

ISSUING AND PAYING AGENT AGREEMENT

THIS ISSUING AND PAYING AGENT AGREEMENT (the “Agreement”) is entered into as of November 1, 2025 by and between Zions Bancorporation, National Association, Houston, Texas (the “Bank”) with offices at 1801 Main Street, Suite 460, Houston, Texas 77002 and Fort Bend County, Texas (the “County”) regarding the Unlimited Tax Extendable Commercial Paper Notes, Series A (the “Notes” or “Commercial Paper Notes”) to be issued pursuant to elections held within Fort Bend County, Texas (the “County”) on November 3, 2020 and November 7, 2023 and an order of the Commissioners Court of the County adopted on October 23, 2025 (the “Order”).

WITNESSETH:

WHEREAS, at the request of County, Bank is prepared to act (a) as depositary for the safekeeping of the Notes which may be issued and sold in the United States commercial paper market (such Commercial Paper Notes when issued in book-entry form being hereinafter referred to as “Book-Entry Commercial Paper Notes” and when issued in the form of certificated promissory notes being hereinafter referred to as “Certificated Commercial Paper Notes”); (b) as issuing agent on behalf of the County in connection with the issuance of the Commercial Paper Notes; (c) as paying agent to undertake certain obligations to make payments in respect of the Commercial Paper Notes; (d) as registrar for the Commercial Paper Notes, and (e) as depositary to receive certain funds on behalf of the County, as set forth herein, and

WHEREAS, this Agreement will govern Bank’s rights, powers and duties as such depositary, issuing agent and paying agent for the Commercial Paper Notes and the County’s rights and obligations in connection therewith.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Appointment of Bank.

(a) The County hereby appoints Bank and Bank hereby agrees to act, on the terms and conditions specified herein and in the Order, as depositary with respect to funds received by Bank pursuant to Sections 6 and 7 hereof (the “Note Funds”), and issuing and paying agent, authentication agent and registrar for the Commercial Paper Notes issued under the Program. The Commercial Paper Notes will be sold through such commercial paper dealers and/or placement agents as the County shall have notified Bank in writing from time to time (collectively, the “Dealer”). The Dealer is currently J.P. Morgan Securities LLC.

(b) Without limiting the generality of the foregoing, the Bank shall establish and maintain the Commercial Paper Notes and all required accounts and subaccounts required by the Order. The Bank agrees to provide to the County a report on the first Business Day of each month, and more frequently upon written request by the County, which report shall set forth amounts deposited in each fund and account held by it, and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts, the investments in each such fund and account, and the yield on each investment, as the County and the Bank have agreed upon, which information the Bank will provide to the County via Zions Automated Processing. The Bank also agrees to provide the following information, which may be provided to the County via

Zions Automated Processing:

- a. notification by 5:00 p.m. (New York, New York time) one Business Day prior to the Original Maturity Date and any Extended Maturity Date, if applicable, of any Commercial Paper Notes to the County of the total amount due with respect to such maturing Commercial Paper Notes;
- b. notification by 3:00 p.m. (New York, New York time) on the Original Maturity Date and any Extended Maturity Date of any Commercial Paper Notes to the County, if the proceeds of Commercial Paper Notes to be issued on such date, are insufficient to repay the maturity of such Commercial Paper Notes on the Original Maturity Date, which notification shall specify the amount of the deficiency; and
- c. monthly notification to the County on the first Business Day of each month stating the amount of interest payable on Commercial Paper Notes during the prior month.

The Bank agrees to keep such books and records, including, without limitation, a complete record of all Issuance Requests, as shall be consistent with industry practice and as may reasonably be requested by the County, and to make such books and records available for inspection by the County, such books and records to be available on each Business Day during reasonable business hours, and, if so requested, to send copies of such books and records to the County, as applicable.

2. Letter of Representations. The County will promptly deliver to Bank an executed version of the form of Letter of Representations (the "Letter of Representations") provided by The Depository Trust Company ("DTC"). The County understands and agrees that such Letter of Representations when executed by the County and Bank and accepted by DTC shall supplement the provisions of this Agreement and that the County, Bank, and DTC shall be bound by the terms and provisions of the Letter of Representations, including any procedures and operational arrangements applicable thereunder.

3. Commercial Paper Notes.

(a) The County's Book-Entry Commercial Paper Notes shall be represented by one or more master notes ("Master Note" or "Master Notes") which shall be executed by manual or facsimile signature by an Authorized Representative (as hereafter defined), and shall be held by the Bank as paying agent for the Commercial Paper Notes.

(b) If Certificated Commercial Paper Notes are to be issued, they shall be in the form provided by the County, shall be serially numbered and shall have been executed by manual or facsimile signature of an Authorized Representative, but shall otherwise be uncompleted. The County will from time to time furnish Bank with an adequate supply of Certificated Commercial Paper Notes, as the County in its sole and absolute discretion considers appropriate. Each Certificated Commercial Paper Note delivered to Bank shall be accompanied by a letter from the County identifying the Certificated Commercial Paper Note transmitted therewith, and Bank shall acknowledge receipt of such Certificated Commercial Paper Note(s) on the copy of such letter or

pursuant to some other form of written receipt deemed appropriate by Bank at the time of delivery to Bank of such Certificated Commercial Paper Note(s). Pending the issuance of Certificated Commercial Paper Notes as provided in Section 5 hereof, all Certificated Commercial Paper Notes delivered to Bank shall be held by Bank for the account of the County, for safekeeping in accordance with Bank's customary practice.

4. Authorized Representatives; Issuance Requests.

(a) Authorized Representatives. With the delivery of this Agreement, the County is furnishing to Bank, and from time to time thereafter may furnish to Bank, and shall furnish to Bank upon Bank's request, certificates ("Incumbency Certificates") of a County officer certifying the incumbency and specimen signatures of officers or agents of the County authorized to execute Commercial Paper Notes on behalf of the County by manual or facsimile signature and/or to take other action hereunder on behalf of the County (each an "Authorized Representative"). Until Bank receives and has a reasonable time to act upon a subsequent Incumbency Certificate of the County, Bank is entitled to rely on the last such Incumbency Certificate delivered to Bank for purposes of determining the Authorized Representatives. Bank shall not have any responsibility to the County to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Notes, or to determine whether any facsimile or manual signature resembles the specimen signature(s) filed with Bank by a duly authorized officer of the County. Any Commercial Paper Notes bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be binding on the County after the authentication thereof by Bank notwithstanding that such person shall have died or shall have otherwise ceased to hold his office on the date such Commercial Paper Note is countersigned or delivered to Bank. The County represents and warrants that each Authorized Representative may appoint other officers, employees and agents of the County (an "Authorized Person") including without limitation any Dealer, to give notices and /or issuance instructions to Bank under this Agreement, provided that notice of the appointment of each Authorized Person is delivered to Bank in writing. Each such appointment shall remain in effect unless and until revoked by the County in a written notice to Bank.

(b) Issuance Requests. Issuance Requests shall be in the form attached hereto as Exhibit C. Issuance Requests may be delivered by an Authorized Representative through an electronic instruction and reporting communication service offered by either the Dealer or the Bank pursuant to Section 9 hereof or in writing as specified in Section 20 if such system is unavailable or is inoperative, (in each case received by the Bank at the address specified in Section 21 hereof prior to 12:00 p.m. (New York, New York time) on the Business Day on which such Issuance Request is to be operative and take other actions as are required by, the Letter of Representations and DTC's applicable rules, regulations and procedures for book-entry commercial paper program. If an Issuance Request is received after 12:00 p.m. on a given day, the Bank shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

If the Bank, at its option, acts upon an Issuance Request received after 12:00 p.m. (New York, New York time) on the day on which the Issuance Request is to be operative, the County understands and agrees that (a) such Issuance Request shall be acted upon on a best efforts basis, and (b) the Bank makes no representation or warranty that the issuance and delivery of any Commercial Paper Notes pursuant to such Issuance Request shall be completed prior to the close of business on such date.

Any Issuance Request given by telephone shall be confirmed to the Bank in writing, either by regular mail (upon receipt), electronic transmission or facsimile, by an Authorized Representative prior to 12:00 p.m. (New York, New York time) in the form of Exhibit C hereto on the day on which such Issuance Request is to be operative.

5. Completion, Authentication and Delivery of Commercial Paper Notes.

(a) In the case of Book-Entry Commercial Paper Notes, Issuance Requests by an Authorized Representative or an Authorized Person to the Bank for the issuance of Book-Entry Commercial Paper Notes shall include the following information with respect to each Book-Entry Commercial Paper Note:

- i. the date of issuance of each such Book-Entry Commercial Paper Note (which shall be a Business Day);
- ii. the maturity date of each such Book-Entry Commercial Paper Note (provided that the Authorized Representative or Authorized Person shall ensure that such date is a Business Day and that it shall not be more than 270 days from the date of issue);
- iii. the face amount (provided that the Authorized Representative or the Authorized Person shall ensure that such face amount is \$100,000 or integral multiples of \$1,000 in excess thereof) in figures; and
- iv. the interest rate and applicable discount or interest amount.

(b) From time to time during the term of this Agreement and subject to the terms and conditions hereof, and upon Bank's timely receipt from such Authorized Representative or Authorized Person of instructions pursuant to Section 5(a) delivered to Bank prior to 1:00 p.m., New York City time, on a Business Day (as defined in the Order) in accordance with Section 19, Bank shall transmit such issuance instructions to DTC for the issuance of Book-Entry Commercial Paper Notes as instructed pursuant to Section 5(a) in a manner set forth in, and take other actions as are required by, the Letter of Representations and DTC's applicable rules, regulations and procedures for book-entry commercial paper programs.

(c) The County understands that although Bank has been instructed to deliver Commercial Paper Notes against payment, in accordance with the custom prevailing in the commercial paper market, the County hereby directs Bank to effect each such delivery before receipt of payment in immediately available funds. Therefore, once Bank has delivered a Commercial Paper Note to a Dealer or its agent as provided herein, the County shall bear all risk that a Dealer or its agent fails to remit payment for the Commercial Paper Note to Bank. Bank shall have no liability to the County for any failure or inability on the part of the Dealer to make payment for Commercial Paper Notes. Nothing in this Agreement shall require Bank to purchase any Commercial Paper Note or expend Bank's own funds for the purchase price of a Commercial Paper Note or Commercial Paper Notes.

(d) The County agrees that Bank is not under any obligation to assess or review the financial condition or creditworthiness of any person to or for whose account Bank delivers a Commercial Paper Note pursuant to instructions from an Authorized Representative or Authorized Person or advise the County as to the results of any such appraisal or investigation Bank may have conducted on its own or of any adverse information concerning any such person that may in any way have come to Bank's attention.

(e) It is understood that DTC may request the delivery of Certificated Commercial Paper Notes in exchange for Book-Entry Commercial Paper Notes upon the termination of DTC's services pursuant to the DTC Letter of Representations. Accordingly, upon such termination, Bank is authorized to complete and deliver Certificated Commercial Paper Notes in partial or complete substitution for Book-Entry Commercial Paper Notes of the same face amount and maturity as requested by DTC.

(f) In the case of Certificated Commercial Paper Notes, during the term of this Agreement and subject to the terms and conditions hereof, upon Bank's timely receipt from an Authorized Representative or an Authorized Person of instructions delivered to Bank in accordance with Section 19 prior to 12:30 p.m. New York time on a Business Day, and upon receipt of an Issuance Request, on the date of issuance of any Certificated Commercial Paper Notes, Bank shall withdraw the respective Certificated Commercial Paper Notes from safekeeping and take the following actions in accordance with such instructions:

- i. complete each such Certificated Commercial Paper Note as to the face amount, net dollar amount, payee, the date of issue and maturity date, (provided that the Authorized Representative or Authorized Person shall ensure that (i) the Original Maturity Date for each issuance of any Certificated Commercial Paper Note shall be a Business Day not less than one day nor greater than 90 days after its issue date, and (ii) the Extended Maturity Date for each issuance of any Certificated Commercial Paper Note shall be a Business Day no greater than 270 days after its issue date and that such face amount is \$100,000 or integral multiples of \$1,000 in excess thereof in figures);
- ii. authenticate (by countersigning) each such Certificated Commercial Paper Note in the appropriate space provided thereon; and
- iii. deliver each such Certificated Commercial Paper Note to the Dealer, or the consignee, if any, designated by such Authorized Representative or Authorized Person for the account of the Dealer.

(g) If Bank shall receive written instructions from the County pursuant to Section 19 not to issue or deliver Commercial Paper Notes, until such instructions are revoked in writing or superseded by further written instructions from the County, Bank shall not issue or deliver Commercial Paper Notes, provided, however, that notwithstanding contrary instructions from the County, Bank shall deliver Commercial Paper Notes with respect to agreements for the sale of Commercial Paper Notes concluded by an Authorized Representative or Authorized Person prior to

receipt by the Authorized Representative or Authorized Person of the County's instructions not to issue or deliver such Commercial Paper Notes, which the Authorized Representative or Authorized Person shall be required to confirm to Bank in writing prior to Bank's delivery of the Commercial Paper Notes. For purposes of the preceding provision, Bank may conclusively rely on written notice given or delivered to Bank by an Authorized Representative or Authorized Person as to whether any particular Commercial Paper Notes are to be issued in respect of such agreements concluded by such Authorized Representative or Authorized Person, and Bank shall have no obligation to make any other or further investigation.

(h) No Commercial Paper Notes shall be issued if to do so would cause the aggregate principal amount of all Commercial Paper Notes outstanding at any one time to exceed \$200,000,000. Additionally, no Commercial Paper Note (i) the Original Maturity Date for each Commercial Paper Note shall be not less than one (1) day nor greater than the Maximum Original Maturity Days from its Issuance Date as established in the Order and (ii) the Extended Maturity Date for each Note shall not be greater than 270 calendar days from its Issuance Date.

6. Proceeds of Sale of the Commercial Paper Notes.

(a) Contemporaneously with the execution and delivery of this Agreement, and for the purposes of this Agreement, the County will establish a separate account designated as the Note Payment Account (the "Note Payment Account") to be held and maintained by the Bank. On each day on which a Dealer or its agent receives Commercial Paper Notes (whether through the facilities of DTC in the manner set forth in the Letter of Representations or by delivery in accordance with the provisions of this Agreement), all proceeds received by Bank in connection with such sale shall be credited in immediately available funds to the Note Payment Account. From time to time upon written instructions received by Bank from an Authorized Person or Authorized Representative, Bank agrees to transfer immediately available funds from the Note Payment Account to any bank or trust company in the United States for the County's account. If Bank chooses, in its sole discretion, to credit the County's account before Bank has collected funds for delivery of Commercial Paper Notes, it is understood that such credit shall be an advance to the County to be promptly repaid to Bank from the proceeds of sale of Commercial Paper Notes. If any such advance is not repaid by 5:00 pm New York time on the day it is made, the County shall repay such advance on the next Business Day together with interest thereon at the rate charged by Bank for such advance (which rate shall be no less than the Prime Rate). As used in this Agreement, "Prime Rate" means the rate of per annum interest which Zions Bancorporation, National Association, Houston, Texas (the "Bank") announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by the Bank in its sole discretion and is not necessarily the lowest rate of interest offered by the Bank to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time. Funds in the Note Payment Account will be held by Bank uninvested.

(b) The proceeds of Commercial Paper Notes issued for the purpose of refunding and refinancing the principal of other Commercial Paper Notes shall be transferred by the Bank into the Principal Payment Subaccount (as established in the Order) of the Note Payment Account (as

established in the Order), and used to pay the principal amount of maturing Commercial Paper Notes.

(c) The Bank shall have no obligation to pay amounts due on the Commercial Paper Notes at their Original Maturity Date or Extended Maturity Date (as defined in the Order), as applicable, other than from funds received by Bank from, or for the account of, the County, from the proceeds of Commercial Paper Notes or refunding bonds issued in accordance with procedures established by the Order.

7. Payment of Matured Commercial Paper Notes.

(a) By 1:00 p.m., New York time, on the date that any Commercial Paper Notes are scheduled to mature or prior to redemption of a Commercial Paper Note that has been extended to its Extended Maturity Date, there shall have been transferred by the County to the Bank for deposit in the Note Payment Account in immediately available funds an amount, together with the anticipated proceeds from the sale of Commercial Paper Notes on such date, at least equal to the principal of and interest on the Commercial Paper Notes maturing on such date.

(c) When any matured Commercial Paper Note is presented to Bank for payment by the holder thereof (which may, in the case of Book-Entry Commercial Paper Notes, be DTC or a nominee of DTC), payment shall be made from and charged to the Note Payment Account to the extent funds are available in said account.

(d) If the County elects to extend the Original Maturity Date of a Commercial Paper Note to its Extended Maturity Date, the Bank shall notify (i) DTC by 11:30 a.m. New York time on the Original Maturity Date and (ii) each Rating Agency then maintaining a rating on the Commercial Paper Notes and EMMA by the close of business in New York, New York on the Original Maturity Date, that the maturity is being extended. Even if the requisite notices are not given, if payment of the principal of and interest on a Commercial Paper Note does not occur on its Original Maturity Date, the maturity of the Commercial Paper Note shall be extended automatically to the Extended Maturity Date. In the event the maturity of any Commercial Paper Note shall be extended to the Extended Maturity Date, interest on such Commercial Paper Note from the issue date to the Original Maturity Date, shall still be due on its Original Maturity Date.

8. Extension Requests.

(a.) Extension Requests shall be in the form attached hereto as Exhibit B. Extension Requests may be delivered by an Authorized Representative through an electronic instruction and reporting communication service offered by either the Dealer or the Bank pursuant to Section 9 hereof or in writing as specified in Section 20 if such system is unavailable or is inoperative, (in each case received by the Bank at the address specified in Section 20 hereof prior to 10:30 a.m. New York, New York on the Original Maturity Date if the option to extend the Original Maturity Date of an Commercial Paper Note to an Extended Maturity Date is exercised. The Bank shall correspondingly notify (i) DTC by no later than 11:30 a.m. New York, New York time on the Original Maturity Date and (ii) each Rating Agency then maintaining a rating on the Commercial

Paper Note by the close of business in New York, New York on the Original Maturity Date, that the maturity of such Commercial Paper Note is being extended to the Extended Maturity Date. Even if the requisite notices are not given, if payment of the principal of and interest on an Commercial Paper Note does not occur on the Original Maturity Date, the maturity of the Commercial Paper Note shall be extended automatically to the Extended Maturity Date. With the consent of the Bank and the Dealer, the Authorized Representative may modify the notification provisions contained in this Section 8 if deemed appropriate to conform to DTC's rules and procedures.

b. Upon receipt of an Extension Request, the Bank shall, by 3:00 p.m. New York time on such day the Extension Request is received, complete each Commercial Paper Note as to amount, Note Date and Extended Maturity Date specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer, as requested; provided, however, that no such Commercial Paper Notes shall be delivered by the Bank if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 2.2 of the Order. If an Extension Request is received after 10:30 a.m. on a given day, the Bank shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day. Any fees or expenses charged by DTC shall be payable by the County at cost.

c. The Extended Rate applicable to a Commercial Paper Notes will be determined weekly by PFM Financial Advisors LLC based on the Prevailing Rating and other information available as of 11:00 A.M., New York, New York time, on the Original Maturity Date of the Note and each Thursday thereafter and will apply from that date through the following Wednesday or, if earlier, the applicable Extended Maturity Date or redemption date.

9. Operating System. Issuance Requests may be delivered by an Authorized Representative through either the Dealer's or the Bank's commercial paper electronic instruction and reporting communication service (each a "System," and collectively the "Systems"). Electronic instructions must be transmitted in accordance with the procedures furnished by either the Dealer or the Bank, as applicable, to the County in connection with the Systems. These transmissions shall be the equivalent to the giving of a written Issuance Request to the Bank. If either System is inoperable at any time, an Authorized Representative may deliver written, telephone or facsimile instructions to the Bank, which instructions shall be verified in accordance with any security procedures agreed upon by the parties.

10. Representations and Warranties of the County. The County hereby warrants and represents to Bank, and, each request to issue Commercial Paper Notes shall constitute the County's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to Bank pursuant to this Agreement will be, duly authorized, executed and delivered by the County. Bank's appointment to act for the County hereunder is duly authorized by the County.

(b) The issuance and delivery of the Commercial Paper Notes will not violate any state or federal law and the Commercial Paper Notes do not require registration under the Securities Act of 1933, as amended.

(c) This Agreement constitutes, and the Commercial Paper Notes, when completed,

countersigned, and delivered pursuant hereto, will constitute, the County's legal, valid and binding obligations enforceable against the County in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) The County is 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 no liquidation, dissolution, bankruptcy, windup or similar proceedings have been instituted with respect to the County.

(e) The County has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(f) The County has taken all actions which are required for the authorization of the issuance of the Commercial Paper Notes, and for the authorization, execution, delivery and performance of this Agreement, and such actions do not require the approval or consent of any holder or trustee of any indebtedness or obligations of the County.

(g) The issuance of Commercial Paper Notes by the County (i) does not and will not contravene any provision of any governmental law, regulation or rule applicable to the County, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon the County.

(h) Each instruction, including Issuance Requests, given to Bank in accordance with Section 5 hereof shall constitute a representation and warranty by the County that the issuance and delivery of such Commercial Paper Note(s) have been duly and validly authorized by the County.

11. Reliance on Instructions. Bank shall incur no liability to the County in acting hereunder upon instructions contemplated hereby which Bank believed in good faith to have been given by an Authorized Representative or an Authorized Person, as the case may be. Instructions transmitted via Zions Automated Processing (as defined in Section 19 hereof) shall be the equivalent to the giving of a duly authorized written instruction which Bank may act upon without liability. In the event a discrepancy exists between any telephonic instructions and any other such instructions, the telephonic instructions as understood by Bank will be deemed to control.

12. Cancellation of Commercial Paper Notes. Upon payment by Bank of Certificated Commercial Paper Note(s) presented for payment, Bank shall mark such Certificated Commercial Paper Note(s) as paid and (i) in due course transfer such Certified Commercial Paper Note(s) to the County.

13. Termination.

(a) This Agreement may be terminated at any time by either Bank or the County by 30 days' prior written notice to the other, provided that, so long as the County continues to pay the fees and expenses of Bank as set forth herein, Bank agrees to continue acting as issuing and paying agent hereunder until such time as Bank's successor has been selected and has entered into an agreement

with the County to that effect. Such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination. Notwithstanding anything contained herein, the representations and covenants contained in Sections 30 and 31 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

(b) If no successor has been appointed within such 30 day period, then Bank shall have the right to petition a court of competent jurisdiction for the appointment of Bank's successor hereunder. Bank shall be reimbursed for any and all expenses in connection with any such petition and appointment.

(c) On the Business Day following the date of termination of this Agreement, Bank shall destroy all Certificated Commercial Paper Notes in Bank's possession and shall transfer to the County all funds, if any, then on deposit in the Note Payment Account after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder. Bank shall promptly notify the County of all Certificated Commercial Paper Notes so destroyed.

14. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Bank consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation, the successor or transferee corporation without any further act shall be the successor Bank.

15. Liability of Bank.

(a) Bank's duties and obligations shall be determined by the express provisions of this Agreement, the Order, and the Letter of Representations (including the documents referred to therein), and Bank and Bank's agents shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied duties or covenants shall be read into any such document against Bank or Bank's agents. Bank has no fiduciary or discretionary duties of any kind. Bank shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement and the Order. Neither Bank nor Bank's agents shall be required to ascertain whether any issuance or sale of Commercial Paper Note(s) (or any amendment or termination of this Agreement) has been duly authorized or, other than the Order, is in compliance with any other agreement to which the County is a party (whether or not Bank or any such agent is a party to such other agreement). Bank shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Bank's negligence or misconduct was the sole cause of any loss to the County.

(b) Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Bank may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Bank shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not

limited to lost profits), even if Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action. Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, intrusions or attacks, power failures, earthquakes or other disasters.

(c) Bank shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, the Note Payment Account or any account in which Note funds are deposited or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that Bank determines, in its sole judgment, may expose it to liability or expense. Bank may consult legal counsel selected by it concerning this Agreement or of its duties hereunder and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. The County shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. The County agrees to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Bank may reasonably request in connection with its duties hereunder.

(d) Bank is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Note Funds, without determination by Bank of such court's jurisdiction in the matter. If any portion of the Note Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Bank complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(e) If, at any time Bank is unable to determine, to Bank's sole satisfaction, the proper disposition of all or any portion of the monies in the Note Payment Account or Bank's proper actions with respect to its obligations hereunder, then Bank may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations, other than its obligation to make payment on the then due principal and interest amounts on the Commercial Paper Notes (including without limitation any disbursement obligations) under this Agreement until such uncertainty shall be resolved to the sole satisfaction of Bank.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all monies in the Note Payment Account, after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected

to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder.

16. Indemnification of Bank. From and at all times after the date of this Agreement, The County shall, to the fullest extent permitted by law, indemnify and hold harmless Bank and each director, officer, employee, attorney, agent and affiliate of Bank (collectively, the “Indemnified Parties”) against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys’ fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation County, any Dealer or any purchaser of Commercial Paper Notes, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely from the negligence or misconduct of such Indemnified Party. The County further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney’s fees, incurred by such Indemnified Party in connection with the enforcement of County’s indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the County. The foregoing indemnity includes, but is not limited to, (a) any action taken or omitted to be taken by Bank or any of Bank’s officers or employees upon written, facsimile, telephonic or other electronically transmitted instructions received by Bank from, or believed by Bank to have been given by, the proper person or persons, (b) Bank’s improperly executing or failing to execute any instruction because of unclear instructions, failure of communications media or any other circumstances beyond Bank’s reasonable control, and (c) the actions or inactions of DTC or its nominees. The obligations of the County under this Section 16 shall survive any termination of this Agreement and the resignation or removal of Bank.

17. Compensation of Bank.

(a) Fees and Expenses. The County agrees to compensate Bank on demand for its services hereunder in accordance with the Schedule of Fees, as such Schedule of Fees may be amended from time to time by written agreement of each party hereto. The obligations of the County under this Section 17 shall survive any termination of this Agreement and the resignation or removal of Bank.

(b) Security and Offset. The County hereby grants to Bank and the Indemnified Parties a security interest in, lien upon and right of offset against the Note Payment Account with respect to any compensation or reimbursement due any of them hereunder (including any claim for

indemnification hereunder); provided that such security interest in, lien upon and right of offset with respect to amounts in the Note Payment Account received from remarketing of the Commercial Paper Notes are subordinate to the interest of the noteholders in such monies in the Note Payment Account. If for any reason amounts in the Note Payment Account are insufficient to cover such compensation and reimbursement, the County shall promptly pay such amounts to Bank or any Indemnified Party upon receipt of an itemized invoice. All final disbursements of funds from the Note Payment Account shall be subject to the fees and claims of Bank and the Indemnified Parties pursuant to this Section and Section 16 hereof.

18. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Bank requires documentation to verify its formation and existence as a legal entity. Bank may ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by Bank in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by Bank in connection with the Act or any other legislation or regulation to which Bank is subject, in a timely manner.

17. Consent to Jurisdiction and Venue. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States Federal courts located in the State of Texas and waives any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

19. Zions Automated Processing.

(a) The County and each Authorized Representative may use the Zions Automated Processing instruction and reporting communication service to transmit instructions to Bank or obtain reports with respect to the Commercial Paper Notes. The County may, by separate agreement between the County and one or more of its Authorized Persons, authorize the Authorized Person to directly access Zions Automated Processing for the purposes of transmitting instructions to Bank or obtaining reports with respect to the Commercial Paper Notes. The County acknowledges that (i) some or all of the services utilized in connection with Zions Automated Processing are furnished by SS&C Technologies, Inc. ("SS&C"), (ii) Zions Automated Processing is provided to the County "AS IS" without warranties or representations of any kind whatsoever, and (iii) Zions Automated Processing is proprietary and confidential property disclosed to the County in confidence and may be utilized only on the Zions Automated Processing Terms and Conditions as set forth in the Zions Automated Processing website and for purposes set forth in this Agreement.

(b) To permit the use of Zions Automated Processing to transmit instructions and/or obtain reports with respect to the Commercial Paper Notes, Bank will supply the County with a customer identification number and initial passwords. The County may thereafter change its passwords directly through Zions Automated Processing. The County will keep all information relating to its identification number and passwords strictly confidential and will be responsible for

the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over Zions Automated Processing and received by Bank pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Commercial Paper Notes directed thereby has been duly authorized by the County.

20. Notices.

(a) Issuance Requests and all other communications to Bank by or on behalf of the County or a Dealer, by writing or telephone, which relate to the completion, delivery or payment of any Commercial Paper Note, are to be delivered to Bank via Zions Automated Processing or directed to Commercial Paper Operations at the address or telephone number indicated below or to such other address or telephone number as Bank specifies to the County in writing.

Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, Texas

Attention: Commercial Paper Operations
Facsimile No.:
Telephone No.:
Email address:

(b) Notices and other communications hereunder to Bank (excluding Issuance Requests) or to the County are to be directed to the address or telephone number indicated below, or to such other address or telephone number as the party receiving such notice shall have previously specified in writing to the party sending such notice:

If to the County at: Fort Bend County, Texas
301 Jackson Street, Suite 701
Richmond, Texas 77469

Attention: Ed Sturdivant, Fort Bend County Auditor

If to Bank at: Zions Bancorporation, National Association
1801 Main Street, Suite 460
Houston, Texas

Attention: Corporate Trust Administration

Facsimile No.:
Telephone No.:

Notices shall be deemed delivered when received at the applicable address specified above. For purposes of this Section 20, "when received" shall mean actual receipt (i) of an electronic communication by facsimile or email transmission or Zions Automated Processing; or (ii) of an oral communication by any person answering the telephone at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered, by national overnight courier service, or by first class, certified or registered mail, return receipt requested, at the office specified in or pursuant to this Agreement.

21. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Bank is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to an Authorized Representative, and Bank may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Bank and shall be effective only after Bank has a reasonable opportunity to act on such changes. The County agrees that Bank may at its option record any telephone calls made pursuant to this Section. Bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the County to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Bank may apply funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The County acknowledges that these optional security procedures are commercially reasonable.

22. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 14 hereof, this Agreement may not be assigned by any party without the written consent of the other party.

23. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24. Governing Law. This Agreement shall be governed and construed in accordance with laws of the State of Texas applicable to contracts made and performed in the State of Texas and, to the extent applicable, operating circulars of the Federal Reserve Bank, federal laws and regulations as amended, and, to the extent not otherwise inconsistent with this Agreement, general commercial bank practices applicable to commercial paper issuance and payment; provided that the Bank's obligations here under shall be governed by, and construed in accordance with, the laws of the State of New York.

25. **Entire Agreement, No Third Party Beneficiaries.** This Agreement, together with the Letter of Representations and the Order, constitutes the entire agreement between the parties relating to Bank's issuing agent, paying agent and depository duties and obligations to the County. Except as provided in Section 16 hereof, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

26. **Execution in Counterparts, Facsimiles.** This Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The delivery of copies of this Agreement as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

27. **Dealings.** Bank and any stockholder, director, officer or employee of Bank may buy, sell, and deal in any of the securities of the County, any Dealer or any purchaser of the Commercial Paper Notes and become financially interested in any transaction in which the County, any Dealer or any such purchaser may be interested, and contract and lend money to the County, any Dealer or any such purchaser and otherwise act as fully and freely as though it were not a depository, issuing or paying agent under this Agreement. Nothing herein shall preclude Bank from acting in any other capacity for the County, any Dealer or any such purchaser or for any other person or entity.

28. **Tax Reporting.** Bank shall have no responsibility for the tax consequences of this Agreement and the County shall consult with independent counsel concerning any and all tax matters. The County shall provide IRS Form W-9 or Form W-8, as applicable, for each payee, together with any other documentation and information requested by Bank in connection with Bank's reporting obligations under the Foreign Account Tax Compliance Act and Foreign Investment in Real Property Tax Act or other applicable U.S. law or regulation. If such tax documentation is not so provided, Bank is authorized to withhold taxes as required by applicable U.S. law or regulation.

29. **WAIVER OF TRIAL BY JURY.** EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

30. **Publicity.** No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

31. **Contract Value.** For purposes of Section 2271.002, Texas Government Code, Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), and Section 2276.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), the Bank represents that this Agreement has a value of less than \$100,000.

32. **Iran, Sudan and Foreign Terrorist Organizations.** The Bank 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 Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Seller 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.

[signature page follows]

EXHIBIT A

SAMPLE AUTHORIZED REPRESENTATIVE'S CERTIFICATE

I am the Auditor of Fort Bend County, Texas and the Authorized Representative of Fort Bend County, Texas appointed pursuant to Section 3.4 of the order (the "Order") authorizing Fort Bend County, Texas Limited Tax Commercial Paper Notes, Series A. For the purposes of fulfilling my obligations as Authorized Representative pursuant to the Order, as well as for fulfilling my obligations under the Issuing and Paying Agency Agreement and the Dealer Agreement (as such terms are defined in the Order) and for the purpose of executing reimbursement declarations, declarations of intent to reimburse or similar writings expressing the intent of the County to reimburse eligible costs through the issuance of Notes, I have designated the following persons to act on my behalf pursuant to Section 3.4 of the aforesaid Order and specimen signatures of such persons are set forth beside their names.

Designated Persons

Specimen Signatures

EXECUTED THIS _____, 20__.

Ed Sturdivant, Auditor
Fort Bend County, Texas

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SWORN TO AND SUBSCRIBED before me on _____.

Notary Public Signature

Notary Public Printed or Typed Name
My commission expires: _____

EXHIBIT B

FORM OF EXTENSION REQUEST

Date _____

[Name and Address of Issuing and
Paying Agent] [Name and Address of
Dealer]

EXTENSION REQUEST

Ladies and Gentlemen:

This certificate is provided pursuant to the requirements of Section 2.2(e) of the Order adopted by Fort Bend County, Texas, with respect to the issuance of Fort Bend County, Texas Unlimited Tax Extendable Commercial Paper Notes, [Series A-1], for the purpose of requesting the extension of a Note, as provided herein. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Order.

- (a) The Note is in the principal amount of \$ _____, bears interest at the stated rate of _____%, and has a stated Original Maturity Date of _____, 20__.
- (b) The Extended Maturity Date of the Note shall be _____, 20__, which is a Business Day.
- (c) The certifications made in the Issuance Request delivered in connection with the initial issuance of the Note are confirmed.
- (d) The term of the Note, as extended to the Extended Maturity Date, does not exceed 270 calendar days.

FORT BEND COUNTY, TEXAS

By _____
Authorized Representative

EXHIBIT C

FORM OF ISSUANCE REQUEST

Date _____

[Issuing and Paying Agent]

Re: Issuance Request for issuance and sale of Fort Bend County, Texas Unlimited Tax Extendable Commercial Paper Notes, [Series A-1] (the "Notes")

You are hereby requested, instructed and authorized to issue, authenticate and deliver Notes of the above referenced series in the principal amount(s) scheduled to mature and bearing interest upon receipt of the purchase price therefore from the identified purchaser(s), as shown in the attached Exhibit A hereto which is incorporated herein by reference and made a part of these instructions for all purposes. Terms capitalized but not otherwise defined hereon shall have the meaning ascribed to them in the Order adopted on October 23, 2025 (the "Order").

Upon receipt of the proceeds of sale of the Notes, (net of all expenses and costs of sale and issuance), the undersigned certifies that the same should be deposited and disbursed as follows.

\$ Deposit to the credit of the Note Payment Fund, Account No. and apply the deposit as follows: (1) for payment and redemption or purchase of Outstanding Notes, the amount of \$__. Any proceeds not deposited to the credit of the Note Payment Fund as provided in the preceding sentence shall be transferred and deposited County's project account for payment of Project Costs as set forth below.

\$ Wire transfer for deposit to the County's project account: , the amount of \$ for the purpose of financing Project Costs.

\$ Principal amount of Notes Outstanding after this issuance.

Please forward debit and credit slips for each of the above transactions to the undersigned. The facts, estimates and reasonable expectations that are contained in Exhibit B to this instruction letter are incorporated herein and made a part of these instructions for all purposes. The undersigned, along with others is charged with responsibility for issuing the Notes.

FORT BEND COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Acting as an Authorized Representative

Receipt of the Issuance Request and Exhibits A and B thereto is hereby acknowledged:

[]

By: _____

Name:

Title:

EXHIBIT A TO ISSUANCE REQUEST

SCHEDULE TO INSTRUCTION LETTER*

**Re: Issuance Request for issuance and sale of Fort Bend County, Texas Unlimited Tax
Extendable Commercial Paper Notes, Series A-1**

ISSUE DATE: _____

CUSIP NO.: _____

Dealer(s): _____

Principal Amount: _____

Purchase Price: _____

Original Interest Rate: _____

Original Maturity Date: _____

Extended Maturity Date: _____

Denomination: _____

Issue Date: _____

EXHIBIT B TO ISSUANCE REQUEST

INSTRUCTIONS OF AUTHORIZED REPRESENTATIVE

I, the undersigned Authorized Representative, hereby provide the following instructions, representations and certifications to Zions Bancorporation, National Association, as Issuing and Paying Agent for the Issuance Request for issuance and sale of Fort Bend County, Texas Unlimited Tax Extendable Commercial Paper Notes, Series A-1 (the "Notes"), in connection with the issuance of such Notes on the date indicated below. Capitalized terms used in this certificate which are not defined herein have the meanings ascribed to them in the "Order" adopted on October 23, 2025 (the "Order") authorizing the issuance of the Notes.

1. All action on the part of the County necessary for the valid issuance of the Notes now to be issued has been taken;
2. All provisions of State and federal law necessary for the valid issuance of this issuance of Notes have been complied with;
3. The Notes to be issued will be valid and enforceable special obligations of the County according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable or general principles of equity which permit the exercise of judicial discretion;
4. After the issuance of the Notes and the application of the proceeds thereof, the sum of the aggregate principal amount of Notes Outstanding will not exceed the Authorized Amount (as defined in the Issuing and Paying Agent Agreement);
5. To the County's knowledge there has been no change in the facts, estimates, circumstances and representations of the County set forth or made (as the case may be) in the Tax Certificate applicable to the Notes;⁵
6. The Extended Maturity Date of the Notes set forth in the Issuance Request does not extend beyond the Maximum Maturity Date;
7. The County, has not been notified by Bond Counsel that its opinion with respect to the validity of the Notes and the tax treatment of the interest thereon has been revised or withdrawn or, if any such revision or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered;¹
8. To the actual knowledge of the County, no Event of Default has occurred and is now continuing;
9. \$ _____ of Note proceeds shall be deposited into the project account of the County for Project Costs;
10. \$ _____ of Note Proceeds shall be deposited into the interest account of the Note Payment Fund to pay interest currently due on maturing Notes; and
11. All of the conditions precedent to the issuance of such Notes set forth in the Order have been satisfied.

Executed on _____, 20_____.

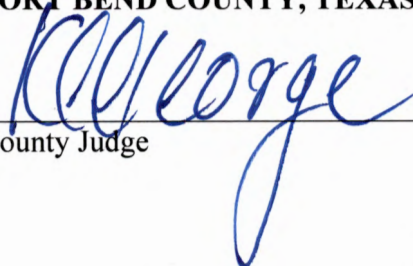
FORT BEND COUNTY, TEXAS

By:
Name:
Title:
Acting as an Authorized Representative

Date of issuance of Notes to which these instructions, representations and certifications relate:
_____, 20____

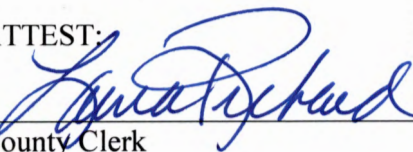
IN WITNESS WHEREOF, the parties have caused this Issuing and Paying Agent Agreement to be duly executed and delivered as of the day and year first above written.

FORT BEND COUNTY, TEXAS

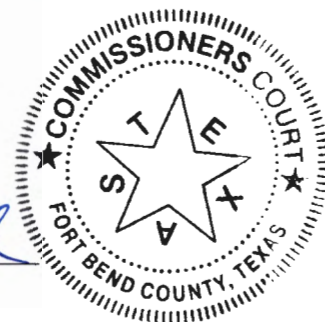


County Judge

ATTEST:



County Clerk



**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
HOUSTON, TEXAS**

Authorized Officer's Signature

Name: _____

Title: Vice President
Amegy Bank Division

Date: _____