

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated for convenience _____, 2024, but effective on the Escrow Funding Date (as defined herein), is made and entered into by and between FORT BEND COUNTY, TEXAS (the "County") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued the bonds described in Exhibit A (the "Refunded Bonds") attached hereto; and

WHEREAS, the County desires to effectuate the defeasance and refunding of such Refunded Bonds; and

WHEREAS, the Refunded Bonds are scheduled to be redeemed on their respective Redemption Dates (as hereinafter defined) as set forth in Exhibit A; and

WHEREAS, when firm banking and financial arrangements have been made for the payment of the principal of and interest on the Refunded Bonds to their respective Redemption Dates, the Refunded Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the County to issue, sell and deliver refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a qualified escrow agent, and such deposit, if made on or before the payment date therefor and in sufficient amount to provide for the payment or redemption of the principal of and interest on the Refunded Bonds, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, Chapter 1207 further authorizes the County to enter into an escrow agreement with any qualified escrow agent with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the County and such paying agent may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Bonds when due; and

WHEREAS, the Escrow Agent is a commercial bank that is not a depository of the County and is otherwise qualified to act as an escrow agent under Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Escrow Agreement and timely make available to the other places of payment, if any, for the Refunded Bonds the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Escrow Agreement; and

WHEREAS, the governing body of the County has adopted an order (the "Order") authorizing the sale of the County's Senior Lien Toll Road Revenue Refunding Bonds, Series 2024A in the aggregate principal amount of \$_____ (the "Refunding Bonds") authorizing and directing the issuance of the Refunding Bonds; and

WHEREAS, the Order authorizes and directs the issuance of the Refunding Bonds, for the purpose, among others, of providing the funds necessary to refund the Refunded Bonds; and

WHEREAS, the governing body of the County has determined that a portion of the proceeds of the Refunding Bonds, together with contributions of the County, sufficient to pay the principal of and interest on the Refunded Bonds on their respective Redemption Dates, as applicable, thereof shall be deposited in cash and Escrowed Securities (as hereinafter defined) to the Escrow Fund (as hereinafter defined) to be applied by the Escrow Agent to the payment of the redemption price of the Refunded Bonds on their respective Redemption Dates; and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the proceeds of the Refunding Bonds and other funds, so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the Escrow Agent does not serve as a depository institution of the County;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and to secure the full and timely payment of the principal of and interest on the Refunded Bonds, the County and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Capitalized terms used herein and not defined herein shall have the meanings assigned in the County Order. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

"County" means Fort Bend County, Texas.

"Escrow Agent" means Zions Bancorporation, National Association in its capacity as escrow agent hereunder, and any successor in such capacity.

"Escrow Agreement" means this escrow agreement.

“Escrow Fund” means the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” means the date of delivery of the Refunding Bonds on which date the County will deposit with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

“Escrowed Securities” means: (1) direct non-callable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, purchased for deposit into the Escrow Funds, a copy of which is attached hereto as Exhibit B.

“Paying Agent for the Refunded Bonds” means Zions Bancorporation, National Association.

“Refunded Bonds” mean the County’s outstanding bonds described in Exhibit A attached hereto

“Report” means the verification report for the Bonds prepared by Public Finance Partners LLC, relating to the refunding of the Refunded Bonds, and any subsequent report required by Section 5.03, a copy of which is attached hereto as Exhibit C.

Section 1.02. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On the Escrow Funding Date the District will deposit, or cause to be deposited, with the Escrow Agent the following:

- (a) Escrowed Securities more fully described in the Report; and
- (b) A beginning cash balance as provided in the Report.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. On the Escrow Funding Date the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as the “Fort Bend County, Texas Toll Road Revenue Refunding Bonds, Series 2024A Escrow Fund” into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom, and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers to the Paying Agent for the Refunded Bonds of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Refunded Bonds for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal of and Interest on Refunded Bonds. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Refunded Bonds as the same become due and payable.

(b) Money transferred to and held by the Paying Agent for the Refunded Bonds in accordance with the provisions hereof shall be held by the Paying Agent for the Refunded Bonds as a separate fund for the account of the respective holders of the Refunded Bonds in connection with which such money is held; provided, however, that money so held remaining unclaimed by the owners of such Refunded Bonds for three (3) years after the dates on which payment was due shall be reported and disposed of by the Paying Agent for the Refunded Bonds in accordance with the provisions of Title 6 of the Texas Property Code.

Section 3.03. Sufficiency of Escrow Fund. The District represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Bonds at the times and in the amounts required to pay the principal of and interest on the Refunded Bonds as such principal and interest becomes due and payable.

Section 3.04. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The

holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District.

Section 3.06. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Accounts, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

REDEMPTION OF CERTAIN

REFUNDED BONDS PRIOR TO MATURITY

Section 4.01. Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A hereto, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

ARTICLE V

LIMITATION ON INVESTMENTS

Section 5.01. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 5.02. Reinvestment of Proceeds. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities in obligations meeting the requirements for Escrowed Securities as specified in Section 1.01 of this Escrow Agreement, at the times, in the amounts, and maturing and bearing interest, all as set out in the Report.

Section 5.03. Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or obligations meeting the requirements for Escrowed Securities as specified in Section 1.01 of this Escrow Agreement. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion or verification report from a recognized firm of independent certified public accountants to the effect that such transaction will not cause the amount of money and securities in the Escrow Accounts to be reduced below an amount which will be sufficient, when added to the interest to

accrue thereon, to provide for the payment of principal of and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunding Bonds to be an “arbitrage bond” within the meaning of the Code, and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds.

Section 5.04. Substitution of Escrowed Securities at Closing. Concurrently with the sale and delivery of the Refunding Bonds, the County, at its option, may substitute cash or Escrowed Securities for the Escrowed Securities listed in the Report, but only if such cash and/or Escrowed Securities:

(a) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(b) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute the Escrowed Securities listed in the Report which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Accounts, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Escrowed Securities, provided, that upon any such substitution the Escrow Agent receives (a) a new verification report from a firm of independent certified public accountants as to the sufficiency of the Escrowed Securities to provide for the payment of the Refunded Bonds (assuming such substitution has been made and assuming a zero percent reinvestment rate) and (b) an opinion of bond counsel to the effect that such substitution shall not affect the tax-exempt status of interest on the Refunded Bonds or the Refunding Bonds.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the owners of the Refunded Bonds.

Section 6.02. Reports. For the period beginning on the Escrow Funding Date and ending on _____, 2024, the Escrow Agent shall prepare and send to the District, at the District’s request, within 30 days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Bonds, together with a

detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Section 6.03. Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that the cash and Escrowed Securities in the Escrow Fund are not sufficient to provide for the transfer to the Paying Agent for the Refunded Bonds for timely payment of all interest on and principal of the Refunded Bonds.

ARTICLE VII

CONCERNING THE ESCROW AGENT

Section 7.01. Representations of Escrow Agent. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. (a) The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

(b) The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Bonds for the payments of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Accounts or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

(c) The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

(d) The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Accounts, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

(e) In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

(f) It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

(g) Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Accounts and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

(h) The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

(i) To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees of outside counsel engaged by the Escrow Agent and expenses of defending itself against any claim or liability in connection with its performance hereunder, except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful action.

(j) The Escrow Agent shall not incur any liability for any losses arising as a result of any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Accounts or any earnings thereon.

Section 7.03. Compensation. On the Escrow Funding Date, the District will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the amount specified in the Fee Schedule attached hereto as Exhibit D. The paying agent for the Refunded Bonds will continue to act as paying agent for the life of the Refunded Bonds under their existing fee schedule, with the sole remedy for nonpayment being an action for amounts owing under the paying agency agreement. The Escrow Agent's fee does not include the cost of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is

requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Successor Escrow Agents. This Escrow Agreement may be terminated by the County or the Escrow Agent on 60 days written notice, but no such termination shall be effective until a successor Escrow Agent has been appointed and has accepted such appointment. If a successor has not been appointed within the 60 days, the Escrow Agent may, at the County's expense, petition a court of competent jurisdiction to have a successor escrow agent appointed. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

Section 7.05. Consequential Damages. Anything in this Escrow Agreement to the contrary notwithstanding, to the extent permitted by law, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of such loss or damage and regardless of the form of action.

Section 7.06. Merger, Conversion, Consolidation or Succession. Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Refunding Bond shall have been registered, but not delivered, by the Escrow Agent then in office, any successor by merger, conversion, or consolidation to such authenticating Escrow Agent may adopt such registration and deliver the Refunding Bond so registered with the same effect as if such successor Escrow Agent had itself registered such Refunding Bond.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, Texas 77002
Attention: Corporate Trust Department

To the County:

Fort Bend County, Texas
301 Jackson Street
Richmond, Texas 77469
Attention: County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.02. Verifications of Statutory Representations and Covenants. The The Escrow Agent makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearms Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 8.04. Form 1295 Exemption. The Escrow Agent represents that it is a wholly owned subsidiary of Zions Bancorporation, National Association, a publicly traded business entity, and therefore this Escrow Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

Section 8.05. Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the Owners of the Refunded Bonds or to any other person or persons in connection with this Escrow Agreement.

Section 8.06. Binding Agreement. This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the Owners of the Refunded Bonds, the County, the Escrow Agent and their respective successors and legal representatives.

Section 8.07. Severability. If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.08. Amendment. Except as provided in this Section, this Escrow Agreement may not be amended without the prior written consent of the Owners of all Refunded Bonds then outstanding. No consent of any Owner shall be required for amendments limited to: (a) the insertion of unintentionally omitted material or the correction of mistakes or clarification of ambiguities; (b) the pledging of additional security to the refunded bondholders; or (c) the deposit of additional cash or securities to the escrow accounts.

Section 8.09. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.10. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

[Signature Pages Follow]

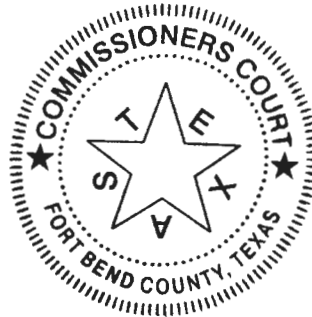
IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Escrow Agreement, as of the date and year appearing on the first page of this Escrow Agreement.

FORT BEND COUNTY, TEXAS

By: 
County Judge

ATTEST:

By: 
County Clerk and Ex Officio Clerk
of the Commissioners Court



ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Escrow Agent

By: _____

Title: _____

Amegy Bank Division

EXHIBIT A

SCHEDULE OF REFUNDED BONDS

EXHIBIT B

ESCROW SECURITIES

[Attached]

EXHIBIT C

VERIFICATION REPORT

[Attached]

EXHIBIT D

FEE SCHEDULE

[Attached]