

December 4, 2025

**Fort Bend County, Texas**  
301 Jackson Street, Suite 701  
Richmond, Texas 77469

**Hunton Andrews Kurth LLP**  
600 Travis Street, Suite 4200  
Houston, Texas 77002

Re: \$10,000,000 Fort Bend County, Texas, Tax Anticipation Note, Series 2025 (the "Note")

Ladies and Gentlemen:

Huntington Public Capital Corporation, (the "Purchaser" or "we") has agreed to purchase, and Fort Bend County, Texas, (the "County") has agreed to sell to the Purchaser, subject to the conditions contained herein, the captioned Note at the purchase price of par. The Note will bear the terms, redemption provisions, if any, and be secured as described in the County's Order authorizing the same (the "Order").

The Purchaser hereby represents and warrants that:

1. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Note and qualify as one or more of the following: (i) an "accredited investor" within the meaning of Section 2(15) of the Securities Act of 1933, (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, or (iii) a securitization Special Purpose Vehicle ("SPV"), the interests in which SPV are sold to the institutional investors described above in (i) or (ii) of this paragraph.

2. We have made our own inquiry and analysis with respect to the Note and the security therefor, and other material factors affecting the security and payment of the Note, and we have not relied upon any statement by you, your officers, directors, or employees, or your financial consultants or legal advisors (except for the legal opinions of the Attorney General of Texas and Hunton Andrews Kurth LLP, Houston, Texas ("Bond Counsel"), and except for such certificates as may be delivered by you, your officers, directors or employees in connection with the closing of the purchase of the Note) in connection with such inquiry or analysis or in connection with the offer and sale of the Note.

3. We have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed decision concerning in the purchase of the Note, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Notes will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Notes.

4. We further acknowledge that we are responsible for consulting with our advisors concerning any obligations, including, but not limited to any obligations pursuant to federal and state securities and income tax laws.

5. We understand that the Note (a) is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable.

6. We understand and agree that we will not prepare or furnish, or cause to be prepared or furnished, any public disclosure regarding the County's finances without the prior review and written consent of the County, which will be given only in the County's sole discretion.

7. We are purchasing the Note for our own account as evidence of a loan, and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling (each, a "Disposition") the Note, or any part or interest thereof. **We understand and agree that we will not make any Disposition of any of the Note except to persons who are able to and do confirm in writing to us and to you the representations contained in paragraphs (1) through (6) above and in this paragraph to the same extent as if such paragraphs referred to such person.**

8. We understand and agree that the foregoing representations and warranties will be relied upon by Bond Counsel, in rendering its opinions that: (1) the Note is exempt from the registration requirements under existing federal and state securities laws, and (2) the interest on the Note is exempt from federal income taxation, and (3) no Committee on Uniform Securities Identification Procedures numbers will be obtained for the Note.

9. The Purchaser makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Purchase Letter. As used in such verifications and representations, "affiliate" means an entity that controls, is controlled by, or is under common control with the Purchaser 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 or representation contained in this Section 9 during the term of this Purchase Letter shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Purchase Letter, notwithstanding anything in this Purchase Letter to the contrary.

- a. Not a Sanctioned Company. The Purchaser 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 Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal

sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

- b. No Boycott of Israel. The Purchaser 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 Purchase Letter. 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 Purchaser 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 Purchase Letter. 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. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
- d. No Boycott of Energy Companies. The Purchaser 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 Purchase Letter. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
- e. Attorney General Standing Letter. The Purchaser hereby confirms that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications in Section 9 of this Purchase Letter in a form acceptable to the Texas Attorney General.

10. By agreeing and accepting the terms hereof, the County agrees to provide to the Purchaser, or post on EMMA: (1) annual audited financial statements including operating statistics within 180 days of County’s fiscal year end, (2) as soon as available, and, in any event, within 30 days after its approval, but in no event later than 60 days after the beginning of each fiscal year, the annual budget for the County for such fiscal year, and (3) other financial reports as Purchaser may reasonably request. The County’s obligation under this Section shall survive the expiration of the term of this Agreement.

11. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under the Note or any document executed in connection therewith shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. The Purchaser will hold this Note as one single debt instrument.

13. No final official statement has been prepared in connection with the private placement for the Note.

14. The Note will not close through the DTC or any other similar repository and will not be in book entry form.

15. Purchaser's agreement to purchase, and the County's agreement to sell the Note are subject to Purchaser's receipt, on or before the date of purchase, of the following, each in form and substance acceptable to Purchaser:

- a. The fully executed Initial Note or definitive Note, as applicable.
- b. A copy of the Order, which contains all relevant provisions governing the financing of the Note.
- c. An approving opinion of Bond Counsel as to the validity and legality of the Note and to the effect that the interest on the Note is exempt from federal income taxation under existing statutes, regulations, published rulings, and court decisions existing on the date of said opinion.
- d. An approving opinion of the Attorney General of the State of Texas, relating to the legality and validity of the Note and approving the Note as required by Texas law, and evidence reflecting the registration of the Note by the Comptroller of Public Accounts of the State of Texas as required by Texas law.
- e. The County's certification to the effect that, to the best of the knowledge and belief of the officer no litigation of any nature is now pending or, to the best of our knowledge, threatened, either in the state or federal courts, contesting or attacking the existence of the County or the Note or restraining or enjoining the issuance, execution or delivery of the Note or the collection or pledge of the funds from which the Note is payable, or in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Note, or affecting the titles of the present officials of the County, and that no proceedings or authority for the issuance, execution or delivery of the Note have been repealed, rescinded or revoked.
- f. A Federal Tax Certificate and an IRS Form 8038-G.
- g. Such other documents and items reasonably required by Purchaser.

16. Purchaser's agreement to purchase the Note is subject to the following conditions precedent to closing, without limitation:

- a. The absence of default.
- b. Accuracy of representations and warranties.
- c. Negotiation and execution of satisfactory closing documents.

d. Absence of material change in financial condition of the County during the period from the date of the most recent financial statement of the County reviewed by Purchaser to the Closing Date.

17. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Agreement, the Note and any other information, materials or communications provided by the Purchaser to the County: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Agreement, the Note, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss this Agreement, the Note and any such other information, materials or communications with any and all internal and external advisors and experts that the County deems appropriate before acting on this Agreement, the Note or any such other information, materials or communications.

18. The County may post final Note documentation on a national public bond market repository provided that certain information be redacted by the County as directed by the Purchaser. Items that should be redacted include pricing, financial ratio covenants, signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

AGREED AND ACCEPTED this 4th day of December, 2025:

A handwritten signature in blue ink, appearing to read "K. George", written over a horizontal line.

County Judge  
Fort Bend County, Texas

County's Signature Page  
Purchase Letter  
Fort Bend County, Texas

Very truly yours,

Huntington Public Capital Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Officer

Purchaser's Signature Page  
Purchase Letter  
Fort Bend County, Texas