

**ESCROW AGREEMENT**  
(Defeased Obligations)

THIS ESCROW AGREEMENT (the “Escrow Agreement”) dated as of January 29, 2026 (the “Escrow Funding Date”), is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the “County”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having a principal corporate trust office in Houston, Texas, as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WITNESSETH:

WHEREAS, the County has heretofore issued and there remains outstanding certain of the County’s tax bonds and certificates of obligation (collectively the “Outstanding Obligations”), and the County desires to provide for the defeasance prior to maturity of all or a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of \$8,285,000, as more particularly described in the “Schedule of Defeased Obligations” attached hereto as Exhibit A (the “Defeased Obligations”); and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Obligations in an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Obligations; and

WHEREAS, the Commissioners Court of the County (the “Commissioners Court”) has adopted an order authorizing the defeasance of the Defeased Obligations and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Obligations; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Obligations; and

WHEREAS, the Commissioners Court has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Obligations, the County and the Escrow Agent contract and agree as follows:

## **ARTICLE I** **DEFINITIONS AND INTERPRETATIONS**

**Section 1.1    Definitions.** Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

“County” shall mean Brazoria County, Texas, and any successor to its duties and functions.

“Defeased Obligations” shall mean all or portions of certain maturities of the Outstanding Obligations, in the aggregate principal amount of \$8,285,000 as more particularly identified and described in Exhibit A attached hereto and incorporated herein by reference.

“Escrow Agent” shall mean U.S. Bank Trust Company, National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

“Escrow Fund” shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.1.

“Escrowed Securities” shall mean the Governmental Securities or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

“Governmental Securities” shall mean direct and general obligations of, or obligations which as to principal and interest are unconditionally guaranteed as to full and timely payment by, the United States of America, to the payment of which the full faith and credit of the United States of America is irrevocably and unconditionally pledged, and which do not permit the redemption thereof at the option of the issuer thereof.

“Paying Agent for the Defeased Obligations” shall mean U.S. Bank Trust Company, National Association, and any successors thereto.

“Report” shall mean the verification report prepared by the Verification Agent relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as Exhibit B.

“Verification Agent” means Causey Public Finance, LLC or another firm of independent certified public accountants designated by the County as verification agent for purposes of preparation of the Report.

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the redemption and defeasance of the Defeased Obligations in accordance with applicable law.

## **ARTICLE II DEPOSIT OF FUNDS AND ESCROWED SECURITIES**

Section 2.1. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following: (a) Escrowed Securities in the amount of \$8,448,151.00, as more fully described in the Report; and (b) a beginning cash balance of \$ \_\_\_\_\_, as provided in the Report.

## **ARTICLE III CREATION AND OPERATION OF ESCROW FUND**

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as “Brazoria County Texas 2026 Escrow Fund”, into which will be deposited the cash and Escrowed Securities described in Section 2.1. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.2 hereof. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal of and Interest on Defeased Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in

the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Obligations as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Obligations in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Obligations as a segregated account for the respective holders of the Defeased Obligations in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Obligations for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Obligations nor any other person shall be liable or responsible to any holders of such Defeased Obligations for any further payment of such unclaimed money or on account of any such Defeased Obligations.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Obligations prior to their scheduled maturities.

Section 3.3. Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the principal of the Defeased Obligations as the Defeased Obligations mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this

Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

## **ARTICLE IV** **REDEMPTION OF CERTAIN DEFEASED OBLIGATIONS PRIOR TO** **MATURITY**

Section 4.1. Redemption Prior to Maturity of Defeased Obligations. The County has irrevocably exercised its option to call the bonds and other obligations of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to this Agreement, and hereby authorizes and directs notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds and other obligations. The Escrow Agent, as Paying Agent for the Defeased Obligations, agrees to provide such notice of redemption in accordance with the orders. The Escrow Agent is hereby further authorized to provide funds therefor as set forth in Section 3.2(a) hereof.

## **ARTICLE V** **LIMITATION ON INVESTMENTS**

Section 5.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

Section 5.2. Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Defeased Obligations to be an “arbitrage bond” within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## **ARTICLE VI** **RECORDS AND REPORTS**

**Section 6.1. Records.** The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Obligations.

**Section 6.2. Reports.** For the period beginning on the Escrow Funding Date and ending on December 31, 2026, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

**Section 6.3. Notification.** The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Obligations for timely payment of all interest on and principal of the Defeased Obligations.

## **ARTICLE VII** **CONCERNING THE ESCROW AGENT**

**Section 7.1. Representations.** The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

**Section 7.2. Limitation on Liability.** The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the

proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Defeased Obligations shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other

documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. **IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder

without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

#### Section 7.3. Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of \$500, plus \$1,500 for redemption notice. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) U.S. Bank Trust Company, National Association serves as Paying Agent for the Defeased Obligations. By execution of the Consent to Escrow Agreement attached hereto as Exhibit C, U.S. Bank Trust Company, National Association agrees to continue to serve as Paying Agent for the life of the Defeased Obligations, and it will serve as Paying Agent for the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

Section 7.4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow

agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## **ARTICLE VIII** **MISCELLANEOUS**

Section 8.1. Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

U.S. Bank  
8 Greenway Plaza, Suite 1100  
Houston, Texas 77046  
Attention: Corporate Trust Department

To the County:

Brazoria County, Texas  
Brazoria County Courthouse  
237 E. Locust, Suite 401  
Angleton, Texas 77515  
Attention: County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 8.2. Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further

obligations or responsibilities hereunder to the County, the holders of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

**Section 8.3. Binding Agreement.** This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Obligations, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Obligations.

**Section 8.4. Severability.** In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

**Section 8.5. Governing Law.** This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

**Section 8.6. Time of Essence.** Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

**Section 8.7. Form 1295.** Unless otherwise exempt, the Escrow Agent represents that it has submitted to the County, a disclosure of interested parties form which was completed and filed with the Texas Ethics Commission (the “TEC”) in accordance with the provisions of Section 2252.908, Texas Government Code, and the applicable rules adopted by the TEC (found at 1 Tex. Admin. Code § 46.1 - 46.5).

**Section 8.8. Verifications of Statutory Representations and Covenants.** The Escrow Agent 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 Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Escrow Agent 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 in this Agreement to the contrary.

A. **Not a Sanctioned Company.** The Escrow Agent 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 Escrow Agent 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 Escrow Agent 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 Escrow Agent 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 Escrow Agent 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.

*[Signature Page Follows]*

EXECUTED effective as of the Escrow Funding Date as defined herein.

BRAZORIA COUNTY, TEXAS

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County Judge

ATTEST:

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County Clerk

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Escrow  
Agent

By \_\_\_\_\_

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

Title: \_\_\_\_\_

## EXHIBIT A

### Scheduled of Defeased Obligations

The following is a schedule of Defeased Obligations which are subject to redemption prior to maturity, at the option of the County, on March 1, 2026, or on any date thereafter:

#### Brazoria County U/L Tax Refunding Bonds, Series 2016

- 3/1/2027 maturity – \$1,070,000

#### Brazoria County U/L Tax Refunding Bonds, Series 2018

- 3/1/2027 maturity – \$520,000
- 3/1/2028 maturity – \$550,000

#### Brazoria County Certificates of Obligation, Series 2018

- 3/1/2027 maturity – \$390,000
- 3/1/2028 maturity – \$410,000
- 3/1/2029 maturity – \$430,000
- 3/1/2030 maturity – \$455,000
- 3/1/2031 maturity – \$475,000
- 3/1/2032 maturity – \$500,000
- 3/1/2033 maturity – \$525,000
- 3/1/2034 maturity – \$545,000
- 3/1/2035 maturity – \$570,000
- 3/1/2036 maturity – \$590,000
- 3/1/2037 maturity – \$615,000
- 3/1/2038 maturity – \$640,000

EXHIBIT B

Verification Report

**BRAZORIA COUNTY, TEXAS**

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**VERIFICATION REPORT FOR THE  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**CAUSEY PUBLIC FINANCE, LLC**  
Certified Public Accountants and Consultants

January 29, 2026

Brazoria County, Texas  
237 East Locust,  
Angleton, Texas 77515

Greenberg Traurig, LLP  
1000 Louisiana Street, Suite 6700  
Houston, Texas 77002

Estrada Hinojosa & Company, Inc.  
14414 Blanco Road, Suite 320  
San Antonio, Texas 78216

We have completed our engagement to verify the mathematical accuracy of the computations relating to the adequacy of cash plus a U.S. Treasury Security (State and Local Government Series) (herein referred to as the “Escrowed Security”) to be held in escrow to pay the debt service requirements of the following obligations (herein collectively referred to as the “Defeased Obligations”) issued by the Brazoria County, Texas (herein referred to as the “County”):

- Unlimited Tax Refunding Bonds, Series 2016 (only those bonds described in Exhibit B-4) (herein referred to as the “Defeased 2016 Bonds”),
- Certificates of Obligation, Series 2018 (only those certificates described in Exhibit B-5) (herein referred to as the “Defeased 2018 Certificates”),
- Unlimited Tax Refunding Bonds, Series 2018 (only those bonds described in Exhibit B-6) (herein referred to as the “Defeased 2018 Bonds”).

We express no opinion as to the attainability of the assumptions underlying the computations or the tax-exempt status of the Defeased Obligations. Our verification was performed solely on the schedules of proposed transactions provided by Estrada Hinojosa (herein referred to as the “Underwriter”). In the course of our engagement to verify the mathematical accuracy of the computations in the schedules provided to us, we prepared Exhibits A through B-3 attached hereto and made a part hereof.

The scope of our engagement consisted of performing the procedures described herein. These procedures were performed in a manner that we deem to be appropriate.

The accompanying exhibits of proposed transactions were prepared on the basis of assumptions underlying the computations and in accordance with the procedures described herein. We did not independently confirm the information used with outside parties.

Brazoria County, Texas  
January 29, 2026  
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## **OUR UNDERSTANDING OF THE TRANSACTION**

On January 29, 2026, the County intends to contribute cash to defease the Defeased Obligations. A portion of the cash contribution will be used to purchase the Escrowed Security and to provide cash that will be placed in an escrow account to defease the Defeased Obligations.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2016 Bonds on March 1, 2026 and will redeem the Defeased 2016 Bonds, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these bonds.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2018 Certificates on March 1, 2026 and will redeem the Defeased 2018 Certificates, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these certificates.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2018 Bonds on March 1, 2026 and will redeem the Defeased 2018 Bonds, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these bonds.

## **ESCROW ACCOUNT TRANSACTIONS**

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to defease the Defeased Obligations.

The presently outstanding debt service requirements of the Defeased Obligations will be satisfied by the purchase of the Escrowed Security (as described in Exhibit A-2) plus \$0.97 in cash. The Escrowed Security and cash will be placed in an irrevocable escrow account and held therein until the Defeased Obligations are redeemed as previously described.

We read copies of (1) the Official Statement dated January 13, 2016 for the Defeased 2016 Bonds, and (2) the Official Statement dated July 24, 2018 for the Defeased 2018 Bonds and the Defeased 2018 Certificates, insofar as these obligations are each described with respect to principal amounts, interest rates, maturity dates, and redemption provisions. We assumed these documents to be accurate and all debt service payments on the Defeased Obligations to be current as of January 29, 2026. We compared the above information set forth in such documents with the related information contained in the schedules provided to us and found the information to be consistent.

We compared the subscribed interest rate of the Escrowed Security to be purchased and placed in escrow with the maximum allowable interest rate as published in the SLGS Daily Rate Table by the Bureau of the Fiscal Service for January 14, 2026 and found the subscribed rate to be less than or equal to the maximum allowable rate that was in effect on the subscription date for the applicable maturity date.

Brazoria County, Texas  
January 29, 2026  
Page 3

Based on the procedures and information set forth above, the computations provided to us and represented in Exhibits A through B-3, which indicate that the cash and Escrowed Security proposed to be placed in escrow by the County will produce the amount necessary to provide for the timely payment of the proposed debt payment schedule on the Defeased Obligations, are mathematically correct.

### **USE OF THIS REPORT**

It is understood that this report is solely for the information of and assistance to the addressees hereof in connection with the defeasance of the Defeased Obligations and is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose without our written consent, except that (i) the report may be used in its entirety as an exhibit to the escrow agreement for the Defeased Obligations, (ii) the report may be included in the transcripts pertaining to the defeasance of the Defeased Obligations, (iii) the report may be relied upon by Bond Counsel in connection with its opinion concerning the Defeased Obligations, (iv) the report may be relied upon by any rating agency or bond insurer that shall have rated or insured or that will rate or insure the Defeased Obligations, and (v) the report may be relied upon by the Trustee for the Defeased Obligations.

\* \* \* \* \*

The scope of our engagement is deemed by the addressees hereto to be sufficient to assist such parties in evaluating the mathematical accuracy of the various computations cited above. The sufficiency of this scope is solely the responsibility of the specified users of this report and should not be taken to supplant any additional inquiries or procedures that the users would undertake in their consideration of the transaction described herein. We make no representation regarding the sufficiency of the scope of this engagement. This report should not be used by any party who does not agree to the scope set forth herein and who does not take responsibility for the sufficiency and appropriateness of such scope for their purposes.

We have no obligation to update this report because of events, circumstances, or transactions occurring subsequent to the date of this report.

Very truly yours,

**EXHIBIT A**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**ESCROW ACCOUNT CASH FLOW  
AS OF JANUARY 29, 2026**

<b>Date</b>	<b>Cash Receipt From Escrowed Security (Exhibit A-1)</b>	<b>Cash Disbursement From Escrow (Exhibit B)</b>	<b>Cash Balance</b>
Beginning			\$0.97
Balance:			0.00
01-Mar-26	\$8,474,699.03	\$8,474,700.00	
	<b>\$8,474,699.03</b>	<b>\$8,474,700.00</b>	

**EXHIBIT A-1**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**CASH RECEIPT FROM THE ESCROWED SECURITY  
AS OF JANUARY 29, 2026**

<b>Payment</b>	<b>\$8,448,151.00</b>	
<b>Date</b>	<b>3.700000%</b>	<b>Total</b>
	<b>SLGS (1)</b>	<b>Cash</b>
<b>01-Mar-26</b>	<b>01-Mar-26</b>	<b>Receipt</b>
01-Mar-26	\$8,474,699.03	\$8,474,699.03
	<b>\$8,474,699.03</b>	<b>\$8,474,699.03</b>

(1) U.S. Treasury Certificate of Indebtedness (State and Local Government Series).

**EXHIBIT A-2**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**DESCRIPTION OF THE ESCROWED SECURITY  
AS OF JANUARY 29, 2026**

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	29-Jan-26	01-Mar-26	\$8,448,151.00 \$8,448,151.00	3.700%	100.000000%	\$8,448,151.00 \$8,448,151.00

**EXHIBIT B**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**COMBINED ESCROW ACCOUNT DISBURSEMENT  
REQUIREMENTS FOR THE DEFEASED OBLIGATIONS  
AS OF JANUARY 29, 2026**

<b>Payment Date</b>	<b>Debt Payment For</b>			<b>Total Debt Payment</b>
	<b>Defeased 2016 Bonds (Exhibit B-1)</b>	<b>Defeased 2018 Certificates (Exhibit B-2)</b>	<b>Defeased 2018 Bonds (Exhibit B-3)</b>	
01-Mar-26	\$1,096,750.00	\$6,281,200.00	\$1,096,750.00	\$8,474,700.00
	\$1,096,750.00	\$6,281,200.00	\$1,096,750.00	\$8,474,700.00

**EXHIBIT B-1**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS  
FOR THE DEFEASED 2016 BONDS  
AS OF JANUARY 29, 2026**

<b>Payment</b>	<b>Payment For</b>			
	<b>Date</b>	<b>Rate</b>	<b>Principal</b>	<b>Total</b>
01-Mar-26	5.000%		\$1,070,000.00	\$26,750.00
			\$1,070,000.00	\$26,750.00

**EXHIBIT B-2**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS  
FOR THE DEFEASED 2018 CERTIFICATES  
AS OF JANUARY 29, 2026**

<b>Payment</b>	<b>Payment For</b>			
	<b>Date</b>	<b>Rate</b>	<b>Principal</b>	<b>Total</b>
01-Mar-26	Various		\$6,145,000.00	\$6,281,200.00
			\$6,145,000.00	\$6,281,200.00

**EXHIBIT B-3**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS  
FOR THE DEFEASED 2018 BONDS  
AS OF JANUARY 29, 2026**

<b>Payment</b>	<b>Payment For</b>			
	<b>Date</b>	<b>Rate</b>	<b>Principal</b>	<b>Total</b>
01-Mar-26	5.000%		\$1,070,000.00	\$26,750.00
			\$1,070,000.00	\$26,750.00

**EXHIBIT B-4**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2016 BONDS  
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY  
AS OF JANUARY 29, 2026**

**(FOR INFORMATIONAL PURPOSES ONLY)**

<b>Payment Date</b>	<b>Rate</b>	<b>Payment For</b>		<b>Total Debt Payment</b>
		<b>Principal</b>	<b>Interest</b>	
01-Mar-26			\$26,750.00	\$26,750.00
01-Sep-26			26,750.00	26,750.00
01-Mar-27	5.000%	\$1,070,000.00	26,750.00	1,096,750.00
		<b>\$1,070,000.00</b>	<b>\$80,250.00</b>	<b>\$1,150,250.00</b>

**EXHIBIT B-5**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2018 CERTIFICATES  
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY  
AS OF JANUARY 29, 2026**

**(FOR INFORMATIONAL PURPOSES ONLY)**

<b>Payment Date</b>	<b>Rate</b>	<b>Payment For</b>		<b>Total Debt Payment</b>
		<b>Principal</b>	<b>Interest</b>	
01-Mar-26			\$136,200.00	\$136,200.00
01-Sep-26			136,200.00	136,200.00
01-Mar-27	5.000%	\$390,000.00	136,200.00	526,200.00
01-Sep-27			126,450.00	126,450.00
01-Mar-28	5.000%	410,000.00	126,450.00	536,450.00
01-Sep-28			116,200.00	116,200.00
01-Mar-29	5.000%	430,000.00	116,200.00	546,200.00
01-Sep-29			105,450.00	105,450.00
01-Mar-30	5.000%	455,000.00	105,450.00	560,450.00
01-Sep-30			94,075.00	94,075.00
01-Mar-31	5.000%	475,000.00	94,075.00	569,075.00
01-Sep-31			82,200.00	82,200.00
01-Mar-32	5.000%	500,000.00	82,200.00	582,200.00
01-Sep-32			69,700.00	69,700.00
01-Mar-33	4.000%	525,000.00	69,700.00	594,700.00
01-Sep-33			59,200.00	59,200.00
01-Mar-34	4.000%	545,000.00	59,200.00	604,200.00
01-Sep-34			48,300.00	48,300.00
01-Mar-35	4.000%	570,000.00	48,300.00	618,300.00
01-Sep-35			36,900.00	36,900.00
01-Mar-36	4.000%	590,000.00	36,900.00	626,900.00
01-Sep-36			25,100.00	25,100.00
01-Mar-37	4.000%	615,000.00	25,100.00	640,100.00
01-Sep-37			12,800.00	12,800.00
01-Mar-38	4.000%	640,000.00	12,800.00	652,800.00
		<b>\$6,145,000.00</b>	<b>\$1,961,350.00</b>	<b>\$8,106,350.00</b>

**EXHIBIT B-6**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2018 BONDS  
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY  
AS OF JANUARY 29, 2026**

**(FOR INFORMATIONAL PURPOSES ONLY)**

<b>Payment Date</b>	<b>Rate</b>	<b>Payment For</b>		<b>Total Debt Payment</b>
		<b>Principal</b>	<b>Interest</b>	
01-Mar-26			\$26,750.00	\$26,750.00
01-Sep-26			26,750.00	26,750.00
01-Mar-27	5.000%	\$520,000.00	26,750.00	546,750.00
01-Sep-27			13,750.00	13,750.00
01-Mar-28	5.000%	550,000.00	13,750.00	563,750.00
		<b>\$1,070,000.00</b>	<b>\$107,750.00</b>	<b>\$1,177,750.00</b>

**EXHIBIT C**

**BRAZORIA COUNTY, TEXAS  
PARTIAL DEFEASANCE OF THE  
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,  
CERTIFICATES OF OBLIGATION, SERIES 2018, AND  
UNLIMITED TAX REFUNDING BONDS, SERIES 2018**

**ESTIMATED SOURCES AND USES OF FUNDS  
AS OF JANUARY 29, 2026**

Sources of Funds:

Issuer Contribution	<u>\$8,507,651.97</u>
Total Sources of Funds	<u><u>\$8,507,651.97</u></u>

Uses of Funds:

Beginning Escrow Account Cash Balance	\$0.97
Cost of the Escrowed Security	8,448,151.00
Issuance Costs	59,500.00
Total Uses of Funds	<u><u>\$8,507,651.97</u></u>

## EXHIBIT C

### Consent to Escrow Agreement

Upon receipt of sufficient funds from the Escrow Agent, U.S. Bank Trust Company, National Association, as Paying Agent for the Defeased Obligations (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Obligations.

U.S. Bank Trust Company, National Association further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

U.S. Bank Trust Company, National Association agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

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

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

Title: \_\_\_\_\_