

DEALER AGREEMENT

Between

FORT BEND COUNTY, TEXAS

And

J.P. MORGAN SECURITIES LLC

Dated [____], 2025

Relating to

Fort Bend County, Texas
Unlimited Tax Extendable Commercial Paper Notes, Series A

This Dealer Agreement, dated [____], 2025 (the “Agreement”), is between the FORT BEND COUNTY, TEXAS (the “County”) and J.P. MORGAN SECURITIES LLC (the “Dealer”). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions.

(a) The County has authorized the issuance from time-to-time of its Unlimited Tax Extendable Commercial Paper Notes, Series A (the “ECP Notes”) in the aggregate principal amount not to exceed \$200,000,000 outstanding at any time; provided, however, that the aggregate Principal Amount of Notes issued hereunder shall never exceed the Remaining Voted Authorization, as that term is defined in the Order

(b) The County authorized the issuance of the ECP Notes pursuant to an Order adopted by the Commissioners Court of the County (the “Commissioners Court”) on October 23, 2025 (the “Order”).

(c) The Order provides for the appointment of commercial paper dealers to perform certain duties, including the offering and sale from time-to-time of the ECP Notes on behalf of the County.

(d) The Dealer has agreed to accept the duties and responsibilities under this Agreement with respect to ECP Notes under the Order and this Agreement.

(e) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Order or in the Issuing and Paying Agent Agreement between the County and Zions Bancorporation, National Association, Amegy Bank Division dated as of November 1, 2025 (the “Issuing and Paying Agent Agreement”).

(f) All references to time in this Agreement shall refer to prevailing time in New York, New York.

Section 2. Appointment of Dealer.

(a) Subject to the terms and conditions contained herein, the County hereby appoints J.P. Morgan Securities LLC as a Dealer for the ECP Notes, and J.P. Morgan Securities LLC hereby accepts such appointment.

(b) The Dealer shall act as non-exclusive Dealer with respect to the ECP Notes. The Dealer acknowledges that the County may enter into agreements with other dealers in connection with the offering and sale of the ECP Notes on behalf of the County as set forth in the Order.

Section 3. Responsibilities of Dealer.

(a) Subject to the terms and conditions set forth in this Agreement, the Dealer agrees to perform the duties and responsibilities set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. The Dealer shall use its best efforts to solicit and arrange sales of the ECP Notes on behalf of the County at such rates and maturities as may prevail from time to time in the market. The Dealer and the County agree that any ECP Notes which the Dealer may arrange the sale of or which, in the Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Order, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Order or the Issuing and Paying Agent Agreement, the provisions of the Order and the Issuing and Paying Agent Agreement shall be controlling.

(b) Notwithstanding anything to the contrary contained herein, the Dealer:

(i) will suspend its efforts with respect to the offer or sale of the ECP Notes on behalf of the County upon the receipt of notice of the occurrence of an Event of Default under the ECP Notes, the Order, or the Issuing and Paying Agent Agreement; and

(ii) if, in the judgment of the Dealer, the occurrence of any of the following events makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the ECP Notes, may suspend its efforts with respect to the offer or sale of the ECP Notes on behalf of the County, which suspension may continue only so long as such event continues to exist as to the ECP Notes (the Dealer agrees to give notice of its suspension of efforts promptly after such suspension occurs):

(1) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking or securities settlement or clearance services in New York is declared by either federal or New York State authorities;

(3) an (i) outbreak of hostilities involving the United States or escalation of any such hostility that existed prior to the date hereof, or (ii) new material outbreak of international hostilities or escalation of such hostilities that existed prior to the date hereof, that in either case has a negative adverse effect on the market for ECP Notes in the United States;

(4) legislation shall be enacted by the House of Representatives or the Senate of the Congress of the United States (the "Congress"), or a decision by a court of the United States shall be rendered, or a stop order,

ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the ECP Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the ECP Notes, as contemplated hereby;

(5) any event shall occur or information shall become known, which makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the Dealer by the County in connection with the performance of its duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority shall impose, as to the ECP Notes, or obligations of the general character of the ECP Notes, any material restrictions not now in force, or increase materially those now in force;

(7) any of the representations and warranties of the County made in this Agreement shall not have been true and correct;

(8) the County fails to observe any of the covenants or agreements made in this Agreement or if the Order or the Issuing and Paying Agent Agreement is no longer in full force and effect;

(9) any of the rating agencies then rating the ECP Notes shall either (i) downgrade the short-term ratings assigned to the ECP Notes or (ii) suspend or withdraw the then current ratings assigned to the ECP Notes;

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes occurs, the effect of which, in the Dealer's reasonable judgment, makes it impractical to market the ECP Notes or to enforce contracts for the sale of the ECP Notes; or

(11) trading of any securities of the County shall have been suspended on any exchange or in any over-the-counter market;

(12) any material adverse change in the financial markets generally which is, in the judgment of the Dealer, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or sale of the ECP Notes; or

(13) (i) legislation shall have been enacted by the Congress, introduced in the Congress or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury (the "Treasury Department") or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration or passed by either House of Congress, (ii) a decision shall have been rendered by a court of the United States or the United States Tax Court, or (iii) an order, ruling or communication (including a press release) shall have been issued by the Treasury Department or other agency with competent jurisdiction, in each case with respect to federal taxation upon revenues or other income derived by the County or any similar body, or upon interest received on obligations of the general character of the Tax-Exempt Governmental ECP Notes or Tax-Exempt PAB ECP Notes, that in the judgment of the Dealer materially adversely affects the market for the Tax-Exempt Governmental ECP Notes or Tax-Exempt PAB ECP Notes.

Section 4. Transactions in ECP Notes. All transactions in ECP Notes between the Dealer and the County shall be in accordance with the Order, the Issuing and Paying Agent Agreement, this Agreement and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Order. As early as possible, but not later than 2:30 p.m. on the day on which any ECP Note is to be issued, the Dealer shall notify the County of the proposed final maturities, prices and interest rates (which interest rates shall not exceed the Maximum Interest Rate as defined in the Order), and provide the County with any other information as required for delivery of such ECP Notes. Except as described below, the Dealer shall not be obligated to purchase or cause the purchase of any ECP Notes unless and until agreement has been reached in each case on the foregoing points and the Dealer has agreed to such purchase. Not later than 2:30 p.m. on the date of each transaction the Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the County and the Issuing and Paying Agent of the difference, if any, between the amount of maturing ECP Notes and the amount of ECP Notes which the Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the County) and in writing to the County and the Issuing and Paying Agent pursuant to the requirements of Section 14(a) hereof.

Section 5. Payment for ECP Notes. The Dealer shall pay for the ECP Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by 2:00 p.m. on the Business Day such ECP Notes are delivered to the Dealer (provided that such ECP Notes are so delivered to the Dealer by 12:30 p.m. on such Business Day). All ECP Notes will be sold at par and each ECP Note will be evidenced either by (i) a global Master ECP Note immobilized with The Depository Trust Company, New York, New York, or (ii) ECP Notes in the form attached to the Order.

Section 6. Authorized Representative. ECP Note transactions with the County, pursuant to Section 4 hereof, shall be with any one of the officers or employees of the County who

are designated as an Authorized Representative by certificate signed by an existing Authorized Representative. The initial written designation of the Authorized Representatives is appended hereto as Appendix A. By approving this Agreement, the Commissioners Court approves the designation of the individuals named in Appendix A to act as Authorized Representatives for all purposes under the Order. The County agrees to provide the Dealer with revised written designations in the form of Appendix A when and as required by changes in the Authorized Representatives. The Dealer may rely upon such designation unless and until otherwise notified in writing by the County.

Section 7. Resignation and Removal of Dealer. The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the County and the Issuing and Paying Agent with sixty (60) days' prior written notice or, if earlier, on the date that a replacement Dealer has been appointed by the County if the County in its sole discretion elects to appoint a replacement Dealer. The Dealer may be removed at any time, at the direction of the County upon seven (7) days' prior written notice to the Dealer and the Issuing and Paying Agent. The Dealer shall assign and deliver this Agreement to its successor if requested by the County.

Section 8. Furnishing of Disclosure Materials.

(a) Prior to the first issuance of ECP Notes under the Order, the County agrees to furnish the Dealer with as many copies as the Dealer may reasonably request of the offering memorandum of the County relating to the ECP Notes (the "Offering Memorandum"), and such other information with respect to the County and the ECP Notes as the Dealer shall reasonably request from time to time.

(b) The County agrees to cooperate with the Dealer in the preparation from time-to-time of a new Offering Memorandum of the County for the ECP Notes in the event the Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with the offering and sale on behalf of the County of the ECP Notes, and to furnish or to cause to be furnished to the Dealer as many copies of such new Offering Memorandum as the Dealer shall request.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to either party that might affect the correctness or completeness of any statement of a material fact contained in the then current Offering Memorandum, such party shall promptly notify the other in writing of the circumstances and details of such event. The County agrees to promptly furnish to the Dealer a copy of each filing or notice made to anyone (whether in connection with the ECP Notes or not) pursuant to any undertaking or other agreement of the County made under any provision of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

Section 9. Indemnification and Contribution. To the extent permitted by Texas law, the County agrees to indemnify the Dealer and to hold the Dealer harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) based upon, any allegation that any of the information provided by the County to the Dealer in the Offering Memorandum, including the information described in Section 11(f), below, pursuant to this Agreement includes any untrue statement of a material fact or omits to state any material fact

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

Section 10. Fees and Expenses. In addition to any fees paid by the County in connection with the creation of the extendable commercial paper program pursuant to which the ECP Notes shall be issued, as compensation to the Dealer hereunder, the County agrees to pay to the Dealer during each calendar year a fee equal to [____] basis points applied to the daily weighted average principal amount of ECP Notes Outstanding, (i.e. [____]% times the number of days such ECP Notes shall be Outstanding, divided by 365 or 366 days, as appropriate), payable quarterly (for each quarter ending March 31, June 30, September 30 and December 31, commencing with the quarter ending [December 31,] [2025]) in arrears on the first day of each January, April, July and October.

Section 11. Representations, Warranties, Covenants and Agreements of the County. The County, by its acceptance hereof, represents, warrants, covenants, and agrees with the Dealer that:

(a) It is a political subdivision of the State of Texas, organized and operating under the Constitution and laws of the State of Texas;

(b) It has full power and authority to take all actions required or permitted to be taken by the County by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the County is a party;

(c) It has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize (i) the execution, delivery and performance of this Agreement, the Issuing and Paying Agent Agreement, the Order and any other instrument or agreement to which the County is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the current Offering Memorandum;

(d) No litigation is pending in any court in Fort Bend County, Texas or, to the knowledge of the County, pending or threatened in any court affecting the corporate existence of the County, the title of its officers to their respective offices or seeking to restrain or enjoin the issuance or delivery of the ECP Notes or the collection of taxes pledged or to be pledged to pay the principal of and interest on the ECP Notes or in any way contesting or affecting the validity or enforceability of the ECP Notes, the Order, this Agreement or the Issuing and Paying Agency Agreement or contesting the powers of the County or any authority for the ECP Notes, the Order, this Agreement or the Issuing and Paying Agency Agreement or contesting in any way the completeness, accuracy or fairness of the Offering Memorandum or materially and adversely affecting the financial condition of the County;

(e) It will provide the Dealer at its address set forth below, within 190 days of the end of each fiscal year, a copy of its annual audited financial statements for that fiscal year;

(f) It will promptly notify the Dealer by electronic means, if possible, and, if not possible, by other communication made in writing, of any material adverse changes that may affect the offering and sale on behalf of the County of the ECP Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an Event of Default under the ECP Notes, the Order or the Issuing and Paying Agent Agreement;

(g) Offering Memoranda and supplements, amendments and updates to any thereof, furnished by the County and used by the Dealer in the marketing of the ECP Notes, until such time as they shall have been subsequently amended, updated or replaced, shall not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(h) It will provide to the Dealer within two (2) Business Days of the execution of any credit or liquidity facility agreement related to the ECP Notes or amendment thereto including any extension of any such facility, a copy of such executed agreement or amendment.

Section 12. **Term of Agreement.** This Agreement shall become effective on the date hereof and shall continue in full force and effect until the Maximum Maturity Date of the ECP Notes, as defined in the Order, subject to the right of suspension and termination as provided herein.

Section 13. **Dealing in ECP Notes by the Dealer; No Obligation to Purchase ECP Notes.** (a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the ECP Notes, including, without limitation, any ECP Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, account party, or agent for any committee or body of owners of the ECP Notes or other obligations of the County as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the ECP Notes or to obligate the Dealer to purchase any ECP Notes for its own account at any time.

Section 14. **Miscellaneous.** (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Dealer:

J.P. Morgan Securities LLC

[]
[], []
Attention: []
Telephone: []
Fax: N/A
E-Mail: []

The County:

Fort Bend County, Texas
301 Jackson Street, Suite 701
Richmond, Texas 77469
Attention: County Auditor
Telephone: 281-341-3760
Email: ed.sturdivant@fortbendcountytexas.gov

With a copy to:

Hunton Andrews Kurth LLP
600 Travis, Ste 4200
Houston, Texas
Attention: Thomas Sage
Telephone: 713-220-3833
Email: tomsage@hunton.com

The Issuing and Paying Agent:

Zions Bancorporation, National Association, Amegy Bank Division
[]
[]
[]
Attention: []
Telephone: []
Email: []

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall not include any purchaser of any of the ECP Notes merely because of such purchase. No owner of the ECP Notes or other third party shall have any rights or privileges hereunder.

(c) All of the representations and warranties of the County and the Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Dealer or the County, (ii) the offering and sale of and any payment for any ECP Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(f) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(g) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except that the duties and obligations of the Dealer shall be governed by the laws of the State of New York. Each party hereto irrevocably waives, if and to the extent permitted by applicable law, any and all right to a trial by jury in any action, suit or legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 15. Relationship of Parties. The County acknowledges and agrees that (i) the offer and sale of the ECP Notes pursuant to this Agreement is an arm's length commercial transaction between the County and the Dealer, (ii) the Dealer is not acting as a Municipal Advisor (as defined in Section 17B of the Securities Exchange Act of 1934, as amended), (iii) the Dealer has not assumed a fiduciary responsibility in favor of the County with respect to the offer or sale of the ECP Notes or the process leading thereto (whether the Dealer, or any affiliate of the Dealer, has advised or is currently advising the County on other matters) or any obligation to the County except the obligations expressly set forth in this Agreement, (iv) the Dealer has financial and other interests that differ from those of the County, and (v) the County has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offer and sale of the ECP Notes.

Section 16. Verifications of Statutory Representations and Covenants. The Dealer makes the following representation, covenants, and verifications pursuant to Chapters 2252, 2271,

2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Dealer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything herein to the contrary.

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

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

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

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

APPENDIX A

CERTIFICATE OF AUTHORIZED REPRESENTATIVES

I, the undersigned, in my capacity as County Clerk of FORT BEND COUNTY, TEXAS (the "County"), and in connection with the County's Unlimited Tax Extendable Commercial Paper Program, Series A pursuant to which the County's Unlimited Tax Extendable Commercial Paper Notes, Series A (the "ECP Notes") are from time to time issued, do certify that each of the persons listed below have been designated in accordance with the County's Order adopted on October 23, 2025 (the "Order") to act severally as an Authorized Representative (as defined in the Order) in connection with the issuance, from time to time, by the County of ECP Notes in accordance with the Order. The specimen signature of each Authorized Representative is set forth beside their respective names.

[Remainder of Page Intentionally Left Blank]

**Authorized Representatives
Fort Bend County, Texas
Unlimited Tax Extendable Commercial Paper Notes, Series A**

Name

Specimen Signature

K.P. George
County Judge

Robert Sturdivant
County Auditor

[Remainder of Page Intentionally Left Blank]

County Clerk, Fort Bend County, Texas

Dated: _____

[Remainder of page intentionally left blank]

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, on this day personally appeared K.P. George, County Judge of Fort Bend County, Texas, known to me to be the person whose name was subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____, 2025.

[NOTARY SEAL]

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, on this day personally appeared Robert Sturdivant, County Auditor of Fort Bend County, Texas, known to me to be the person whose name was subscribed to the foregoing instrument in my presence.

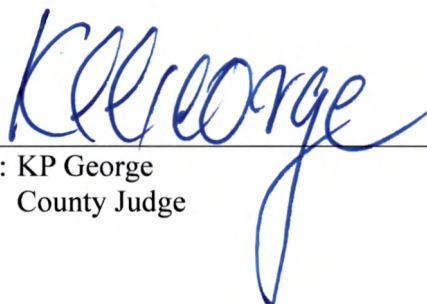
Given under my hand and seal of office this _____, 2025.

[NOTARY SEAL]

Notary Public, State of Texas

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FORT BEND COUNTY, TEXAS

By: 
Name: KP George
Title: County Judge

J.P. MORGAN SECURITIES LLC

By: _____
Name: _____
Title: _____