Documents or because of the legal or regulatory status or the nature of the business of any of the Other Parties.

h. We express no opinion as to the title to any asset or property described or referred to in a Reviewed Document on the accuracy or sufficiency of any legal description thereof.

i. The opinions expressed in this opinion letter are provided as legal opinions only and not as any guaranties or warranties of the matters discussed herein; such opinions are strictly limited to the matters stated herein; and no other opinions may be implied. The opinions expressed herein are limited to the Applicable Laws of the State of Texas and the United States of America. As used in this opinion letter, “Applicable Laws” means the laws, rules and regulations that in our experience are normally applicable to transactions of the type provided for in the Reviewed Documents. Furthermore, the term “Applicable Laws” does not include (a) any law, rule or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building or construction codes or guidelines, (iii) labor, employee rights and benefits, or occupational safety and health, or (iv) utility regulation, (b) antitrust laws or other laws regulating competition, (c) tax laws, rules or regulations, (d) state or federal securities laws or “blue sky” laws, (e) any laws, rules or regulations issued or promulgated by the Federal Energy Regulatory Commission, (f) any law, rule or regulation relating specifically to banks, insurance companies, funds or other financial institutions that are purchasers or the Collateral Agent or any other law, rule or regulation that may be applicable to any party by virtue of the particular nature of the

business conducted by it or any goods or services produced by it or property owned or leased or operated by it, (g) Executive Order No. 13,244, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten or Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), (h) the Dodd-Frank Wall Street Reform and Consumer Protection Act, (i) Federal Reserve Board margin regulations, (j) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to charter-related documents such as a certificate of merger, (k) compliance with fiduciary duty requirements, (l) patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations, (m) racketeering laws and regulations (e.g., RICO), (n) laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws, (o) bulk transfer law or (p) law concerning access by the disabled and building codes. The opinions expressed herein are based upon, and limited to the Applicable Laws of the United States of America and the State of Texas as of this date, and to the facts known to us on this date, and we do not undertake to provide any opinion as to any matter or to advise any person with respect to any events or changes occurring subsequent to the date of this opinion letter.

This opinion is being given to the addressees named above solely for the purposes of complying with the terms of Section 8(i)(11) of the Purchase Contract and may be relied upon solely by such addressees. Accordingly, this opinion may not be used or relied upon by any other party or for any other purpose whatsoever, in each case, without our prior written approval in each instance.

Yours very truly,

**EXHIBIT A
TO
OPINION LETTER**

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. No undue influence, duress, or deceit exists with respect to the transactions contemplated in the Reviewed Documents and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

2. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing and conscionability;

3. There are no agreements or understandings among the parties to the Reviewed Documents, written or oral, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement or qualify the terms of the Reviewed Documents;

4. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

5. Each of the Reviewed Documents constitute the legal, valid, and binding obligation of all parties thereto other than the County, enforceable against such parties in accordance with the respective terms thereof, and all parties to the Reviewed Documents (other than the County) have complied with all legal requirements that are applicable to them to the extent necessary to make the Reviewed Documents enforceable;

6. Each of the parties to the Reviewed Documents have obtained all approvals, authorizations, consents and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such Reviewed Documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such Reviewed Documents do or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (i) the organizational documents of any such party, (ii) except to the extent expressly provided in the Reviewed Documents, any agreement or instrument to which it is a party or that is otherwise binding upon it or its property, (iii) any order, judgment or decree (whether judicial, administrative, arbitral or other) to which it is a party or that is otherwise binding upon it or its property, or (iv) except as to the County as to the Applicable Laws of the United States of America or the State of Texas binding on the County, the law of any jurisdiction where such obligations were, are or are to be incurred or performed;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. The County will obtain all permits and governmental approvals required in the future, and take all actions similarly required in the future, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and

9. The laws of any jurisdiction other than the Applicable Laws of the United States of America and the State of Texas do not affect the terms of the Reviewed Documents.

SCHEDULE I
REVIEWED DOCUMENTS

Each of the following documents as defined in the Official Statement:

1. the Deed of Trust Agreement dated as of December 21, 2023;
 2. the Facilities Lease Agreement, dated as of December 21, 2023;
 3. the Purchase Contract dated as of November 30, 2023;
 4. the County Continuing Disclosure Undertaking dated as of December 21, 2023;
- and
5. the Resolution authorizing the County's execution of, and performance under, the Ground Lease and the Facilities Lease.