

**CLOSING CERTIFICATE**

\_\_\_\_\_, 2024

We, the undersigned County Judge and County Auditor of Fort Bend County, Texas (the "Issuer"), acting in our official capacity, hereby certify with respect to the Issuer's Toll Road Revenue Refunding Bonds, Series 2024A (the "Bonds"), as follows:

1. This certificate is being given pursuant to Section \_\_\_\_\_ of that certain Bond Purchase Agreement (the "Bond Purchase Agreement") dated \_\_\_\_\_, 2024, between the Issuer and the Underwriters therein. Capitalized terms herein are used as defined in the Bond Purchase Agreement.

We certify that:

1. The Issuer has duly performed all of its obligations to be performed and satisfied all conditions on its part to be satisfied at or prior to the Closing, and each of the representations and warranties of the Issuer contained in the Purchase Agreement is true and correct at and as of the Closing, with the same effect as if made on the date of Closing;

2. The Issuer has authorized, by all necessary action, the execution and delivery or receipt and due performance of the Bonds, the Issuer Documents, the Official Statement, and any and all such other agreements and documents as may be required to be executed and delivered or received by the Issuer in order to carry out, give effect to, and consummate the transactions described in the Purchase Agreement and the Official Statement, and the governing body of the Issuer has authorized, by all necessary action, the adoption of the Order;

3. Except as described in the Official Statement, no litigation is pending or, to the best of the Issuers knowledge and belief, threatened in any court or before any governmental agency or administrative entity or authority in any way affecting the existence of the Issuer or the titles of the members of the governing body of the Issuer or any other officials of the Issuer to their respective positions or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way affecting or contesting any authority for or the validity or enforceability of the Bonds or the Issuer Documents or the existence or powers of the Issuer, or contesting in any way the completeness or accuracy of the Official Statement;

4. The adoption of the Order by the governing body of the Issuer and the execution and delivery of the Bonds, the Issuer Documents, and the Official Statement, and the compliance of the Issuer with the provisions of the Purchase Agreement and thereof, will not conflict with, or constitute on the part of the Issuer a breach of or a default under any existing law, court, or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, or other instrument to which the Issuer is subject or by which the Issuer is subject;

5. The Order authorizing the Bonds and the related transactions has not been amended, modified, or repealed and is in full force and effect;

6. The information set forth in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

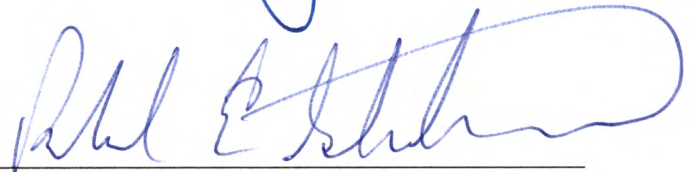
7. To the best of our knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect.

*[Signature Page Follows]*

SIGNED as of the date first written above.

FORT BEND COUNTY, TEXAS

By:   
County Judge

By:   
County Auditor