

**OFFICIAL NOTICE OF SALE AND
OFFICIAL BID FORM**

Fort Bend County, Texas

\$45,410,000*
Certificates of Obligation,
Series 2026

Electronic Bids Due Monday, May 18, 10:00 AM, C.D.S.T.

* Preliminary, subject to change. See *“THE CERTIFICATES – RIGHT TO ADJUST”* herein.

OFFICIAL NOTICE OF SALE
\$45,410,000*
Fort Bend County, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2026

Sealed Bids Due on May 18, 2026, at 10:00 AM, CST

THE SALE

CERTIFICATES OFFERED FOR SALE AT COMPETITIVE BIDDING: Fort Bend County, Texas (the “County”) is offering for sale its \$45,410,000* Certificates of Obligation Series 2026 (the “Certificates”). Bidders may submit bids for the Certificates by any of the following methods:

ELECTRONIC BIDS ONLY: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY prior to 10:00 AM, C.S.T. on Monday, May 18, 2026. Subscription to i-Deal’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The County will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Bidders submitting an electronic bid shall not be required to submit an Official Bid Form prior to bidding.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Certificates on the terms provided in this Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the County. The County shall not be responsible for any malfunction or mistake made by or as a result of the use of the facilities of PARITY; the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from PARITY Customer Support, 1359 Broadway, 2nd Floor, New York, New York 10018, 212-849-5021.

For purposes of the electronic bidding process, the time as maintained by PARITY shall constitute the official time of the bid. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the County, as described under “CONDITIONS OF THE SALE – BASIS FOR AWARD” below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form.

The Co-Municipal Advisors will not be responsible for submitting any bids received after the above deadlines.

BIDS BY FACSIMILE: BIDS BY FACSIMILE WILL NOT BE ACCEPTED.

PLACE AND TIME OF BID OPENING: The bids for the Certificates will be publicly opened at Fort Bend County Auditor’s Office, 301 Jackson Street, Suite 701, Richmond, Texas 77469, at 10:00 A.M., C.S.T. on May 18, 2026.

AWARD OF THE CERTIFICATES . . . On April 23, 2026, the County Commissioner’s adopted an order authorizing the issuance of the Certificates of Obligation (the “Certificate Order”). In the Certificate Order, the Commissioners’ Court will delegate pricing of the Certificates, and certain other matters, to a “Pricing Officer” who will be authorized to execute the Official Bid Form to evidence the acceptance of the best bid and award the sale of the Certificates, or to reject all bids.

THE CERTIFICATES

DESCRIPTION . . . The Certificates will be dated May 1, 2026. The date of initial delivery to the Purchaser (defined herein), anticipated to be June 9, 2026 (the “Delivery Date”). Interest on the Certificates will accrue from the Delivery Date and will be calculated on the basis of a 360-day year of twelve 30-day months. Interest payments will be due on September 1, 2026, and on each March 1 and September 1 thereafter until maturity. The Certificates will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity. The Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”) pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. No physical delivery of the Certificates will be made to the owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by Zions

*Preliminary, subject to change.

Bancorporation, National Association dba Amegy Bank Division, Houston, Texas the Paying Agent/Registrar (the “Paying Agent”) to DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates.

PURPOSE: Proceeds from the sale of the Certificates of Obligation will be used for the payment of (i) all or a portion of the County’s contractual obligations incurred in connection with the (i) construction and improvement of public parking facilities to be located at 28505 Southwest Fwy, Rosenberg, TX 77471 to provide public parking for the county fairgrounds and other county facilities; (ii) the cost of architectural engineering and other professional services associated with the project, (iii) paying the cost of professional services incurred in connection therewith; and (iv) paying the costs of issuance of the Certificates (see “PLAN OF FINANCING – Purpose – Use of Certificates of Obligation Proceeds”).

SECURITY FOR PAYMENT: The Certificates are being issued pursuant to the Constitution and general laws of the State, particularly Subchapter C of Chapter 271, Texas Local Government Code, Chapter 1371, Texas Government Code, as amended, and the Certificate Order.

MATURITY SCHEDULE: The Certificates will mature on March 1 in each year as follows:

Maturity Schedule*

Maturity (March 1)	Principal Amount	Maturity (March 1)	Principal Amount
2027	\$1,355,000	2037	\$2,235,000
2028	1,425,000	2038	2,350,000
2029	1,495,000	2039	2,470,000
2030	1,575,000	2040	2,595,000
2031	1,655,000	2041	2,730,000
2032	1,740,000	2042	2,870,000
2033	1,830,000	2043	3,015,000
2034	1,920,000	2044	3,170,000
2035	2,020,000	2045	3,330,000
2036	2,125,000	2046	3,505,000

OPTIONAL REDEMPTION: The County reserves the right, at its option, to redeem Certificates having stated maturities on and after March 1, 2037, in whole or from time to time in part, in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 2036, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. See “THE CERTIFICATES – OPTIONAL REDEMPTION.”

In the event of any adjustment of the maturity schedule for the Certificates as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Any such adjustment of the aggregate principal amount of the Certificates and/or the maturity schedule for the Certificates made by the County or its Municipal Advisor or Co-Municipal Advisor shall be subsequent to the award of the Certificates to the winning bidder as determined pursuant to “*CONDITIONS OF THE SALE – BASIS FOR AWARD*” herein and shall not affect such determination. The successful bidder may not withdraw its bid as a result of any changes made within the aforementioned limits. See “*THE CERTIFICATES – RIGHT TO ADJUST*” herein.

RIGHT TO ADJUST: The County reserves the right after proposals are opened and prior to award to adjust the par amount and the maturity amounts of the Certificates in multiples of \$5,000. In the event the par amount or the maturity amounts of the Certificates are adjusted, the purchase price will be adjusted to ensure that the percentage net compensation (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Certificates to the public and the price to be paid to the County (excluding accrued interest) by (ii) the principal amount of the Certificates) remains constant.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS WITHIN THESE LIMITS.

SERIAL CERTIFICATES AND/OR TERM CERTIFICATES: Bidders may provide that all of the Certificates are to be issued as serial certificates maturing in accordance with the maturity schedule shown above or may provide that any two or more consecutive

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annual principal amounts be combined into one or more term certificates (“Term Certificates”).

MANDATORY SINKING FUND . . . If the successful bidder elects to alter the maturity schedule reflected above and convert principal amounts of the serial Certificates into Term Certificates, such Term Certificates shall be subject to mandatory redemption on the first September 1 next following the last maturity for serial certificates, and annually thereafter on each September 1 until the stated maturity for the Term Certificates at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts of the Term Certificates to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the maturity schedule shown above had no conversion to Term Certificates occurred. At least thirty (30) days prior to each mandatory redemption date, the Paying Agent/Registrar shall select by lot the Term Certificates to be redeemed and cause a notice of redemption to be given in the manner provided in the Official Statement.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the County, by the principal amount of the Term Certificates of the same maturity which (i) shall have been acquired by the County at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

A final Official Statement will incorporate the mandatory redemption provisions for the Certificates in the event the successful bidder elects to convert serial maturities into one or more Term Certificates.

BOOK-ENTRY-ONLY SYSTEM: The County intends to utilize DTC's Book-Entry-Only System. See “THE OBLIGATIONS - BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar shall be Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas. SEE “THE OBLIGATIONS - PAYING AGENT/REGISTRAR” in the Preliminary Official Statement.

CONDITIONS OF THE SALE

TYPE OF BIDS AND INTEREST RATES . . . The Certificates will be sold in one block on an “All or None” basis and at a price of not less than their par value. No bid producing a cash premium on the Certificates that results in a dollar price of less than \$101.50 will be considered, provided, however, that any bid is subject to adjustment as described under the caption “THE CERTIFICATES – RIGHT TO ADJUST” which adjustment could result in the price of the Certificates or the bidders premium to exceed the parameters provided above. Bidders must specify the rate(s) of interest borne by the Certificates, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/100 of 1% and the net effective interest rate for the Certificates (calculated in the manner required by Chapter 1204, Texas Government Code, as amended) must not exceed 15%. The highest rate may not exceed the lowest rate bid by more than 3.0% in rate. No individual maturity shall have a price of less than 98%. No limitation is imposed upon bidders as to the number of rates which may be used. All Certificates of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state the True Interest Cost (defined below) in its bid. The Purchaser (defined below) will be required to submit offering yields and dollar prices prior to award. Each bidder shall state in the bid the total interest cost in dollars and the effective interest rate determined thereby, which shall be considered informative only and not as part of the bid. In the event of a bidder’s error in interest cost calculations, the interest rates set forth in the Bid Form will be considered as the intended bid.

BASIS FOR AWARD: The sale of the Certificates will be awarded to the best bidder or syndicate account whose name first appears on the Official Bid Form (the “Initial Purchaser” or “Purchaser”) whose bid based on the above computation produces the lowest True Interest Cost (“TIC”) to the County. The TIC is that rate which, when used to compute the total present value as of the Delivery Date of all debt service payments on the Certificates on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Certificates plus the required cash premium. In case of error in TIC calculations, interest rates named on the Official Bid Form will govern; however, the Pricing Officer reserves the right to reject any and all bids and to waive any and all irregularities, except the time for filing of the bids. If two or more equal bids are received, the Pricing Officer will determine by lot which bid, if any, shall be accepted, and such determination shall be final.

In order to provide the County with information required to be submitted to the Texas Bond Review Board pursuant to Section 1202.008, Texas Government Code, as amended, the Initial Purchaser will be required to provide the County with a breakdown of its “underwriting spread” among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING PRICE RULE WILL APPLY IF COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED):

(a) The winning bidder shall assist the County in establishing the issue price of the Certificates and shall execute and deliver to the County at least six (6) business days prior to the Delivery Date an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Certificates may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor.

(b) The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Certificates) will apply to the initial sale of the Certificates (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County shall so advise the winning bidder. In such event, the County anticipates awarding the sale of the Certificates to the bidder who submits a firm offer to purchase the Certificates at the highest price (or lowest interest cost), as determined in the manner set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Certificates, as specified in the bid.

(c) In the event the competitive bid sale requirements are not satisfied, the County intends to treat the initial offering price to the public as of the sale date of each maturity of the Certificates as the issue price of that maturity (the “hold-the-offering-price rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Certificates, if the competitive sale requirements were not satisfied, in which case the hold-the-offering-price rule shall apply to the Certificates. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied and the hold-the-offering-price rule applies. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Certificates to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Certificates, that the underwriters will neither offer nor sell unsold Certificates of any maturity to which the hold-the-offering price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

(e) The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail or other third party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail or other third party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(f) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail or other third party distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to

the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third party distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail or other third party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail or other third party distribution agreement to comply with the hold the offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(g) Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this section of this Official Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail or other third party distribution agreement participating in the initial sale of the Certificates to the public),
- (3) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Certificates are awarded by the County to the winning bidder.

IMPACT OF BIDDING SYNDICATE ON AWARD: For purposes of contracting for the sale of the Certificates, the entity signing the bid form as Purchaser shall be the sole contracting party with the County in connection with the sale of the Certificates and shall be solely responsible for the payment of the purchase price of the Certificates. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the County is not a party to that agreement and any information provided regarding syndicate managers would be for informational purposes only.

GOOD FAITH DEPOSIT: A Good Faith Deposit, payable to the “County of Fort Bend, Texas”, in the amount of \$908,200, which is 2% of the proposed par value of the Certificates (the “Good Faith Deposit”), is required. Such Good Faith Deposit shall be a bank cashier's check or certified check, which is to be retained uncashed by the County pending the Initial Purchaser's compliance with the terms of the bid and this Official Notice of Sale. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately. If submitted separately, it shall be made available to the County prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorize its use as a Good Faith Deposit by the Initial Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser upon payment for the Certificates.** No interest will be allowed on the Good Faith Deposit. In the event the Initial Purchaser should fail or refuse to take up and pay for the Certificates in accordance with the bid, then said check shall be cashed and accepted by the County as full and complete liquidated damages, except as provided under the caption “CONDITIONS OF THE SALE - Verifications of Statutory Representations and Covenants” for which damages shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened, and an award of the Certificates has been made.

PROVISION OF TEXAS ETHICS COMMISSION FORM 1295 (“TEC FORM 1295”) AND CERTIFICATION OF FILING BY BIDDERS:

Obligation of the County to receive information from winning bidder. Pursuant to Texas Government Code Section 2252.908 (the “Interested Party Disclosure Act”), unless the Purchaser is exempt from the filing requirements of Section 2252.908, the County may not award the Certificates to the Purchaser unless the Purchaser (i) submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the County as prescribed by the Texas Ethics Commission (“TEC”) or (ii) certifies in the Official Bid Form that under Texas Government Code Section 2252.90(c)(4) it is exempt from filing the Disclosure Form by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity. Prior to entering into a purchase agreement with the Purchaser, the Purchaser must either (1) complete an electronic form of the TEC Form 1295 through the TEC’s electronic portal and submit the resulting certified TEC Form 1295 that is generated by the TEC’s electronic portal to the County or (2) submit a written representation

that it is exempt from the TEC Form 1295 filing requirements pursuant to Section 2252.908(c)(4). The failure to provide the TEC Form 1295 or written representation regarding exemption, as described herein, will prohibit the County from entering into a purchase agreement with the Purchaser.

In the event that the bidder's bid for the Certificates is the best bid received, the County, acting through one of its Co-Municipal Advisors, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid, and, unless exempt, will obligate the bidder to promptly file a completed Disclosure Form, as described below, in order to complete the award. The County reserves the right to reject any bid that does not comply with the requirements prescribed herein.

Process for completing the Disclosure Form. Reference should be made to the Disclosure Form, the rules of the TEC with respect to the Disclosure Form (the "Disclosure Rules") and the Interested Party Disclosure Act. Instructional information regarding such matters are set forth at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. For purposes of completing the Disclosure Form the Initial Purchaser will need the following information: (a) item 2 – name of governmental entity: ("Fort Bend County, Texas") and (b) item 3 – the identification number ("Fort Bend County COs 2026"), and (c) item 3 – description of the goods or services assigned to this contract by the County ("Purchase of Certificates"). If completing the Disclosure Form, the Purchaser must (i) complete the Disclosure Form electronically at the TEC's "electronic portal", and (ii) print, sign and deliver a copy of the Disclosure Form that is generated by the TEC's "electronic portal" to the County by email at ed.sturdivant@fortbendcountytexas.gov and the County's municipal advisor at allenka@pfm.com. The original signed Disclosure Form must be physically delivered to the County (Attn: Ed Sturdivant, Fort Bend County's Auditor's Office, 301 Jackson Street, Suite 701, Richmond, Texas 77469) within two business days of the award. Following the award of the Certificates, the County will acknowledge receipt of the completed Disclosure Form through the TEC website, as required by the law.

Preparations and for completion, and the significance of, the reported information. The Interested Party Disclosure Act provides that such disclosure is made "under oath and under penalty of perjury." **Consequently, a bidder should take appropriate steps prior to completion of the Disclosure Form to familiarize itself with the Interested Party Disclosure Act, the Disclosure Rules and the Disclosure Form.** Time will be of the essence in submitting the form to the County, and, unless exempt, no award will be made by the County of the Certificates until a completed Disclosure Form from the winning bidder is received. The County reserves the right to reject any bid that is not accompanied by a completed Disclosure Form, as described herein. Neither the County nor its municipal advisors have the ability to verify whether a bidder is exempt or the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form or exemption status. Consequently, an entity intending to bid on the Certificates should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the County that its bid is the conditional winning bid.

Selection of Alternate Winning Bid. If the apparent winning bidder and each syndicate member listed on the Official Bid Form fail to promptly file the Disclosure Form, the County reserves the right to reject such bid and, through its municipal advisor, provide conditional verbal acceptance to the bidder submitting a bid, conforming to the specifications herein, which produces the next, lowest True Interest Cost rate to the County.

VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS: The County will not award the Certificates to a bidder unless the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Covered Verifications"), are included in the bid. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the bidder 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 the Official Bid Form or Official Notice of Sale and Bidding Instructions, notwithstanding anything in the Official Bid Form or Official Notice of Sale and Bidding Instructions to the contrary.

- (i) No Boycott of Israel (Texas Government Code Chapter 2271): A bidder must verify 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.
- (ii) Not a Sanctioned Company (Texas Government Code Chapter 2252): A bidder must represent 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 a bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States Iran or any federal sanctions regime relating to a foreign terrorist organization.

- (iii) No Discrimination Against Firearm Entities or Firearm Trade Associations (Texas Government Code Chapter 2274): A bidder must verify 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. 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.
- (iv) No Boycott of Energy Companies (Texas Government Code Chapter 2276): A bidder must verify 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

FURTHER STATE LAW COMPLIANCE AND STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Texas Attorney General’s Office in the form required by the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023 and any supplements thereto (collectively, the “All Bond Counsel Letter”). In submitting a bid, a bidder represents to the County that it has filed a standing letter in the form included in the All Bond Counsel Letter without qualification and including current statutory citations and it has no reason to believe that the County may not be entitled to rely on the standing letter on file with the Texas Attorney General’s Office. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Certificates unless same is immediately replaced with a standing letter meeting the requirements of the All Bond Counsel Letter.

The County will not accept a bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Certificates. If requested by the County, the bidder agrees to provide such further representations, certifications or assurances in connection with the Covered Verifications, as of the Delivery Date or such other date requested by the County including, but not limited to, a bring down certification as provided by the All Bond Counsel Letter.

THE COUNTY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT THE BID OF ANY BIDDER FOR ANY REASON. BY SUBMITTING A BID, EACH BIDDER AGREES, SHOULD IT BE THE WINNING BIDDER, TO COOPERATE WITH THE COUNTY AND TAKE ANY ACTION NECESSARY TO FURTHER VERIFY AND CONFIRM COMPLIANCE WITH STATE LAW. Unless otherwise publicly available on the Municipal Advisory Council of Texas’ website, the bidder shall submit a courtesy copy of its standing letter in connection with the submission of its bid.

To the extent the bidder and each syndicate member listed on the Official Bid Form is unable to provide a Standing Letter in a form satisfactory to the Texas Office of the Attorney General, the County reserves the right to cash and accept the Good Faith Deposit (see “CONDITIONS OF THE SALE - Good Faith Deposit”). THE LIABILITY OF THE BIDDER FOR BREACH OF ANY OF THE COVERED VERIFICATIONS SHALL SURVIVE UNTIL BARRED BY THE STATUTE OF LIMITATIONS, AND SHALL NOT BE LIQUIDATED OR OTHERWISE LIMITED. ADDITIONALLY, THE COUNTY RESERVES AND RETAINS ALL RIGHTS AND REMEDIES AT LAW AND IN EQUITY FOR PURSUIT AND RECOVERY OF DAMAGES, IF ANY, RELATING TO THE COVERED VERIFICATIONS.

OFFICIAL STATEMENT

To assist the Purchaser in complying with the SEC Rule 15c2-12, as amended (the “Rule”), the County and the Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows:

COMPLIANCE WITH RULE: The County agrees to provide, or cause to be provided, to the Purchaser, the Preliminary Official Statement and the Official Statement and any amendments or supplements thereto in a “designated electronic format” (or printed format with respect to the final Official Statement) as may be required for the Purchaser to comply with the Rule or the rules of the Municipal Securities Rulemaking Board (“MSRB”). The County consents to the distribution of such documents in a “designated electronic format.” Upon receipt, the Purchaser shall promptly file the Official Statement with the MSRB in accordance with the applicable MSRB rules.

The County will complete and authorize distribution of the Official Statement and containing information omitted from the Preliminary Official Statement. The County does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Purchaser on or after the sale date, the County intends the same to be final as of such date, within the meaning of Section 15c2-12(b)(3) of the Rule. Notwithstanding the foregoing, the County makes no representation concerning the absence of material misstatements or omissions from the Official Statement. To the best knowledge

and belief of the County, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates.

FINAL OFFICIAL STATEMENT: In addition to delivering the Official Statement in a “designated electronic format”, the County agrees to furnish to the Purchaser, within seven (7) days after the sale date, an aggregate maximum of twenty (20) copies of the Official Statement, if requested by the Purchaser, together with information regarding interest rates and other terms relating to the reoffering of the Certificates, in accordance with Section 15c2-12(b)(3) of the Rule. The Purchaser may arrange, at its own expense, to have the Official Statement reproduced and printed if it requires more than 20 copies and may also arrange, at its own expense and responsibility, for completion and perfection of the first or cover page of the Official Statement so as to reflect interest rates and other terms and information related to the reoffering of the Certificates. The Purchaser will be responsible for providing information concerning the County and the Certificates to subsequent purchasers of the Certificates, and the County will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein. The County agrees to provide, or cause to be provided, to the Purchaser the Preliminary Official Statement and the Official Statement and any amendments or supplements thereto in a “designated electronic format” (or printed format with respect to the final Official Statement) as may be required for the Purchaser to comply with the Rule or the rules of the MSRB. The County consents to the distribution of such documents in a “designated electronic format”. Upon receipt, the Purchaser shall promptly file the Official Statement with the MSRB in accordance with the MSRB Rule G- 32. The County's obligation to supplement the Official Statement to correct key representations determined to be materially misleading, after the date of the Official Statement, shall terminate upon initial delivery of the Certificates to the Purchaser, unless the Purchaser notifies, in writing, the County that less than all of the Certificates have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not more than 90 days after the sale date) until all of the Certificates have been sold to ultimate customers.

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the County learns or is notified by the Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the County will promptly prepare and supply to the Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Purchaser, unless the Purchaser elects to terminate its obligation to purchase the Certificates as described in “DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS – Conditions to Delivery.” The obligation of the County to do so will terminate when the County delivers the Certificates to the Purchaser, unless the Purchaser notifies the County that less than all of the Certificates have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not for more than 90 days after the sale date) until all of the Certificates have been sold to ultimate customers.

CONTINUING DISCLOSURE AGREEMENT: The County will agree in the Certificate Ordinance to provide certain periodic information and notices of certain events in accordance with the Rule, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE OF INFORMATION”. The Initial Purchaser’s obligation to accept any and pay for the Certificates is conditioned upon delivery to the Initial Purchaser or its agent, of a copy of the Certificate Ordinance containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS: The County’s audited financial statements for Fiscal Year 2020 were not available for filing on EMMA by March 31, 2021, as required by the County’s continuing disclosure undertakings. On March 30, 2021, the County filed a report of annual financial information on EMMA that included unaudited annual financial and operating data for Fiscal Year 2020. On April 30, 2021, the County completed a draft annual report that included unaudited financial statements; however, the draft report was not filed on EMMA. Subsequently, the County completed its audited financial statements for Fiscal Year 2020 for inclusion in a final report of annual financial information that was filed on EMMA on May 28, 2021. In addition, the County failed to timely file a notice of late filing with the MSRB or to disclose the failure to file in the County’s official statements related to the issuance of County obligations in 2022. On May 8, 2023, the County filed an event notice disclosing these incidents of non-compliance.

Although the County filed its audited financial statements for Fiscal Years 2020 and 2022 on EMMA, it failed to link the statements to the CUSIP numbers of the outstanding Fort Bend County Drainage District’s (the “Drainage District”) Bonds and the County’s Toll Road Bonds. The County has corrected this error and linked both sets of audited financial statements to such CUSIP numbers. On November 1, 2023, the County filed a material event notice disclosing such events. On May 13, 2025, the County filed a material event notice disclosing the County’s failure to link its financial statement for Fiscal Year 2020 to the County’s Toll Road Bonds.

Although the County filed its audited financial statements for Fiscal Years 2021 and 2022, respectively, with EMMA, the County failed to link the audited financial statements and the operating data to the CUSIP numbers of the Greater Texas Cultural Education Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project), Series 2021A. The County corrected the error and linked both Fiscal Years 2021 and 2022 audited financial statements and operating data to such bonds’ CUSIP numbers on May 6, 2025 and filed notice of such failure on EMMA on May 13, 2025.

Although the County filed its audited financial statements for Fiscal Year 2024 with EMMA, the County failed to link the audited financial statements to the CUSIP numbers of the outstanding Drainage District Bonds. The County has corrected this error and linked the Fiscal Year 2024 audited financial statements to such CUSIP numbers on May 12, 2025 and filed notice of such non-compliance on EMMA on May 13, 2025.

Subsequent to the County's issuance of its Tax Anticipation Notes, Series 2022B, its Tax Note, Series 2021, and its Tax Note, Series 2020, the County did not file a notice that it had incurred a financial obligation with respect to any of these series of notes within 10 business days of their respective issuances. The County also did not disclose its failure to file notices that it had incurred a financial obligation in its official statements for 2020, 2021 or 2022. On May 16, 2023, the County filed an event notice disclosing such incidents of non-compliance.

The County has implemented procedures to ensure timely filing of all future financial information.

DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will appear on the Certificates, but neither the failure to print or type such number on any Certificates nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Certificates in accordance with the terms of this Official Notice of Sale and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Certificates shall be paid by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Initial Purchaser.

INITIAL DELIVERY OF INITIAL CERTIFICATE: The Certificates will be initially delivered as one Certificate ("Initial Certificate") in the aggregate principal amount of \$45,410,000* payable in stated installments to the Initial Purchaser. Initial delivery will be at the designated office of the Paying Agent/Registrar. Payment for the Certificates must be made in immediately available funds for unconditional credit to the County, or as otherwise directed by the County. The Initial Purchaser will be given six business days' notice of the time fixed for delivery of the Certificates. It is anticipated that delivery of the Certificates can be made on or about June 9, 2026, and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Certificates by 10:00 AM, CST, on June 9, 2026, or thereafter on the date the Certificate is tendered for delivery, up to and including June 14, 2026. If for any reason the County is unable to make delivery on or before June 14, 2026, the County shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the County and the Initial Purchaser shall be relieved of any further obligation. In no event shall the County be liable for any damages by reason of its failure to deliver the Certificates, provided such failure is due to circumstances beyond the County's reasonable control.

DTC DEFINITIVE CERTIFICATES: Upon payment for the Certificates on the Delivery Date, the Paying Agent/Registrar shall cancel the Initial Certificate, and one definitive Certificate for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC's Book-Entry-Only System. After delivery of the Initial Certificate, the Certificates will be issued in Book-Entry-Only form. Cede & Co. is the nominee for DTC. All references herein to the Certificateholders or registered owners of the Certificates shall mean Cede & Co. and not the beneficial owners of the Certificates. Purchases of beneficial interests in the Certificates will be made in book-entry form in authorized denominations. Under certain limited circumstances described herein, the County may determine to forego immobilization of the Certificates at DTC, or another securities depository, in which case such beneficial interests would become exchangeable for one or more fully registered Certificates of like principal amount as the Certificates presented for cancellation and exchange.

CONDITIONS TO DELIVERY: The obligation of the Initial Purchaser to take up and pay for the Certificates is subject to the Initial Purchaser's receipt of (a) the legal opinion of Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel for the County ("Bond Counsel"), (b) the County's no-litigation certificate, (c) the County's certification as to the Official Statement, all as further described in the Preliminary Official Statement; and (d) the non-occurrence of the events described under "No Material Adverse Change". Bond Counsel may not deliver their approving opinion of the Certificates without the prior receipt of the approving opinion of the Texas Attorney General, as described on the cover of the Preliminary Official Statement under "LEGALITY".

LEGAL OPINIONS: The Certificates are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Certificates is subject to the receipt by the Initial Purchaser of the opinion of Bond Counsel, to the effect that the Certificates are valid and binding obligations of the County and that the interest on the Certificates will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "Tax Matters" in the Preliminary Official Statement, including alternative minimum tax consequences.

* Preliminary, subject to change. See "*THE CERTIFICATES – RIGHT TO ADJUST*" herein.

CHANGE IN TAX EXEMPT STATUS. . . At any time before the Certificates are tendered for delivery, the Initial Purchaser may withdraw its bid if the interest received by private holders on obligations of the same type and character shall be declared to be includable in gross income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any Federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Official Notice of Sale.

GENERAL

CO-MUNICIPAL ADVISOR: PFM Financial Advisors LLC and Knight & Day Group, LLC (“Co-Municipal Advisors”) are employed as Co-Municipal Advisors to the County in connection with the issuance of the Certificates. The Co-Municipal Advisors’ fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. The Co-Municipal Advisors, have relied on the opinion of Bond Counsel and have not verified and do not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

BLUE SKY LAWS: The County has made no investigation regarding the eligibility to purchase or participate in the underwriting of the Certificates under any applicable securities, legal investment, insurance, banking or other laws which might govern the ability of such institution to underwrite or invest in the Certificates. By submission of its bid, the Purchaser represents that the sale of the Certificates in jurisdictions other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Purchaser will register the Certificates in accordance with the securities law of the jurisdictions in which the Certificates are offered or sold. The County agrees to cooperate with the Purchaser, at the Purchaser’s written request and expense, in registering the Certificates or obtaining an exemption from registration in any state where such action is necessary, except that the County will not be obligated to qualify as a foreign corporation or consent to service of process.

NOT AN OFFER TO SELL: This Official Notice of Sale does not alone constitute an offer to sell the Certificates, but is merely notice of the sale of the Certificates. The offer to sell the Certificates is being made by means of this Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement. Prospective purchasers are urged to carefully examine the Preliminary Official Statement to determine the investment quality of the Certificates.

ISSUANCE OF ADDITIONAL DEBT: County voters have authorized \$1.4 billion in bonds for County mobility projects and parks and recreation facilities and, after issuance of the Certificates, the County will have approximately \$935 million remaining in authorized but unissued general obligation bonds available. The County expects to issue up to \$125 million in principal amount of such bonds annually.

RATINGS: The Certificates are rated “AAA” by Fitch Ratings (“Fitch”). See “Other Information – Ratings” in the Preliminary Official Statement. Certain outstanding tax-supported debt of the County is rated “AAA” by Fitch and “Aa1” by Moody’s.

An explanation of the significance of such ratings may be obtained from Fitch and Moody’s. The ratings of the Certificates by Fitch and Moody’s reflect only the view of Fitch and Moody’s at the time each rating is given and the County makes no representations as to the appropriateness of the ratings. There is no assurance that the ratings will continue for any given period of time, or that the ratings will not be revised downward or withdrawn entirely by Fitch and Moody’s, if, in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of either rating may have an adverse effect on the market price of the Certificates.

REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE: No registration statement relating to the Certificates has been filed with SEC under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2). The Certificates have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the Official Statement. The Certificates have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Certificates been registered or qualified under the securities acts of any other jurisdiction. The County assumes no responsibility for registration or qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

On the date of the sale, the County will, through its Pricing Officer, confirm its approval of the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Certificates by the Purchaser.

Pricing Officer
Fort Bend County, Texas

OFFICIAL BID FORM

Honorable County Judge and Commissioners' Court
Fort Bend County, Texas

Monday, May 18, 2026

Honorable County Judge and Commissioners' Court:

Subject to the terms of your Official Notice of Sale and Preliminary Official Statement, dated April 16, 2026, which are incorporated herein by reference, we hereby submit the following bid for \$45,410,000* FORT BEND COUNTY, TEXAS (the "County") CERTIFICATES OF OBLIGATION, SERIES 2026 (the "Certificates"), dated May 1, 2026. We have read in detail the Official Notice of Sale and Preliminary Official Statement. We realize that the Certificates involve certain investment risks, and we have made such inspections and investigations we deem necessary relating to the County and to the investment quality of the Certificates. This offer is being made for all said Certificates and for not less than all.

For your legally issued Certificates, as described in said Official Notice of Sale and Preliminary Official Statement, we will pay you par plus a cash premium of \$____(no bid producing a cash premium that results in a dollar price of less than \$101.50 will be considered; provided however, that any bid is subject to adjustment as described in the Official Notice of Sale under the caption – "THE CERTIFICATES – RIGHT TO ADJUST") for the Certificates maturing and bearing interest per annum as follows:

Maturity (March 1)	Principal Amount*	Interest Rate	Maturity (March 1)	Principal Amount*	Interest Rate
2027	\$1,355,000	____%	2037	\$2,235,000	____%
2028	1,425,000	____%	2038	2,350,000	____%
2029	1,495,000	____%	2039	2,470,000	____%
2030	1,575,000	____%	2040	2,595,000	____%
2031	1,655,000	____%	2041	2,730,000	____%
2032	1,740,000	____%	2042	2,870,000	____%
2033	1,830,000	____%	2043	3,015,000	____%
2034	1,920,000	____%	2044	3,170,000	____%
2035	2,020,000	____%	2045	3,330,000	____%
2036	2,125,000	____%	2046	3,505,000	____%

- Select one: **There are no Term Certificates in this bid.**
 This bid does contain Term Certificates. Details are as follows. Interest rates are shown below.

Term Certificate Maturity Date
Total Term Certificate Amount
1st Year of Mandatory Redemption

If an adjustment is made as described in the Official Notice of Sale, it is possible that the actual cash premium generated in the transaction may result in a cash premium amount less than or greater than the amounts shown in the bid for the Certificates. Cash premium paid, after adjustment is \$_____.

Our calculation (which is not a part of this bid) of the true interest cost from the above is:

TRUE INTEREST COST: _____%

By accepting this bid, the bidder understands the County will provide the copies of the Official Statement, as well as any amendments or supplements thereto (in a designated electronic format), all in accordance with the Official Notice of Sale.

* Preliminary, subject to change. See "THE CERTIFICATES – RIGHT TO ADJUST" in the Official Notice of Sale.

The Initial Certificates shall be registered in the name of _____, which will, upon payment for the Certificates, be canceled by the Paying Agent/Registrar. The definitive Certificates will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System.

A bank cashier's check or certified check of the _____ BANK, _____, Texas, in the amount of \$ _____, which represents our Good Faith Deposit (is attached hereto) or (has been made available to the County prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Preliminary Official Statement and Official Notice of Sale.

We agree to accept delivery of the Certificates utilizing the Book-Entry-Only System through DTC and make payment for the Initial Certificate in immediately available funds in the Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas, not later than 10:00 AM, CST, on June 9, 2026, or thereafter on the date the Certificates are tendered for delivery, pursuant to the terms set forth in the Official Notice of Sale. It will be the obligation of the purchaser of the Certificates to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute, and deliver to the County, at least six business days prior to delivery of the Certificates, a certificate relating to the "issue price" of the Certificates in the form and to the effect accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the County. The undersigned also agrees to provide the County and its consultants, at least ten business days prior to the delivery of the Certificates, a breakdown of its "underwriting spread" among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

As used in the following verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the bidder 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 the bid or Notice of Sale, notwithstanding anything in the bid or Notice of Sale to the contrary.

- (i) No Boycott of Israel Verification (Texas Government Code Chapter 2271). 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 Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (ii) Not a Sanctioned Company (Texas Government Code Chapter 2252). 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 a bidder 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.
- (iii) No Boycott of Energy Companies (Texas Government Code Chapter 2276). 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.
- (iv) No Discrimination Against Firearm Entities or Firearm Trade Associations (Texas Government Code Chapter 2274). 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. 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.

By submitting this bid, the Purchaser understands and agrees that if Purchaser should fail or refuse to take up and pay for the Certificates in accordance with this bid, or it is determined that after the acceptance of this bid by the County that the Purchaser was found not to satisfy the requirements described in the Official Notice of Sale and Bidding Instructions under the heading "CONDITIONS OF THE SALE" and as a result the Texas Attorney General will not deliver its approving opinion of the Certificates, then the check submitted herewith as the Purchaser's Good Faith Deposit shall be cashed and accepted by the County. IF THE COUNTY CASHES THE PURCHASER'S GOOD FAITH DEPOSIT AS DESCRIBED ABOVE, SUCH ACTION DOES NOT CONSTITUTE COMPLETE OR LIQUIDATED DAMAGES RELATED TO THE PURCHASER'S BREACH OF ANY OF THE COVERED VERIFICATIONS.

By submitting this bid, the Purchaser understands and agrees that the liability of the Purchaser for breach of any of the verifications made in connection with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended and as described above

(collectively, the “Covered Verifications”) shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Official Bid Form or the Official Notice of Sale. Additionally, the Purchaser acknowledges and agrees that the County reserves and retains all rights and remedies at law and in equity for pursuit and recovery of damages, if any, relating to the Covered Verifications.

FURTHER STATE LAW COMPLIANCE AND STANDING LETTER REQUIREMENT: By submitting this bid, the Purchaser understands and agrees that it must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office in the form included as Exhibit A to the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023 and any supplements thereto (the “All Bond Counsel Letter”). In submitting this bid, the Purchaser represents to the County that it has filed a standing letter in the form included as Exhibit A to the All Bond Counsel Letter without qualification and including current statutory citations and it has no reason to believe that the County may not be entitled to rely on the standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office. The Purchaser hereby further agrees that it will not rescind its standing letter at any time before the delivery of the Certificates unless same is immediately replaced with a standing letter meeting the requirements of the All Bond Counsel Letter.

The Purchaser agrees to provide such further representations, certifications or assurances in connection with the Covered Verifications, as of the Delivery Date or such other date requested by the County including, but not limited to, a bring down certification as provided by the All Bond Counsel Letter.

The Purchaser acknowledges that the County, in its sole discretion, has reserved the right to reject the bid of any bidder who is, or whose parent company, subsidiaries or affiliates are, on a list maintained by the Texas Comptroller of financial companies boycotting energy companies or discriminating against firearm entities.

The Purchaser understands and agrees that to the extent the Purchaser and each syndicate member listed on the Official Bid Form is unable to provide a Standing Letter in a form satisfactory to the Texas Office of the Attorney General, the County reserves the right to cash and accept the Good Faith Deposit (see “CONDITIONS OF THE SALE - Good Faith Deposit” in the Official Notice of Sale).

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE REPRESENTATIONS AND COVENANTS CONTAINED IN THIS OFFICIAL BID FORM SHALL SURVIVE TERMINATION OF THE AGREEMENT OF THE PURCHASER TO PURCHASE THE CERTIFICATES UNTIL THE STATUTE OF LIMITATIONS HAS RUN.

BY SUBMITTING A BID, BIDDER AGREES, THAT SHOULD IT BE THE WINNING BIDDER, BIDDER SHALL COOPERATE WITH THE COUNTY AND TAKE ANY ACTION NECESSARY TO FURTHER VERIFY AND CONFIRM COMPLIANCE WITH STATE LAW.

Unless the bidder certifies that it is exempt from filing a Disclosure Form with the County, upon notification of conditional verbal acceptance, the undersigned will complete an electronic form of the Certificate of Interested Parties Form 1295 (the “Disclosure Form”) through the Texas Ethics Commission's (the “TEC”) electronic portal and the resulting certified Disclosure Form that is generated by the TEC’s electronic portal will be printed, signed and sent by email to the County at ed.sturdivant@fortbendcountytexas.gov and to the County’s financial advisor at allenka@pfm.com. The undersigned understands that the failure to provide the certified Disclosure Form will prohibit the County from providing final written award of the enclosed bid.

The bidder (mark one): (i) Agrees to timely make a filing of a completed Disclosure Form with the County or (ii) Hereby certifies that it is exempt from filing the Disclosure Form by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity . If the bid is accepted by the County, this bid shall thereupon become a contract of purchase for the Certificates under the terms contained in this Official Bid Form and in the Official Notice of Sale. We hereby acknowledge that we have received and read the Official Notice of Sale and Preliminary Official Statement referred to above.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Co-Municipal Advisors by 9:30 AM CDT on the day of the award.

Respectfully submitted,

Name of Underwriter or Manager: _____

Address: _____

Authorized Representative: _____

Title: _____

Phone Number: _____

Email: _____

Signature: _____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Fort Bend County, Texas, subject to and in accordance with the Official Notice of Sale, this the 28th day of April, 2026.

Pricing Officer
Fort Bend County, Texas

ISSUE PRICE CERTIFICATE
(Sales where 3 bids are received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters (“Purchaser”), with respect to the purchase at competitive sale of the Certificates of Obligation, Series 2026 issued by the Fort Bend County, Texas (“Issuer”) in the principal amount of \$45,410,000* (the “Certificates”), hereby certifies and represents, based on its records and information, as follows:

On the first day on which there was a binding contract in writing for the purchase of the Certificates by the Purchaser, the Purchaser’s reasonably expected initial offering prices of each maturity of the Certificates with the same credit and payment terms (the “Expected Offering Prices”) to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Certificates, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Certificates used by the Purchaser in formulating its bid to purchase the Certificates.

The Purchaser had an equal opportunity to bid to purchase the Certificates and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

The bid submitted by the Purchaser constituted a firm bid to purchase the Certificates.

The Purchaser **has not** purchased bond insurance for the Certificates.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public) to participate in the initial sale of the Certificates to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel to the Issuer, in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that they may give to the Issuer from time to time relating to the Certificates. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

* Preliminary, subject to change.

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

ISSUE PRICE CERTIFICATE
(Sales where 3 bids are not received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters (“Purchaser”), with respect to the purchase at competitive sale of the Certificates of Obligation, Series 2026 issued by the Fort Bend County, Texas (“Issuer”) in the principal amount of \$45,410,000* (the “Certificates”), hereby certifies and represents, based on its records and information, as follows:

Other than the Certificates maturing in_ (“Hold-the-Price Maturities”), if any, the first prices at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Certificates having the same credit and payment terms (“Maturity”) was sold on the date of sale of the Certificates (the “Sale Date”) to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (“Public”)are their respective initial offering prices (the “Initial Offering Prices”), as listed in the pricing wire or equivalent communication for the Certificates that is attached to this Certificate as Schedule A.

On or before the Sale Date, the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective Initial Offering Prices, as set forth in Schedule A hereto.

As set forth in the Notice of Sale and Bidding Instructions, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Hold-the-Price Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Hold-the-Price Maturity of the Certificates to the Public at no higher price than the Initial Offering Price for such Hold-the-Price Maturity.

The Purchaser [has] [has not] purchased bond insurance for the Certificates. [The bond insurance has been purchased from _____ (the “Insurer”) for a fee of \$_____(net any nonguaranteed cost,e.g., rating agency fees). The amount of such fee is set forth in the Insurer’s commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm’s-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Certificates. The present value of thedebt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Certificates, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Certificates in an amount which would exceed the portion of such fee that hasnot been earned.]

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public) to participate in the initial sale of the Certificates to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel to the Issuer, in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that they may giveto the Issuer from time to time relating to the Certificates. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

* Preliminary, subject to change.

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)