

ORDER AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024A; APPROVING THE SIXTH SUPPLEMENTAL SENIOR LIEN TOLL ROAD REVENUE BOND TRUST INDENTURE AND RELATED MATTERS; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING PREPARATION OF AN OFFICIAL STATEMENT; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNTS, INTEREST RATES, PRICES AND TERMS OF SUCH BONDS AND CERTAIN OTHER MATTERS RELATING THERETO; AUTHORIZING THE DEFEASANCE, FINAL PAYMENT AND DISCHARGE OF CERTAIN OUTSTANDING BONDS; AUTHORIZING NECESSARY ACTIONS, INCLUDING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS RELATING THERETO; MAKING FINDINGS WITH RESPECT THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Fort Bend County, Texas, acting through its Commissioners Court (the "County"), is authorized pursuant to and in accordance with the provisions of Chapter 284, Texas Transportation Code, as amended (the "Act"), among other things to:

- (1) construct, acquire, improve, operate, maintain, or pool a project exclusively in the county, in the county and outside the county or in one or more adjacent counties;
- (2) issue tax bonds, revenue bonds, or combination tax and revenue bonds to pay the cost of the construction, acquisition, or improvement of a project;
- (3) issue tax bonds, revenue bonds, or combination tax and revenue bonds to refund outstanding bonds issued for any part of a pooled project, including payment of a bond redemption premium and any interest to the date of redemption; or
- (4) impose tolls or charges as otherwise authorized by the Act;

WHEREAS, the Act defines a "Project" in part as, a causeway, bridge, tunnel, turnpike, highway, ferry, or any combination of those facilities, including:

- (1) a necessary overpass, underpass, interchange, entrance plaza, toll house, service station, approach, fixture, and accessory and necessary equipment that has been designated as part of the project by order of a county;
- (2) necessary administration, storage, and other buildings that has been designated as part of the project by order of a county; and
- (3) all property rights, easements, and related interests acquired.

WHEREAS, the Act provides that if bonds issued pursuant to the Act are payable in whole or in part from project revenue, the county shall impose tolls and charges that are, together with other money or revenues available for the project, including ad valorem tax, sufficient to:

- (1) pay the maintenance and operating expenses of the project;
- (2) pay the principal of, premium of, if any, and interest on the bonds when due;
- (3) establish a reserve for payment of bond principal, premium, and interest; and
- (4) establish an adequate fund for project depreciation and replacement.

WHEREAS, the County previously issued its (1) Senior Lien Toll Road Revenue Bonds, Series 2012 pursuant to the Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “Indenture”) and the First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (the “First Supplemental Indenture”), (2) Senior Lien Toll Road Revenue Bonds, Series 2014 pursuant to the Indenture and the Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2014 (the “Second Supplemental Indenture”), (3) Senior Lien Toll Road Revenue Bonds, Series 2016 pursuant to the Indenture and the Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of February 1, 2016 (the “Third Supplemental Indenture”), and (4) Senior Lien Toll Road Revenue Bonds, Series 2021 pursuant to the Indenture and the Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of July 1, 2021 (the “Fourth Supplemental Indenture”), each between the County and Wells Fargo Bank, N.A., as trustee (the “Prior Trustee”);

WHEREAS, the Prior Trustee resigned as trustee under each of the Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental and Fourth Supplemental Indenture and was replaced by Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas as trustee (the “Trustee”) for the bonds listed above;

WHEREAS, the County previously issued its Senior Lien Toll Road Revenue Bonds, Series 2024 pursuant to the Indenture and the Fifth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated May 15, 2024 (the “Fifth Supplemental Indenture”) between the County and the Trustee;

WHEREAS, the County has determined that it is in the best interests of the County to issue its Senior Lien Toll Road Revenue Refunding Bonds, Series 2024A (the “Series 2024A Bonds”) pursuant to the Indenture and the Sixth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2024 (the “Sixth Supplemental Indenture”) between the County and the Trustee (the Indenture, as supplemented is referred to herein collectively as the “Senior Lien Indenture”) in order to refund and defease all or a portion of the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 and Senior Lien Toll Road Revenue Bonds, Series 2016 (the “Refunded Bonds”) and (ii) pay the costs of issuing the Series 2024A Bonds and refunding the Refunded Bonds;

WHEREAS, the County is authorized to issue the Series 2024A Bonds pursuant to the Senior Lien Indenture, the Act, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”);

WHEREAS, Chapter 1207 authorizes the County to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds, and to accomplish such refunding or defeasance

by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds;

WHEREAS, the County desires to authorize the execution of one or more escrow agreements or deposit agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the County, to pay the redemption price of the Refunded Bonds when due;

WHEREAS, when the County issues the Series 2024A Bonds and makes the deposits authorized in the Pricing Certificate (as defined herein), the Refunded Bonds will no longer be regarded as outstanding, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the indentures authorizing the issuance of the Refunded Bonds will be discharged, terminated and defeased as to the Refunded Bonds;

WHEREAS, the Commissioners Court of the County hereby finds and determines that the refunding and defeasance of the Refunded Bonds, as contemplated in this Order, will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit constitutes valid public purpose and is sufficient consideration for the refunding contemplated herein;

WHEREAS, the County has been presented with, has considered, desires and directs the Authorized Representative to approve the use of in the public offering of the Series 2024A Bonds a preliminary official statement (the "Preliminary Official Statement"), and desires to authorize the preparation and use of a final Official Statement (the "Official Statement") pertaining to the Series 2024A Bonds;

WHEREAS, the County has a principal amount of at least \$100,000,000 in a combination of authorized and outstanding indebtedness secured by and payable from the County's ad valorem taxes and such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, and therefore the County qualifies as an "Issuer" under Section 1371.001(4)(K)(ii), Texas Government Code, as amended;

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, the County desires to delegate the authority to effect the sale of the Series 2024A Bonds to an Authorized Officer (as defined herein);

WHEREAS, the Commissioners Court of the County confirms its obligation under the Indenture to levy ad valorem taxes within the limits prescribed by law, to pay the operation costs of the Project and for such other purposes as required by the Indenture, if necessary;

WHEREAS, the Commissioners Court of the County desires to ratify certain other actions heretofore taken with respect to the Series 2024A Bonds and the Refunded Bonds; and

WHEREAS, capitalized terms used in this Order and not otherwise defined shall have the meaning given to such terms in the Senior Lien Indenture.

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

ARTICLE I.

THE SERIES 2024A BONDS

Section 1.1. Sale, Execution, and Delivery of the Series 2024A Bonds. The issuance of the Series 2024A Bonds is hereby authorized in a par amount not to exceed \$77,000,000, under and in accordance with the Pricing Certificate, Senior Lien Indenture, and that, upon execution and delivery of the Sixth Supplemental Indenture, the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Series 2024A Bonds and to deliver the Series 2024A Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts for registration and the Trustee or authenticating agent for authentication, and thereafter to deliver such Series 2024A Bonds to the Underwriters pursuant to the Bond Purchase Agreement.

Section 1.2. Authorized Officer. As authorized by Chapter 1371 and Chapter 1207, the County Judge and the County Auditor (each an "Authorized Officer") are hereby authorized to act on behalf of the County in selling and delivering the Series 2024A Bonds and carrying out other procedures specified herein, including agreeing to and stipulating the price at which the Series 2024A Bonds will be sold, the date or dates on which the Series 2024A Bonds will be sold, the years in which the Series 2024A Bonds will mature, the total principal amount of the Series 2024A Bonds and the principal amount to mature in each of such years of maturity, the rate of interest to be borne by each such maturity, the dates, prices and terms, if any, upon which the Series 2024A Bonds will be subject to optional redemption, if applicable, prior to maturity, the purchase of a bond insurance policy or policies, if any, for all or any portion of the Series 2024A Bonds, and all other matters relating to the issuance, sale and delivery of the Series 2024A Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (1) the price to be paid for the Series 2024A Bonds shall be not be less than 90% of the aggregate original principal amount of the Series 2024A Bonds;
- (2) the net effective interest rate of the Series 2024A Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (3) prior to delivery, the Series 2024A Bonds must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations;
- (4) the aggregate principal amount of the Series 2024A Bonds allocated to the refunding of the Refunded Bonds is equal to an amount sufficient to provide for the refunding of an amount of the Refunded Bonds that will result in a reduction in debt service costs to the County;

(5) the final maturity date of the Bonds shall not exceed 2050.

(6) any finding by the Authorized Officer relating to the sale and delivery of the Series 2024A Bonds shall have the same force and effect as a finding or determination made by the Commissioners Court.

The authority granted to the Authorized Officer in this Section shall expire on a date one year from the date of this Order, unless otherwise extended by the County by separate action.

Section 1.3. Approval, Execution, and Delivery of the Sixth Supplemental Indenture. The form of the Sixth Supplemental Indenture attached as Exhibit A is hereby approved and the officers of the County are each hereby authorized to execute, attest, and affix the County's seal to the Sixth Supplemental Indenture, and to deliver the Sixth Supplemental Indenture to the Trustee and the Underwriters.

Section 1.4. Approval, Execution, and Delivery of the Bond Purchase Agreement. The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the County one or more Bond Purchase Agreements providing for the sale of the Series 2024A Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Bond Purchase Agreement in accordance with the terms of a Pricing Certificate, the Sixth Supplemental Indenture and this Order, which final terms shall be determined to be the most advantageous reasonably obtainable by the District, such approval and determination being evidenced by the execution of the Bond Purchase Agreement by the Authorized Officer.

Section 1.5. Approval, Execution, Use, and Distribution of the Preliminary Official Statement and Official Statement. The Commissioners Court of the County hereby delegates to the Authorized Representative the authority to approve and "deem final" for purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, except for the omission of no more than the information permitted by such Rule, the Preliminary Official Statement prepared in connection with the Series 2024A Bonds, and further approves the use and distribution of such document by the Underwriters in accordance with the terms, conditions and limitations contained therein. Further, the preparation and distribution by the Underwriters of a final Official Statement in substantially the same form as the Preliminary Official Statement, together with such additions, deletions and modifications as shall be necessary and desirable or consistent with the terms of this Order the Senior Lien Indenture and the Pricing Certificate, is hereby authorized; the officers of the County are each hereby authorized to execute the Official Statement; and that the use and distribution of the Official Statement by the Underwriters is hereby approved and authorized, subject to the terms, conditions and limitations contained therein and further subject to such amendments or additions thereto as may be required by the Bond Purchase Agreement and as may be approved by the Authorized Officer.

Section 1.6. Engagement of Professionals. The County hereby approves the engagement of (1) Bracewell LLP, as Bond Counsel to the County, and (2) Cantu, Harding Montoya LLP, as Disclosure Counsel to the County, and confirms the prior engagement of Post Oak Municipal Advisors LLC, as Financial Advisor to the County, in connection with the issuance and sale of the Series 2024A Bonds.

Section 1.7. Approval of Requests for Rating from Rating Agencies. The action of the County Judge and the County's consultants in seeking ratings from Moody's Investors Service, Inc. and Fitch Ratings, Inc. is hereby ratified and confirmed.

ARTICLE II.

MATTERS RELATED TO REFUNDING

Section 2.1. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the escrowed securities required by and referenced in the escrow agreement, if any, as may be necessary for the escrow fund and the application for the acquisition of the escrowed securities is hereby approved.

Section 2.2. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Trustee for Refunded Bonds. The Authorized Officer is hereby authorized to execute and deliver one or more escrow agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate County officials. Alternatively, the Authorized Officer may elect to deposit directly with the trustee for the Refunded Bonds the proceeds of the Series 2024A Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds and is hereby authorized to execute and deliver one or more deposit agreements in connection with such deposits.

Section 2.3. Redemption Prior to Maturity of Certain Refunded Bonds. In order to maximize the County's present value savings and/or to minimize the County's costs, the County hereby authorizes and directs that the Refunded Bonds shall be called for redemption prior to maturity at such date and redemption price or prices as shall be provided in the Pricing Certificate, and the Authorized Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given notice of such redemption to the holders of such bonds in the manner required in such bonds and in the order under which they were issued.

Section 2.4. Use of Certain Funds Maintained for Refunded Bonds. Amounts on deposit in any funds or accounts maintained pursuant to the indenture under which the Refunded Bonds were issued which are allocable to the Refunded Bonds may be withdrawn and deposited with the escrow agent pursuant to the escrow agreement, if any, to the extent required to defease any portion of the Refunded Bonds, transferred to the appropriate debt service fund or applied for other purposes as provided in the Sixth Supplemental Indenture and the verification report, if any. The County Treasurer is hereby authorized and directed to withdraw and apply, to the extent necessary, all such amounts for the purpose of carrying out the foregoing transfers and deposits.

ARTICLE III.

MAINTENANCE TAX

Section 3.1. Maintenance Tax. A special fund, designated as FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE BOND MAINTENANCE TAX FUND (the “Tax Fund”), has been created under the Indenture, and the proceeds from all taxes levied, assessed and collected for and on account of the Series 2024A Bonds shall be credited to the Tax Fund. While the Series 2024A Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the County shall in each year levy, assess and collect an annual maintenance tax on all taxable property within the County fully sufficient in each such year (taking into account delinquencies and costs of collection) to produce maintenance tax revenues which shall be sufficient to (a) pay as they become due all Project Expenses, as defined in the Indenture, for which there are insufficient available Revenues, as defined in the Indenture, or (b) produce maintenance tax revenues for the Project equal to the amounts budgeted for such purpose in such year by the County, whichever is greater. In determining each year the rate at which such tax should be levied in order to be sufficient to pay the aforesaid Project Expenses, the County may consider the availability of other funds available for such purpose as provided in the Senior Lien Indenture and any other supplemental indenture to the Indenture.

ARTICLE IV.

MISCELLANEOUS PROVISIONS

Section 4.1. Ratifying Other Actions. All other actions, heretofore or hereafter taken, by the Commissioners Court of the County, the County Judge, the County Attorney, the County Treasurer, the County Auditor, the Commissioners Court Coordinator, the Director of Financial Services for the County, the Fort Bend County Toll Road Authority and its consultants and the other County officials (collectively, the “County Officials”) in connection with the issuance of the Series 2024A Bonds are hereby ratified and confirmed to the extent consistent with the provisions of this Order. If inconsistent, the terms of this Order shall prevail.

Section 4.2. Authorization for Certain Other Actions. The County Officials are hereby authorized to take such other actions as may be necessary to meet with bond rating agencies, bond insurers and prospective bond purchasers so as to achieve the most favorable terms for the sale of the Series 2024A Bonds and to attend the closing for the Series 2024A Bonds, and to incur expenses for travel, meals, and lodging in connection therewith.

Section 4.3. Execution and Delivery of Other Documents. The officers of the County are each hereby authorized to execute, attest, and affix the County’s seal to such other agreements, advance commitment agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests and other papers, including without limitation, engagement letters in the forms presented to the Commissioners Court of the County and to take all action and to do all things whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Senior Lien Indenture (including the Sixth Supplemental Indenture), and the Bond Purchase Agreement.

Section 4.4. Exhibits Incorporated Herein. That all of the terms and provisions of the documents listed below as an exhibit shall be and are hereby approved, incorporated into and made a part of this Order for all purposes.

Exhibit “A” - Sixth Supplemental Indenture

Section 4.5. Power to Revise Form of Documents. That, notwithstanding any other provision of this Order, the officers of the County are each hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as in the judgment of the County Judge, and in the opinion of Bond Counsel to the County, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Senior Lien Indenture (including the Sixth Supplemental Indenture), the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Series 2024A Bonds by the Attorney General of Texas, by any rating agency as a condition to the granting of a rating on the Series 2024A Bonds or by a bond insurance company for the issuance of a bond insurance policy guaranteeing the scheduled payment of debt service on the Series 2024A Bonds; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Series 2024A Bonds or such documents shall be confirmed by the Commissioners Court of the County.

Section 4.6. Application of Bond Proceeds. That the proceeds of the Series 2024A Bonds shall be applied for the purposes set forth in the Sixth Supplemental Indenture.

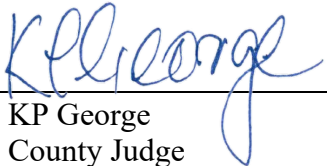
Section 4.7. Effective Date. That this Order shall be in full force and effect from and upon its adoption.

Section 4.8. Notice of Meeting. That written notice of the date, hour and place of such meeting of the Commissioners Court of the County and of the subject of the Order was posted for at least 72 hours preceding the convening of such meeting, on a bulletin board in the Fort Bend County Court House located at a place convenient to the public; that such place was readily accessible to the general public at all times from the time of such posting until the convening of such meeting, that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof was discussed, considered and formally acted upon, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

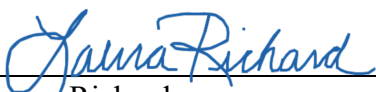
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ADOPTED, PASSED, and APPROVED this 12th day of November, 2024.

FORT BEND COUNTY, TEXAS

By: 
KP George
County Judge
Fort Bend County, Texas

ATTEST:

By: 
Laura Richard,
County Clerk and Ex Officio Clerk of the
Commissioners Court Fort Bend County, Texas

(SEAL)

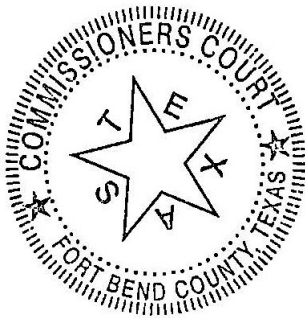


EXHIBIT A

SIXTH SUPPLEMENTAL INDENTURE

SIXTH SUPPLEMENTAL
SENIOR LIEN TOLL ROAD REVENUE BOND TRUST INDENTURE

BETWEEN

FORT BEND COUNTY, TEXAS

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

AUTHORIZING

FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024A

Dated as of December 1, 2024

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SIXTH SUPPLEMENTAL
SENIOR LIEN TOLL ROAD REVENUE BOND TRUST INDENTURE

AUTHORIZING

FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024A

THIS SIXTH SUPPLEMENTAL SENIOR LIEN TOLL ROAD REVENUE BOND TRUST INDENTURE, dated as of the 1st day of December 2024 (this “Sixth Supplemental Indenture”), is made by and between FORT BEND COUNTY, TEXAS (the “County”), a body politic and corporate and political subdivision of the State of Texas duly created, organized and existing under the laws of the State of Texas, and Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas, in its capacity as trustee (together with any successor trustee hereunder, the “Trustee”).

WHEREAS, there was executed and delivered the Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of May 15, 2012 (the “Indenture”), a First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of May 15, 2012 (the “First Supplemental Indenture”), a Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of December 1, 2014 (the “Second Supplemental Indenture”), a Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of February 1, 2016 (the “Third Supplemental Indenture”) and a Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture, dated as of July 1, 2021 (the “Fourth Supplemental Indenture”), each between the County and the Prior Trustee (as defined below) and a Fifth Supplemental Senior Lien Toll Road Revenue and Refunding Bond Trust Indenture dated as of May 15, 2024, between the County and the Trustee (the “Fifth Supplemental Indenture”);

WHEREAS, the Indenture provides for the issuance of Bonds of the County from time to time upon the terms and conditions provided in the Indenture;

WHEREAS, when the County issues each Series of Bonds under the Indenture it must adopt a Supplemental Indenture providing for the terms and conditions of each such Series of Bonds;

WHEREAS, pursuant to the Indenture, Chapters 1201, 1207 and 1371 of the Texas Government Code, as amended, and Chapter 284 of the Texas Transportation Code, as amended, the County has determined to issue a Series of Bonds under the Indenture (the “Series 2024A Bonds”) in order to refund and defease the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 and Senior Lien Toll Road Revenue Bonds, Series 2016 (the “Refunded Bonds”) and pay the costs of issuing the Series 2024A Bonds and refunding the Refunded Bonds; and desires to enter into this Sixth Supplemental Indenture for such purpose;

[WHEREAS, the County desires to enter into an escrow agreement with Zions Bancorporation, National Association, as escrow agent, (the “Escrow Agreement”) pursuant to which provision will be made for the safekeeping, investment, reinvestment, administration, and disposition of such cash and obligations as may be necessary to make firm banking arrangements

to provide for the full and timely payment of the principal of, premium, if any, and interest on the Refunded Bonds;]

[WHEREAS, the County desires to authorize, as necessary, the purchase of certain securities with a portion of the proceeds of the Bonds herein authorized for deposit into such escrow fund;]

WHEREAS, upon the issuance of the Series 2024A Bonds herein authorized and the creation, as necessary, of the escrow arrangements referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the supplemental indentures authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased;

WHEREAS, the Commissioners Court hereby finds and determines that the refunding and defeasance of the Refunded Bonds, as contemplated in this Order, will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit constitutes valid public purpose and is sufficient consideration for the refunding;

WHEREAS, pursuant to the Order (as defined herein), the County has authorized the Authorized Officer (as defined herein) to make such findings and determinations as may be required in connection with the issuance of the Series 2024A Bonds and the refunding of the Refunded Bonds and to set forth such findings and determinations in the Pricing Certificate;

WHEREAS, the execution and delivery of this Sixth Supplemental Indenture and the issuance of the Series 2024A Bonds have been in all respects duly and validly authorized by the Order;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2024A Bonds by the owners thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective owners from time to time of the Series 2024A Bonds, as follows:

ARTICLE I. DEFINITIONS AND STATUTORY AUTHORITY

SECTION 101. Sixth Supplemental Indenture. This Sixth Supplemental Indenture is supplemental to, and is adopted in accordance with Article III and Article X of the Indenture.

SECTION 102. Definitions. (a) Except as provided in subsection (b) of this Section, all defined terms contained in the Indenture shall have the same meanings in this Sixth Supplemental Indenture, including the recitals hereof, as such defined terms are given in Section 1.01 of the Indenture, unless the context shall otherwise require.

(b) As used in this Sixth Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings with respect to the Series 2024A Bonds and all other Bonds issued under the Indenture.

“Principal Payment Date” means March 1 in the years of maturity specified in Section 202 hereof.

“Sixth Supplemental Indenture” shall mean this Sixth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture of the County dated as of [____], [2024] authorizing the Series 2024A Bonds.

“Series 2024A Bonds” shall mean the Bonds of the County of the Series authorized by this Sixth Supplemental Indenture in the aggregate principal amount of \$[____] and herein designated Fort Bend County, Texas Senior Lien Toll Road Revenue Refunding Bonds, Series 2024A.

(c) As used in this Sixth Supplemental Indenture, the following shall have the following respective meanings but only for the purposes of the Series 2024A Bonds and this Sixth Supplemental Indenture.

“Authenticating Agent” shall mean the Trustee, Zions Bancorporation, National Association, with a corporate trust office in Houston, Texas, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

“Blanket Letter of Representation” means the Blanket Issuer Letter of Representations between the County and DTC.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the Regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“DTC” means The Depository Trust Company, New York, New York.

[“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2024A Bonds when due.]

[“Insurer” means [____], a [New York stock insurance company], or any successor thereto or assignee thereof.]

“Interest Payment Date” shall mean March 1 and September 1 of each year as applicable.

“Issuance Date” shall mean the date of initial issuance and delivery of the Series 2024A Bonds to the Underwriter, or the representative thereof, against payment therefor.

“Paying Agent” shall mean the Trustee, Zions Bancorporation, National Association, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

“Record Date” shall mean that day which is the fifteenth (15th) day of the month preceding an Interest Payment Date.

“Registrar” shall mean the Trustee, Zions Bancorporation, National Association, or such other bank or trust company or national banking institution as the County may designate from time to time which meets the requirements of Sections 9.02 and 9.13 of the Indenture.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Reserve Policy” means the debt service reserve insurance policy issued by the Insurer and deposited in the Debt Service Reserve Fund Participant Account with respect to the Series 2024A Bonds. The Reserve Policy shall constitute a Debt Service Reserve Fund Surety Policy for all purposes of the Indenture.

“Underwriter” shall mean, together, [] and [].

(d) Articles and sections referred to by number shall mean the articles and sections of this Sixth Supplemental Indenture.

SECTION 103. Authority of this Sixth Supplemental Indenture. This Sixth Supplemental Indenture is adopted pursuant to the provisions of the Act and the Indenture.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF SERIES 2024A BONDS, GENERAL TERMS AND PROVISIONS OF THE SERIES 2024A BONDS

SECTION 201. Name, Amount, Purpose, Authorization.

The Series 2024A Bonds, to be known and designated as FORT BEND COUNTY, TEXAS SENIOR LIEN TOLL ROAD REVENUE REFUNDING BONDS, SERIES 2024A, shall be issued in fully registered form, without coupons, in the aggregate amount not to exceed \$[]. The Series 2024A Bonds shall be issued in order to refund and defease the Refunded Bonds and pay the costs of issuing the Series 2024A Bonds and refunding the Refunded Bonds, all under and pursuant to the authority of the Act and all other applicable law.

SECTION 202. Date, Denomination, Interest Rates, and Maturities.

(a) The Series 2024A Bonds shall be dated [], [2024] and shall mature on March 1 in the years and in the amounts set forth below and shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rates set forth below payable on [], [2025], and semiannually thereafter

on each March 1 and September 1. The Series 2024A Bonds shall initially be evidenced by an initial Series 2024A Bond registered by the Comptroller (the “Initial Bond”) numbered T-1 and thereafter by definitive Series 2024A Bonds numbered in sequence beginning with R-1. Definitive Series 2024A Bonds delivered on transfer of or in exchange for the Initial Bond shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Series 2024A Bonds in lieu of which they are delivered. Interest on the Series 2024A Bonds at such rates as shown below shall be payable in the manner provided in the FORM OF BOND set forth in Exhibit A to this Sixth Supplemental Indenture.

(b) Except as provided below, no Series 2024A Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Sixth Supplemental Indenture unless and until the Trustee’s Authentication Certificate, substantially in the form provided in the FORM OF BOND attached hereto as Exhibit A, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. In lieu of the executed Trustee’s Authentication Certificate described above, the Initial Bond delivered at the Closing Date shall have attached hereto the Comptroller’s Registration Certificate substantially in the form provided in the FORM OF BOND attached hereto as Exhibit A, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(c) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Series 2024A Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or electronic signature of the County Judge, the County Clerk and the County Treasurer, approved by the Attorney General of the State of Texas, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver definitive Series 2024A Bonds to DTC.

(d) The Initial Bond shall be in the form set forth in Exhibit A, except for the following alterations:

(i) immediately under the name of the Series 2024A Bond, the headings “Interest Rate” and “Maturity Date” shall both be completed with the words: “As Shown Below” and the words “CUSIP No.” deleted; and

(ii) in the first paragraph, the words “on the maturity date specified above” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence, “in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

[Insert schedule from Pricing Certificate]”

SECTION 203. Application of Bond Proceeds; Funding of Debt Service Reserve Fund. Simultaneously with the delivery of the Series 2024A Bonds, a portion of the proceeds thereof shall be deposited (i) as necessary for the refunding and discharge of the Refunded Bonds, with the Escrow Agent an amount which, together with any lawfully available funds, shall be

sufficient to provide for the refunding and discharge of the Refunded Bonds in accordance with the Escrow Agreement, if any; and (ii) in an account with the Paying Agent to redeem the Refunded Bonds in the amount determined by an Authorized Officer of the County. The remaining proceeds of the Series 2024A Bonds shall be used to pay the costs of issuing the Series 2024A Bonds and the refunding of the Refunded Bonds. The Series 2024A Bonds are designated as a Debt Service Reserve Fund Participant under the terms of the Indenture. Upon the delivery of the Series 2024A Bonds, the County shall provide a cash deposit and or a surety policy, if required, into the Debt Service Reserve Fund Participant Account, pursuant to Section 5.08(4) of the Indenture, which amount satisfies the requirements set forth in the definition of "Debt Service Reserve Fund Requirement" in the Indenture, with respect to the Series 2024A Bonds. Simultaneously with the delivery of the Series 2024A Bonds, the Reserve Policy shall be deposited into the Debt Service Reserve Fund Participant Account with respect to the Series 2024A Bonds. So long as the Reserve Policy remains in effect, the County and the Trustee agree to comply with the provisions of Section 505 of this Sixth Supplemental Indenture.

Any amounts in the Debt Service Reserve Fund Participant Account in excess of the Debt Service Reserve Fund Requirement not constituting Bond proceeds shall be transferred by the Trustee to such other Fund or Account at the written direction of an Authorized Officer of the County.

SECTION 204. Manner of Payment, Characteristics, Execution and Authentication. The Series 2024A Bonds shall be payable, shall have the characteristics, shall be signed, sealed, and executed, and shall be authenticated, all as provided and in the manner indicated in the FORM OF BOND attached as Exhibit A to this Sixth Supplemental Indenture. Legends. The Series 2024A Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Sixth Supplemental Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission, brokerage board, municipal securities rulemaking board or otherwise, as may be determined by the County prior to the authentication and delivery thereof. Book-Entry-Only System. (a) Notwithstanding any provision of the Indenture or this Sixth Supplemental Indenture to the contrary, unless the County shall otherwise direct, all Series 2024A Bonds issued hereunder shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Series 2024A Bonds, and held in the custody of DTC. With respect to Series 2024A Bonds registered in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Series 2024A Bonds, except as provided in this Sixth Supplemental Indenture. Without limiting the immediately preceding sentence, the County, the Registrar and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2024A Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Series 2024A Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Series 2024A Bonds. Notwithstanding any other provision of this Sixth Supplemental Indenture to the contrary, the County and the Trustee shall be entitled to treat and consider the person in whose name each Series 2024A Bond is registered in the Register as the absolute Owner of such Series 2024A Bond for the purpose of payment of principal of and

interest on the Series 2024A Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Series 2024A Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2024A Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Sixth Supplemental Indenture and the Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Series 2024A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Series 2024A Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Sixth Supplemental Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Sixth Supplemental Indenture with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

SECTION 207. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that DTC discontinues the services described hereinabove, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Series 2024A Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Series 2024A Bonds and transfer one or more separate Series 2024A Bonds to DTC Participants having Series 2024A Bonds credited to their DTC accounts, as identified by DTC. In such event, the Series 2024A Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Series 2024A Bonds shall designate, in accordance with the provisions of this Sixth Supplemental Indenture. In connection with any proposed transfer outside the book-entry only system, the County or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

SECTION 208. Payments to Cede & Co. Notwithstanding any other provision of this Sixth Supplemental Indenture to the contrary, so long as any Series 2024A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2024A Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

SECTION 209. Optional and Mandatory Redemption Prior to Maturity. The Series 2024A Bonds are subject to optional [and mandatory] redemption prior to stated maturity at the dates, upon the terms and in the manner provided in the Form of Bond set forth in Exhibit A attached hereto, the Indenture and as hereinafter further provided:

(a) All redemption notices shall be sent by the Trustee and must contain the information required by the Indenture and any conditions to such redemption.

(b) Redemption notices must be sent by the Trustee to all registered Owners of the Series 2024A Bonds to be redeemed at least 30 days and no more than 60 days prior to the redemption date.

If less than all the Series 2024A Bonds within the same stated maturity are called for redemption, the particular Series 2024A Bonds or portion of Series 2024A Bonds to be redeemed will be selected randomly by the Trustee using such method as the Trustee in its discretion may deem proper; provided, however, that the portion of any Series 2024A Bonds to be redeemed will be in authorized denominations and that, in selecting Series 2024A Bonds for redemption, the Trustee will treat each Series 2024A Bond as representing that number of Series 2024A Bonds which is obtained by dividing the amount of such Series 2024A Bond by \$5,000.

If it is determined that one or more, but not all, of the \$5,000 units represented by any such Series 2024A Bond is to be called for redemption, then, upon notice of intention to redeem such \$5,000 unit or units, the registered Owner of such Series 2024A Bond will forthwith surrender such Series 2024A Bond to the Paying Agent or the Registrar for (i) payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units called for redemption, and (ii) exchange for a new Series 2024A Bond or Series 2024A Bonds of the aggregate amount of the unredeemed balance of such Series 2024A Bond, and such new Series 2024A Bond or Series 2024A Bonds will be numbered corresponding to the numbers of the \$5,000 units of principal amount not called for redemption. If the registered Owner of such Series 2024A Bond of a denomination greater than \$5,000 fails to present such Series 2024A Bond, such Series 2024A Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units called for redemption (and to that extent only).

(c) The County reserves the right to give notice of its election or direction to redeem Series 2024A Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys or Investment Securities, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of an Authorized Officer of the County to the Trustee instructing the Trustee to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys or Investment Securities are not so deposited or if the notice is rescinded. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Series 2024A Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

SECTION 210. Appointment of Authenticating Agent, Paying Agent and Registrar. Zions Bancorporation, National Association, is hereby appointed as the Authenticating Agent, Paying Agent and Registrar to act on behalf of the Trustee for the Series 2024A Bonds. By its

execution hereof Zions Bancorporation, National Association hereby accepts the duties and obligations imposed on it as Authenticating Agent, Paying Agent and Registrar by the Indenture and this Sixth Supplemental Indenture for the Series 2024A Bonds. The Registrar shall also maintain a copy of the books of registration for the Series 2024A Bonds or access to the books of registration in the State of Texas at the Registrar's offices in Houston, Texas, which shall be kept current by the Registrar.

SECTION 211. Construction Fund. There is hereby established as an Account within the Construction Fund, the "Series 2024A Construction Fund Account" relating to the Series 2024A Bonds. A portion of the proceeds of the Series 2024A Bonds shall be deposited in the Series 2024A Construction Fund Account as set forth in Section 203 hereof. The County hereby confirms that the Construction Fund, including the Series 2024A Construction Fund Account and any other Account heretofore established within the Construction Fund, shall be held by the County, and that the proceeds of the Series 2014 Bonds (as defined in the Second Supplemental Indenture), Series 2016 Bonds (as defined in the Third Supplemental Indenture) and of the Series 2024A Bonds on deposit in each such Account within the Construction Fund (together with all investments thereof and investment income earned thereon) are pledged as part of the Trust Estate to secure the payment of the Series 2014 Bonds, the Series 2016 Bonds and the Series 2024A Bonds. Amounts on deposit in the Series 2024A Construction Fund Account shall be used in accordance with the terms of Section 5.03 of the Indenture.

SECTION 212. Reserved.

SECTION 213. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The County Auditor is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Sixth Supplemental Indenture calling the Refunded Bonds for redemption. The delivery of this Sixth Supplemental Indenture to the paying agent/registrar for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent/registrar for the Refunded Bonds, and such paying agent/registrar is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the Indenture. Following the deposit of a portion of the proceeds with the Paying Agent, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in such account for the purpose of refunding the Refunded Bonds and shall cease to be payable from any other source.

ARTICLE III. FEDERAL INCOME TAX MATTERS

SECTION 301. Federal Income Tax Covenants. (a) General. The County covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Series 2024A Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Series 2024A Bonds.

(b) No Private Activity Bonds. The County covenants that it will use the Proceeds of the Series 2024A Bonds (including investment income) and the property financed, directly or indirectly, with such Proceeds so that the Series 2024 Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2024A Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The County covenants not to take any action, or omit to take any action that, if taken or omitted, would cause the Series 2024A Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The County covenants not to take any action, or omit to take any action that, if taken or omitted, would cause the Series 2024A Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The County covenants that it will make such use of the proceeds of the Series 2024A Bonds, including interest or other investment income derived from Series 2024A Bond proceeds and regulate the investments of proceeds of the Series 2024A Bonds, and take such other and further action as may be required so that the Series 2024A Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The County covenants that, if the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will comply with the requirement that certain amounts earned by the County on the investment of the Gross Proceeds of the Series 2024A Bonds, be rebated to the United States.

(g) Information Reporting. The County covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Series 2024A Bonds in accordance with section 149(e) of the Code.

(h) Deliberate Actions. The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2024A Bonds to fail to meet any requirement of section 141 of the Code after the Issuance Date of the Series 2024A Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, such remedial action is taken by the City, and an opinion of counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(i) Record Retention. The County covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Series 2024A Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Series 2024A Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(j) Registration. The Series 2024A Bonds will be issued in registered form.

(k) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the County will not be required to comply with any of the federal tax covenants set forth above if the County has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Series 2024A Bonds from gross income for federal income tax purposes.

(l) Continuing Obligation. Notwithstanding any other provision of this Sixth Supplemental Indenture, the County's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Series 2024A Bonds for as long as such matters are relevant to the excludability of interest on the Series 2024A Bonds from gross income for federal income tax purposes.

ARTICLE IV. CONTINUING DISCLOSURE UNDERTAKING

SECTION 401. Definitions. For the purposes of this Article, the following terms have the meanings assigned to them below:

“Annual Financial Information and Operating Data” means the financial information and operating data with respect to the County of the general type included in the final official statement prepared in connection with the issuance of the Series 2024A Bonds under Tables numbered [1 through 5] and in Appendices A and B of such official statement.

“EMMA” means the MSRB via the Electronic Municipal Market Access System established by the MSRB.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

SECTION 402. Annual Reports. The County shall provide updated Annual Financial Information and Operating Data to the MSRB. The County will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2024; provided that the County's financial information of the general type included in Appendix A to the final official statement prepared in connection with the issuance of the Series 2024A Bonds (“Appendix A”) shall be filed within 12 months after the end of each fiscal year. Any financial statements so provided shall be (1) prepared in accordance with such accepted accounting practices as, in the opinion of a certified public accountant, conforms at the time to a body of generally accepted accounting principles, and (2) Pricing Certificate, if an audit of such statements is commissioned and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited Annual Financial Information and Operating Data which is customarily prepared for the applicable fiscal year within six months of the end of the fiscal year (or, with respect to the County's financial information of the general type included in Appendix

A, within 12 months of the end of the fiscal year), and audited financial statements, when and if the audit report on such statements becomes available.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year; provided that the County's financial information of the general type included in Appendix A shall be filed by September 30 in each year. If the County changes its fiscal year, the County will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to EMMA or filed with the SEC.

SECTION 403. Event Notices. The County shall notify EMMA, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Series 2024A Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2024A Bonds, or other events affecting the tax-exempt status of the Series 2024A Bonds;
- G. Modifications to rights of holders of the Series 2024A Bonds, if material;
- H. Bond calls, if material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Series 2024A Bonds, if material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County or other obligated person within the meaning of the Rule;

Note to paragraph L: For the purposes of the event identified in paragraph L of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

M. Consummation of a merger, consolidation, or acquisition involving the County or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the County or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

O. The incurrence of a financial obligation of the County, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and

P. A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

Note to paragraphs (O) and (P): For purposes of the events identified in paragraphs (O) and (P) of this section, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 402 of this Indenture by the time required by such Section.

The County reserves the right to file all information and notices required under this Section through the facilities of Disclosure USA or any other central post office approved by the SEC for such purpose.

SECTION 404. Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Series 2024A Bonds within the meaning of the Rule, except that the County in any event will give the notice required by Section 403 of any Series 2024A Bond calls and defeasances that cause the County to be no longer such an “obligated person.”

The provisions of the Article are for the sole benefit of the Owners and beneficial owners of the Series 2024A Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2024A Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY SERIES 2024A BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligation under this Article shall constitute a breach of or default under this Sixth Supplemental Indenture or the Indenture for purposes of any other provision of this Sixth Supplemental Indenture or the Indenture.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2024A Bonds in the original primary offering of such Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Sixth Supplemental Indenture or the Indenture that authorizes such an amendment) of the Outstanding Series 2024A Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2024A Bonds. If the County

so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 402 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Series 2024A Bonds in the primary offering of the Series 2024A Bonds.

ARTICLE V. COVENANTS AND MISCELLANEOUS PROVISIONS

SECTION 501. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Sixth Supplemental Indenture to be given to or filed with the County or the Trustee shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

If to County: Fort Bend County, Texas
County Administration Building
301 Jackson St.
Richmond, Texas 77469
Attn: County Judge

If to Trustee: Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, Texas 77002
Attn: Corporate Trust Department
Phone: (713) 232-6098
Email: jeffrey.dunbar@aegybank.com

SECTION 502. No Recourse on Series 2024A Bonds. No recourse shall be had for payment of the principal of or interest on the Series 2024A Bonds or for any claim based thereon or on this Sixth Supplemental Indenture or the Indenture against the County Judge or any Commissioner or officer of the County or any person executing the Series 2024A Bonds and neither the County Judge or any Commissioner or officer of the County nor any person executing the Series 2024A Bonds of the County shall be liable personally on the Series 2024A Bonds by reason of the issuance thereof.

SECTION 503. Execution in Several Counterparts. This Sixth Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

SECTION 504. [Insurance Provisions.] Notwithstanding anything to the contrary in the Indenture, so long as the Insurance Policy remains in effect and the Insurer is not then in payment default thereunder, the following provisions shall govern provided, however, that the

Insurer shall retain its rights of subrogation to the extent that it has previously made payment of principal or interest on the Series 2024A Bonds:

- (a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or lieu of a cash deposit into the 2024 Debt Service Reserve Account. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the 2024 Debt Service Reserve Account shall be applied solely to the payment of debt service due on the Series 2024A Bonds.
- (b) The Insurer shall be deemed to be the sole Owner of the Series 2024A Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2024A Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Series 2024A Bond, each Owner of the Series 2024A Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Series 2024A Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the County under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Series 2024A Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Series 2024A Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Series 2024A Bonds for the Insurer’s benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.
- (c) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.
- (d) The Insurer is a third-party beneficiary of the Indenture.
- (e) The exercise of any provision of the Indenture which permits the purchase of Series 2024A Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Series 2024A Bond so purchased is not cancelled upon purchase.
- (f) Any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including any underlying security agreement (each a “Related

Document”), that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

- (g) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Series 2024A Construction Fund Account shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2024A Bonds.
- (h) The rights granted to the Insurer under the Indenture or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.
- (i) Only (1) cash, (2) non-callable direct obligations of the United States of America (“Treasures”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasures held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasures are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody’s for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody’s have determined to be permitted defeasance securities, shall be used to effect defeasance of the Series 2024A Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Series 2024A Bonds, the County shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Series 2024A Bonds in full on the maturity or redemption date (“Verification”), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Series 2024A Bonds are no longer “Outstanding” under the Indenture and (iv) a certificate of discharge of the Trustee with respect to the Series 2024A Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the County, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Series 2024A Bonds shall be deemed “Outstanding” under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

- (j) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Indenture and the Series 2024A Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the County in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.
- (k) The County covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.
- (l) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2024A Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2024A Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2024A Bonds and the amount required to pay principal of the Series 2024A Bonds, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2024A Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2024A Bonds registered to the then current Owner of the Series 2024A Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2024A Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2024A Bond shall have no effect on the amount of principal or interest payable by the County on any Series 2024A Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2024A Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2024A Bonds referred

to herein as the “Policy Payments Account” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Series 2024A Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Series 2024A Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2024A Bonds under the sections of the Indenture regarding payment of Series 2024A Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the County agrees to pay to the Insurer, solely from the Trust Estate, (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the “Insurer Advances”); and (ii) to the extent permitted by law and subject to appropriation, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”). “Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2024A Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The County hereby covenants and agrees that the Insurer Advances are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2024A Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. The Trustee shall notify the Insurer of any funds remaining in the Policy Payments Account after the Trustee has made the payments for which a claim was made to the Owners of the Series 2024A Bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

- (m) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2024A Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the County to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.
- (n) To the extent permitted by law and subject to appropriation, the County shall pay or reimburse the Insurer, solely from the Trust Estate, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Indenture or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other

action with respect to, or related to, the Indenture or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Indenture or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Related Document. Amounts payable by the County hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.

- (o) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the County or rebate only after the payment of past due and current debt service on the Series 2024A Bonds and amounts required to restore the 2024A Debt Service Reserve Account to the Debt Service Reserve Fund Requirement.
- (p) The Insurer shall be entitled to pay principal or interest on the Series 2024A Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Series 2024A Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.
- (q) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

[_____]

In each case in which the notice or other communication refers to a claim on the Insurance Policy, the Reserve Policy or an Event of Default, such notice or other communication shall be marked “URGENT MATERIAL ENCLOSED” and a copy shall also be sent to the attention of the General Counsel at the above address and at [_____].

- (r) The Insurer shall be provided with the following information by the County or the Trustee, as the case may be:
 - 1. To the extent not otherwise filed with the Municipal Securities Rulemaking Board’s EMMA system, annual audited financial statements within the filing deadline specified in the County’s continuing disclosure agreement, covenant or undertaking with respect to the Series 2024A Bonds (together with a certification of the County that it is not aware of any default or Event of Default under the indenture), and, upon request, the County’s annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

2. Notice of any draw upon the 2024A Debt Service Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of Series 2024A Bonds;
 3. Notice of any default or Event of Default under the Indenture known to the Trustee or the County within five (5) Business Days after knowledge thereof;
 4. Prior notice of the advance refunding or redemption of any of the Series 2024A Bonds, including the principal amount, maturities and CUSIP numbers thereof;
 5. Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
 6. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (b) above);
 7. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2024A Bonds;
 8. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;
 9. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents; and
 10. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the Series 2024A Bonds.
- (s) The Insurer shall have the right to receive such additional information as it may reasonably request.
- (t) The County will permit the Insurer to discuss the affairs, finances and accounts of the County or any information the Insurer may reasonably request regarding the security for the Series 2024A Bonds with appropriate officers of the County and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the County on any Business Day upon reasonable prior notice.
- (u) The Trustee shall notify the Insurer of any known failure of the County to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Series 2024A Bonds.
- (v) Notwithstanding satisfaction of the other conditions to the issuance of an additional Series of Bonds set forth in the Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an

Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the 2024A Debt Service Reserve Account is fully funded at the Debt Service Reserve Fund Requirement (including the proposed issue) upon the issuance of such additional Series of Bonds, in either case unless otherwise permitted by the Insurer.

- (w) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2024A Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.
- (x) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2024A Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.
- (y) The County shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Trust Estate without the prior written consent of the Insurer.

SECTION 505. Provisions Relating to Reserve Policy. Notwithstanding anything to the contrary in the Indenture, so long as the Reserve Policy is in effect and the Insurer is not then in payment default thereunder, the following provisions shall govern provided, however, that the Insurer shall retain its rights of reimbursement to the extent that it has previously made payment of principal or interest on the Series 2024A Bonds:

(a) The County shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by [JPMorgan Chase Bank] at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Series 2024A Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event [JPMorgan Chase Bank] ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the County had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the

indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and, to the extent permitted by law and subject to annual appropriation, payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs, other than expenses and accrued interest, shall be secured by a valid lien on the Trust Estate (subject only to the priority of payment provisions set forth under the Indenture).

All cash and investments in the 2024A Debt Service Reserve Account shall be transferred to the Debt Service Fund for payment of debt service on Bonds before any drawing may be made on the Reserve Policy or any other credit facility credited to the 2024A Debt Service Reserve Account in lieu of cash (herein, a "Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the 2024 Debt Service Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the 2024A Debt Service Reserve Account. Repayment of all Policy Costs and the replenishment of the 2024A Debt Service Reserve Account shall be made on a pari passu basis with payments and replenishments required to be made under the Indenture with respect to debt service reserve funds, if any, securing any outstanding parity obligations. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the County shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Bonds or (ii) remedies which would adversely affect owners of the Bonds.

(c) The Indenture shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The County's obligation to pay such amounts shall expressly survive payment in full of the Bonds.

(d) The County shall include any Policy Costs then due and owing the Insurer in the calculation of (i) the test for an additional Series of Bonds in Section 3.02 of the Indenture and (ii) the toll covenant in Section 7.18 of the Indenture.

(e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the County with the Trustee to the Debt Service Fund for the Bonds more often than semi-annually, the Trustee shall give notice to the Insurer of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due.

SECTION 506. Verifications of Statutory Representations and Covenants. The Trustee makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “Government Code”), as heretofore amended, in entering into this Supplemental Indenture. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Trustee 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 Supplemental Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Supplemental Indenture, notwithstanding anything in this Supplemental Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee 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, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of 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 Trustee 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 Supplemental Indenture. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee 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 Supplemental Indenture. 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.

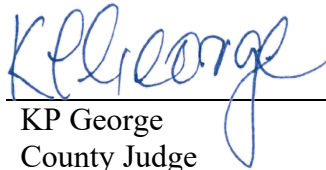
(d) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Supplemental Indenture. As used in the foregoing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

[Execution Pages Follow]

IN WITNESS WHEREOF, the County and the Trustee have caused this Sixth Supplemental Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date hereinabove written.

FORT BEND COUNTY, TEXAS

ATTEST:

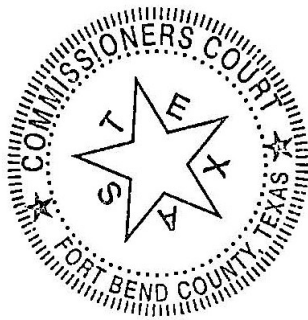


KP George
County Judge
Fort Bend County, Texas



Laura Richard
County Clerk and Ex Officio Clerk of the
Commissioners Court of Fort Bend County,
Texas

[SEAL]



Zions Bancorporation, National Association, as Trustee

By: _____

Name: _____

EXHIBIT A

FORM OF BOND

(a) Form of Series 2024A Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FORT BEND

REGISTERED NUMBER

¹R-_____

REGISTERED DENOMINATION

\$_____

FORT BEND COUNTY, TEXAS
SENIOR LIEN TOLL ROAD REVENUE REFUNDING BOND, SERIES 2024A

INTEREST RATE: MATURITY DATE: ISSUANCE DATE: CUSIP:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

²Fort Bend County, Texas (the “County”), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at Zions Bancorporation, National Association (the “Trustee” or the “Registrar”), at its designated office, the principal amount identified above, payable in any coin or currency of the United States of America, which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable on [____], 2025, and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date. In the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a

¹ Initial Bond shall be numbered T-1.

² The first paragraph of the Initial Bond shall read as follows: FORT BEND COUNTY, TEXAS (the “County”), a body politic and corporate and political subdivision of the State of Texas, promises to pay to the registered owner identified above, or registered assigns, on the date specified below, upon presentation and surrender of this Bond at the designated corporate trust office of Zions Bancorporation, National Association, Houston Texas (the “Registrar”), or at its principal payment office in Dallas, Texas, on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 202(a) of the Indenture], payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of [____], 2024, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on [____], [2025], and semiannually thereafter on each March 1 and September 1, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the 15th day of the month next preceding each interest payment date.

“Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Series 2024A Bond appearing on the Register at the close of business on the last Business Day preceding the date of mailing of such notice.

THIS BOND IS ONE OF A SERIES OF BONDS designated “Fort Bend County, Texas, Senior Lien Toll Road Revenue Refunding Bonds, Series 2024A” (herein called the “Series 2024A Bonds”), dated as of [____], 2024, aggregating \$[____], issued to in order to refund and defease the County’s Outstanding Senior Lien Toll Road Revenue Bonds, Series 2014 and Senior Lien Toll Road Revenue Bonds, Series 2016 (the “Refunded Bonds”) and pay the costs of issuing the Series 2024A Bonds and refunding the Refunded Bonds, under and pursuant to Chapters 1201, 1207 and 1371, Texas Government Code, as amended, and Chapter 284, Texas Transportation Code, as amended (collectively, the “Act”). The Series 2024A Bonds are issued under and pursuant to that certain Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012 (herein called the “Original Indenture”), between the County and Wells Fargo Bank, N.A., trustee (the “Prior Trustee”), as supplemented by the First Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of May 15, 2012, between the County and the Prior Trustee (herein called the “First Supplemental Indenture”), as supplemented by the Second Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of December 1, 2014, between the County and the Prior Trustee (herein called the “Second Supplemental Indenture”), as supplemented by the Third Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of February 1, 2016, between the County and the Prior Trustee (herein called the “Third Supplemental Indenture”), as supplemented by the Fourth Supplemental Senior Lien Toll Road Revenue Bond Trust Indenture dated as of July 1, 2021, between the County and the Prior Trustee (herein called the “Fourth Supplemental Indenture”), as supplemented by the Fifth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture dated as of May 15, 2024, between the County and the Trustee (herein called the “Fifth Supplemental Indenture”) and as supplemented by the Sixth Supplemental Senior Lien Toll Road Revenue Refunding Bond Trust Indenture, dated as of [____], between the County and the Trustee (herein called the “Sixth Supplemental Indenture”). The Original Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, and as may be further amended and supplemented from time to time, is herein called the “Indenture.” To the extent of any conflict between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

THE SERIES 2024A BONDS are payable from and secured by a first lien on and pledge of the Trust Estate as defined and provided in the Indenture. As provided in the Indenture, additional obligations may be issued from time to time pursuant to supplemental indentures in one or more series, in various amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. All obligations issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust, and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE COUNTY RESERVES THE RIGHT to redeem the Series 2024A Bonds scheduled to mature on or after March 1, 20[____], prior to maturity, in whole or from time to time in part, in integral multiples of \$5,000, on March 1, 20[____] or any date thereafter at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Indenture for complete details concerning the manner of redeeming the Bonds.

[THE BONDS maturing on March 1, in each of the years [____] (together, the “Term Bonds”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR [_____]

Year

Principal Amount

ON OR BEFORE thirty (30) days prior to each redemption date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such redemption date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, randomly, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such redemption date, and (iii) give notice of such redemption as provided in the Indenture. The principal amount of any Term Bond to be mandatorily redeemed on such redemption date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such redemption date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the County to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.]

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Series 2024A Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Series 2024A Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND is transferable only upon presentation and surrender at the designated office of the Trustee, initially its corporate trust office located in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Indenture.

THE BONDS are exchangeable at the designated office of the Trustee in Houston, Texas for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Indenture.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Indenture unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Indenture.

THE REGISTERED OWNER of this Bond shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

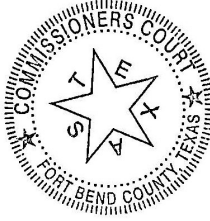
THE COUNTY has covenanted in the Indenture that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; and that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law.

IT IS HEREBY FURTHER CERTIFIED, recited and covenanted that this Bond is payable from and secured by a lien on and pledge of the Trust Estate as defined in the Indenture to the extent provided in the Indenture.

[[____]] has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Zions Bancorporation, National Association, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from [____] or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of [____] as more fully set forth in the Policy.]

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk, registered by the manual or facsimile signature of the County Treasurer, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.



Kell George
County Judge
Fort Bend County, Texas

COUNTERSIGNED:

REGISTERED:

Aanna Richard
County Clerk
Fort Bend County, Texas

County Treasurer
Fort Bend County, Texas

(SEAL)

(b) Form of Registration Certificate of Comptroller.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts of the State
of Texas

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Indenture.

Zions Bancorporation, National Association, as Trustee

By _____
Authorized Signatory
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as show on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.