

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a regular meeting of such Court at the Harris County Administration Building in the City of Houston, Texas, on July 10, 2025, and the roll was called of the duly constituted members of such Commissioners Court, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct 1
Adrian Garcia	Commissioner, Precinct 2
Tom S. Ramsey, P.E.	Commissioner, Precinct 3
Lesley Briones	Commissioner, Precinct 4

and all such persons were present except _____, thus constituting a quorum, when among other business, the following was transacted:

TENTH AMENDED ORDER AMENDING EIGHTH AMENDED AND RESTATED ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES D, SERIES D-2 AND SERIES D-3 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$700,000,000 FOR THE PURPOSE OF PROVIDING MONEY FOR CERTAIN AUTHORIZED PURPOSES; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE COUNTY IN THE SELLING AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, DELIVERY AND SECURITY OF THE NOTES, INCLUDING THE APPROVAL OF OFFERING MEMORANDA AND RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT, THE ISSUING AND PAYING AGENT AGREEMENT AND COMMERCIAL PAPER DEALER AGREEMENT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo			
Rodney Ellis			
Adrian Garcia			
Tom S. Ramsey, P.E.			
Lesley Briones			

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The Order thus adopted follows.

TENTH AMENDED ORDER AMENDING EIGHTH AMENDED AND RESTATED ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES D, SERIES D-2 AND SERIES D-3 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$700,000,000 FOR THE PURPOSE OF PROVIDING MONEY FOR CERTAIN AUTHORIZED PURPOSES; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE COUNTY IN THE SELLING AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, DELIVERY AND SECURITY OF THE NOTES, INCLUDING THE APPROVAL OF OFFERING MEMORANDA AND RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT, THE ISSUING AND PAYING AGENT AGREEMENT AND COMMERCIAL PAPER DEALER AGREEMENT

WHEREAS, Chapter 1431, Texas Government Code, as amended (“**Chapter 1431**”), and other applicable law authorize Harris County, Texas (the “**County**”) to issue notes for certain authorized purposes, and to provide for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits provided by law, on all taxable property within the County;

WHEREAS, pursuant to Chapter 1431, the County may exercise the authority granted to the governing body of an issuer with regard to the issuance of obligations under Chapter 1371, Texas Government Code, as amended (“**Chapter 1371**”), and as a result may enter into credit agreements with respect to such notes and take other actions so that the aforesaid notes are issued as commercial paper notes;

WHEREAS, on September 29, 1998, the Commissioners Court of the County adopted an order (the “**Order**”) (1) authorizing the issuance of the County’s General Obligation Commercial Paper Notes, Series D, in a maximum aggregate principal amount of \$50,000,000 Outstanding at any time (the “**Series D Notes**”) and (2) approving a credit agreement (the “**Original Credit Agreement**”), originally dated as of September 1, 1998, with The Bank of Nova Scotia, acting through its New York Agency (the “**Original Credit Provider**”) pursuant to which the Original Credit Provider agreed to provide a line of credit with respect to the principal portion of the Series D Notes;

WHEREAS, on November 2, 1999, the Commissioners Court of the County adopted an order (1) authorizing the issuance of the County’s General Obligation Commercial Paper Notes, Series D-1, in a maximum aggregate principal amount of \$150,000,000 Outstanding at any time (the “**Series D-1 Notes**” or the “**Series D-1 Note Program**”), (2) approving an Amended and Restated Credit Agreement, dated November I, 1999, with the Original Credit Provider to provide a line of credit with respect to the principal portion of the Series D Notes, the Series D-1 Notes, and the County’s General Obligation Commercial Paper Notes, Series A-1 (the “**Series A-1 Notes**”) and (3) making certain amendments to the Order;

WHEREAS, on August 6, 2002, the Commissioners Court adopted an order, among other actions, (1) amending the Order in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of Outstanding Notes, (2) terminating the Series D-1 Note Program, (3) reallocating the portion of the Commitment under the Amended and Restated Credit Agreement supporting the Series D-1 Notes to the Series D Notes (the “**Series D Notes**”), (4) increasing the maximum aggregate principal amount of the Series D Notes to \$200,000,000 Outstanding at any time, (5) approving a Second Amended and Restated Credit Agreement, Second Amended and Restated Dealer Agreement, Amended and Restated Issuing and Paying Agent Agreement and updated Offering Memorandum with respect to the Series D Notes and (6) authorizing the issuance of Series D Notes for projects other than public works at the Astrodome Complex (now Reliant Park);

WHEREAS, at an election (the “**2007 Election**”) held on November 6, 2007, the voters of the County approved a proposition to issue notes for (1) purchasing, constructing, improving and equipping medical and health care buildings, including purchasing or improving sites for such buildings, including a Medical Examiner’s Forensic Center, in the amount of \$80,000,000, (2) purchasing, constructing, improving and equipping courthouses, including purchasing or improving sites for courthouses, including a Family Law Center, in the amount of \$70,000,000, and (3) acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservation purposes, which may include joint facilities with other political subdivisions, in the amount of \$95,000,000, all as more fully described, authorized and provided in the legal proceedings of the 2007 Election;

WHEREAS, on April 22, 2008, the Commissioners Court adopted an order, among other actions, (1) amending the Order to add in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of Outstanding Notes, (2) amending the Order to change the Authorized Purposes with respect to the unissued notes, as provided in Section 6.1(a)(iv) of the Order, and (3) approving a Third Amended and Restated Credit Agreement, Second Amended and Restated Dealer Agreement, Amended and Restated Issuing and Paying Agent Agreement, and updated Offering Memorandum with respect to the Series D Notes;

WHEREAS, on July 27, 2010, the Commissioners Court adopted an order, among other actions, (1) amending the Order in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of Outstanding Notes, (2) authorizing the execution and delivery of a substitution for the Original Credit Agreement and (3) approving an updated Offering Memorandum with respect to the Series D Notes;

WHEREAS, the County and JPMorgan Chase Bank, National Association (the “**Series D Bank**”) have entered into a Credit Agreement, dated August 1, 2010, as amended (the “**Series D Credit Agreement**”), relating to the Series D Notes;

WHEREAS, at an election (the “**2013 Election**”) held on November 5, 2013, the voters of the County approved a proposition to issue bonds in the amount of \$70,000,000 for the purpose of acquiring, constructing and improving land and buildings within and for the County for an adult

detention central joint processing center and related facilities, including a heating and cooling plant and parking facilities;

WHEREAS, on February 11, 2014, the Commissioners Court adopted an order, among other actions, (1) amending the Order to change the Authorized Purposes with respect to unissued Notes, as provided in Section 6.l(a)(vi) of the Order; (2) approving the preparation, execution and delivery of a Fourth Amended and Restated Order to incorporate into a single document the amendments set forth therein (the “**Fourth A&R Order**”); and (3) approving an updated Offering Memorandum with respect to the Series D Notes;

WHEREAS, at an election held on November 3, 2015 (the “**2015 Election**”), the voters of the County approved a proposition in the amount of \$60,000,000 for the purpose of acquiring, constructing and improving land, buildings, or in the aid and maintenance thereof for parks and a proposition in the amount of \$24,000,000 for constructing and improving land, buildings or aid and maintenance thereof for veterinary public health adoption and care center and associated buildings;

WHEREAS, on April 26, 2016, the Commissioners Court adopted an order, among other actions, (1) amending the Fourth A&R Order to change the Authorized Purposes with respect to the unissued Notes, as provided in Section 6.l(a)(vi) of the Fourth A&R Order; (2) approving the preparation, execution and delivery of a Fifth Amended and Restated Order to incorporate into a single document the amendments set forth therein (the “**Fifth A&R Order**”); and (3) approving an updated Offering Memorandum with respect to the Series D Notes;

WHEREAS, on October 23, 2018, the Commissioners Court adopted an order amending the Fifth A&R Order, among other actions, (1) authorizing the issuance of the County’s General Obligation Commercial Paper Notes, Series D-2, in a maximum aggregate principal amount of \$200,000,000 Outstanding at any time (the “**Series D-2 Notes**”) and the issuance of the County’s General Obligation Commercial Paper Notes, Series D-3, in a maximum aggregate principal amount of \$200,000,000 Outstanding at any time (the “**Series D-3 Notes**,” and together with the Series D-2 Notes, the “**Notes**”), (2) approving the preparation, execution and delivery of a Sixth Amended and Restated Order to incorporate into a single document the amendments set forth therein (the “**Sixth A&R Order**”); (3) approving and authorizing the execution and delivery of a Credit Agreement in connection with the Series D-2 Notes and a Credit Agreement in connection with the Series D-3 Notes; and (4) approving and authorizing an Issuing and Paying Agent Agreement for the Series D-2 Notes and Series D-3 Notes, Dealer Agreements for the Series D-2 Notes and Series D-3 Notes and updated Offering Memorandums with respect to the Series D-2 Notes and Series D-3 Notes;

WHEREAS, at an election held on November 8, 2022 (the “**2022 Election**”), the voters of the County approved a proposition in the amount of \$100,000,000 for the purpose of constructing, improving, renovating, equipping and acquiring land and interest in land, buildings, facilities, courthouses and related equipment for public safety purposes, a proposition in the amount of \$900,000,000 for construction, maintenance, operation and road drainage of macadamized, graveled or paved roads, or in aid thereof, including acquiring land and rights-of-way therefor, road drainage, bike lanes, sidewalks and shared use paths, and replacement and improvement of road bridges and culverts and a proposition in the amount of \$200,000,000 for constructing,

improving, renovating, equipping and acquiring land and interest in land, buildings and facilities for county parks and recreational purposes;

WHEREAS, on November 15, 2022, the Commissioners Court adopted an order amending the Sixth A&R Order, among other actions (1) increasing the maximum aggregate principal amount of the General Obligation Commercial Paper Notes, Series D-2 from \$200,000,000 to \$300,000,000, (2) approving the preparation, execution and delivery of a Seventh Amended and Restated Order in connection with the increase in maximum aggregate principal amount for the Series D-2 Notes and to incorporate into a single document the amendments set forth therein (the “**Seventh A&R Order**”), (3) approving and authorizing the execution and delivery of an amendment to the Series D-2 Credit Agreement in connection with the Series D-2 Notes, (4) approving and authorizing an updated Offering Memorandum with respect to the Series D-2 Notes and (5) ratifying and confirming the terms and provisions of the Issuing and Paying Agent Agreement and Dealer Agreement for the Series D-2 Notes;

WHEREAS, on January 10, 2023, the Commissioners Court adopted an order, among other actions (1) amending the Seventh A&R Order to change the Authorized Purposes with respect to the unissued Notes, as provided in Section 6.l(a)(vi) of the Order; (2) approving the preparation, execution and delivery of an Eighth Amended and Restated Order to incorporate into a single document the amendments set forth therein (the “**Eighth A&R Order**”); and (3) approving an updated Offering Memoranda with respect to the Notes;

WHEREAS, the Eighth A&R Order constitutes a restatement of the Order, as amended and restated on November 2, 1999, August 6, 2002, April 22, 2008, February 11, 2014, April 26, 2016, October 23, 2018, and November 15, 2022;

WHEREAS, on August 6, 2024, the Commissioners Court adopted a Ninth Amended Order amending the Eighth A&R Order, among other actions (1) authorizing and approving the execution and delivery of a substitution Credit Agreement with respect to the Series D-3 Notes, and (2) approving an updated Offering Memorandum with respect to the Series D-3 Notes;

WHEREAS, the Series D Credit Agreement expires on August 19, 2025 and the Commissioners Court has determined that it is in the best interests of the County to approve the Notice of Extension and Fourth Amendment to Credit Agreement (“**Fourth Amendment to Credit Agreement**”) to extend the Series D Credit Agreement as set forth in the Fourth Amendment to Credit Agreement;

WHEREAS, the Commissioners Court also has determined that certain modifications should be made to the Third Amended and Restated Fee Letter dated as of October 26, 2021 between the County and the Series D Bank and, for the sake of clarity and convenience, the County and the Series D Bank wish to amend and restate the Third Amended and Restated Fee Letter and enter into a Fourth Amended and Restated Fee Letter (the “**Fourth A&R Fee Letter**”);

WHEREAS, the County hereby ratifies and confirms that the Series D Credit Agreement constitutes a “credit agreement” within the meaning of Chapter 1371;

WHEREAS, pursuant to Section 6.1(a)(iii) of the Eighth A&R Order, the County may modify or amend the Eighth A&R Order, without notice to or the consent of any owner of Outstanding Notes, at any time to replace or provide additional credit agreements;

WHEREAS, the County approves the delivery of any notice required by the program documents for the Series D Notes with respect to the execution and delivery of the Fourth Amendment to Credit Agreement, the Fourth A&R Fee Letter, and the amendment of the Eighth A&R Order (each a “**Notice**”);

WHEREAS, on July 10, 2025, the Commissioners Court will adopt this Tenth Amended Order authorizing and approving the execution and delivery, among other actions, of (1) the Fourth Amendment to Credit Agreement, and (2) the Fourth A&R Fee Letter with respect to the Series D Notes;

WHEREAS, the County has appointed a budget officer, which office has not been abolished, and such officer has recommended, and the Commissioners Court of the County desires to authorize, the issuance of the Notes (hereinafter defined) for certain authorized purposes pursuant to Chapter 1431, and such authorized purposes constitute public purposes under the Constitution and laws of the State of Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY THAT:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. *Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Eighth A&R Order.*

Section 1.2 Rules of Construction. (a) For all purposes of this Order, unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Order.

(b) Except where the context otherwise requires, terms defined in this Order to impart the singular number shall be considered to include the plural number and vice versa.

(c) Except where the context otherwise requires, “includes,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such word or words of like import.

Section 1.3 Interpretations. The table of contents, titles, and headings of the articles and sections of this Order 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 any of the terms or provisions hereof.

ARTICLE II

APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, INCLUDING REQUIRED NOTICE

Section 2.1 Approval, Execution and Delivery of the Fourth Amendment to Credit Agreement. The Fourth Amendment to Credit Agreement is hereby approved and the County Judge or any Authorized Representative of the County is hereby authorized to execute the Fourth Amendment to Credit Agreement and to deliver the Fourth Amendment to Credit Agreement to the Series D Credit Provider in substantially the form attached hereto as Exhibit A.

Section 2.2 Approval, Execution, and Delivery of the Fourth A&R Fee Letter. The Fourth A&R Fee Letter is hereby approved and the County Judge or any Authorized Representative of the County is hereby authorized to execute the Fourth A&R Fee Letter and to deliver the Fourth A&R Fee Letter to the Series D Credit Provider.

Section 2.3 Approval, Execution, Use, and Distribution of Notices. The delivery of any Notice required by the program documents for the Series D Notes with respect to the execution and delivery of the Fourth Amendment to Credit Agreement, the Fourth A&R Fee Letter, and the amendment to the Eighth A&R Order as described in Section 2.4 hereof is hereby approved, confirmed, and authorized.

Section 2.4 Amendment to Eighth A&R Order. Section 3.4 of the Eighth A&R Order is hereby amended by adding a new subsection (e) as follows:

(e) The County Judge is hereby authorized and directed to execute and deliver from time to time (and the County Clerk may attest) requests for or agreements relating to (i) the extension of the expiration date or final maturity of any Credit Agreement or letter of credit from time to time in effect and to take such other action as shall be necessary to obtain extensions of the term of any such Credit Agreement or letter of credit up until the maturity of the Notes or until such time as a substitute Credit Agreement or letter of credit is authorized by the County and (ii) any increase or decrease in the fees under the Credit Agreement from time to time in effect. Subject to the limitations set forth in the preceding sentence, but in furtherance of the authority conferred thereby, at any time and from time to time, the County Judge may enter into such extensions, amendments, renewals, or terminations of an existing Credit Agreement or letter of credit as the County Judge shall determine to be necessary or appropriate. Furthermore, the County Judge in connection with any extension of term or final maturity of any Credit Agreement or letter of credit, may approve an amended fee agreement related to such extension provided that the County's financial advisor certifies that the fees to be paid by the County to such credit provider, on an annual basis, do not exceed 125% of the fees associated with the then current fee agreement.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 **Authorized Representative.** The person from time to time holding the title of County Administrator, the Executive Director, Office of Management and Budget, or Deputy Director, Office of Management and Budget, is hereby designated as the initial Authorized Representative. The Authorized Representative shall have the authority to appoint (subject to the requirements of the Eighth A&R Order, the Issuing and Paying Agent Agreement, the Credit Agreement and the Dealer Agreement) one or both of the Debt Director, Office of Management and Budget and the Debt Manager, Office of Management and Budget. to act on behalf of the Authorized Representative. Any such appointment shall be in writing and shall be delivered to the Dealer, Issuing and Paying Agent, and the Credit Provider within a reasonable time after such appointment. The Authorized Representative is directed to follow such procedures and guidelines as may be adopted elsewhere with respect to the County's commercial paper programs. Such restrictions may include restrictions as to the amount of commercial paper notes that may be issued during any period of time or the Maximum Rate or amount of interest which such commercial paper notes may bear during such period of time, which limitations may be for budgetary purposes or otherwise as determined by the County. The County Judge may designate a commercial paper working group to meet periodically to assist in the development of such procedures and guidelines and to monitor the operation of the County's commercial paper programs.

Section 3.2 **Authorization of Other Matters Relating Thereto.** The County Judge, County Clerk, Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget and other appropriate officials of the County (the "Officials") are hereby authorized and directed by the Commissioners Court to do and perform all acts and things and to execute, acknowledge and deliver in the name, under the seal and on behalf of the County, all certificates, financing statements, instruments and other documents, whether or not herein mentioned, as are necessary or desirable to carry out the terms and provisions of this Order. The Officials and such other officials and employees of the County as may be designated by the Officials are authorized to incur reasonable and necessary expenses, including travel expenses, in connection with the execution of the Fourth Amendment to Credit Agreement. All such persons shall be entitled to reimbursement by the County of such expenses after review and approval thereof by the Commissioners Court and the County Auditor as to reasonableness and necessity.

Section 3.3 **Ratifying Other Actions.** All other actions taken by the Commissioners Court, the Officials, the County Attorney, the County Treasurer, the County Auditor and the other County officials in connection with the renewal of the Series D Credit Agreement and the issuance of the Notes are hereby ratified and confirmed

Section 3.4 **Exhibit Incorporated Herein.** All the terms and provisions of the Fourth Amendment to Credit Agreement attached hereto as Exhibit A shall be and is hereby incorporated into and made a part of this Order for all purposes.

Section 3.5 **Power to Revise Form of Documents.** Notwithstanding any other provision of this Order, the officers of the County are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the County Judge, and in the opinion of note counsel to the County, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Eighth A&R Order, the Issuing and Paying Agency Agreement, the Dealer Agreement, the Credit Agreements, and the Offering Memoranda; *provided, however*, that any changes to such documents resulting in material amendments to the terms and conditions of such documents shall be subject to the prior approval of the Commissioners Court.

Section 3.6 **Commercial Paper Dealers; Dealer Agreements.** So long as any Notes remain Outstanding, the County shall maintain in full force and effect one or more agreements pursuant to which it shall have appointed a Dealer or Dealers for the Notes. The prior execution and delivery of the Dealer Agreements by the County Judge is hereby ratified and confirmed. The County expressly reserves the right, without prior notification to or consent from the Owners of any Outstanding Notes to enter any supplemental agreements with the Dealer or with any successor Dealer selected by the County.

Section 3.7 **Severability.** If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 3.8 **Open Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Law. Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves such written notice and the contents and posting thereof.

Section 3.9 **Repealer.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 3.10 **Effective Date.** This Order shall be in force and effect from and after its passage on the date shown below.

[Signature Page Follows]

ADOPTED, PASSED AND APPROVED this _____ day of July, 2025

HARRIS COUNTY, TEXAS

County Judge

ATTEST:

(SEAL)

[Signature Page to Order]

EXHIBIT A

**FORM OF NOTICE OF EXTENSION AND
FOURTH AMENDMENT TO CREDIT AGREEMENT**

[Attached]

NOTICE OF EXTENSION AND FOURTH AMENDMENT

Harris County, Texas General Obligation
Commercial Paper Notes, Series D

July 22, 2025

Harris County, Texas
County Administrative Building
Office of Financial Management
1001 Preston, Suite 500
Houston, Texas 77002

Reference is made herein to that certain Credit Agreement dated August 1, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”), between Harris County, Texas (the “County”) and JPMorgan Chase Bank, National Association (the “Bank”) supporting the County’s General Obligation Commercial Paper Notes, Series D. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement. The County and the Bank hereby agree as follows:

1. (a) Section 1.1 of the Agreement is hereby amended by amending and restating the following defined terms in their entireties to read as follows:

“Final Date” means (i) August 18, 2028, or (ii) as extended pursuant to Section 3.1(c) hereof.

“Fee Letter” means that certain Fourth Amended and Restated Fee Letter dated July 22, 2025, between the County and the Bank, as the same may be amended and supplemented from time to time and any agreement entered into in substitution thereof.

(b) Section 1.1 of the Agreement is hereby further amended by adding the following definitions in alphabetical order:

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Fourth Amendment Effective Date” means July 22, 2025.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria.

“Sanctioned Person” means, at any time, any Person subject or target of any Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government, including by the Office of Foreign Assets

Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce or by the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b) (including, without limitation for purposes of defining a Sanctioned Person, as ownership and control may be defined and/or established in and/or by any applicable laws, rules, regulations or orders).

"Sanctions" means all economic or financial sanctions, trade embargoes or similar restrictions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

2. The following new Section 5.12 is added to Article V of the Agreement:

Section 5.12 Anti-Corruption Laws and Sanctions. (i) The County has implemented and maintains in effect policies and procedures designed to ensure compliance by the County and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and (ii) the County and its officers and employees and, to the knowledge of the County, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the County or, to the knowledge of the County any of its directors, officers, employees or any agent of the County that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, use of proceeds or other transaction contemplated by this Agreement or the other Related Documents will violate any Anti-Corruption Law or applicable Sanctions.

3. The following new Sections 8.18 and 8.19 are added to Article VIII of the Agreement:

Section 8.18 State Law Representations and Covenants of the Bank.

(a) The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as 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 Bank 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.

(i) The Bank represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank 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.

(ii) The Bank 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.

(iii) The Bank 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.

(iv) The Bank 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.

(b) The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “*Texas Attorney General*”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>

and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>

(c) The Bank represents and verifies that the Bank has (i) on file a standing letter (“*Standing Letter*”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 8.17(a)(i) through (iv) hereof, and (ii) will, upon request of the County or bond counsel on behalf of the County, provide the County and bond counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the Fourth Amendment Effective Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

Section 8.19 QFC. To the extent that this Agreement or any other Related Document provides support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “*QFC Credit Support*” and each such QFC a “*Supported QFC*”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “*U.S. Special Resolution Regimes*”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Related Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “*Covered Party*”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Related Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Related Documents were governed by the laws of the United States or a state of the United States.

For purposes of this Section 8.19, the following terms have the following meanings:

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*QFC*” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

By signing the acceptance below, the County confirms that (a) the representations and warranties of the County in the Agreement are true and correct on and as of the date of the County’s acceptance of the terms of this letter as though made on and as of such date; (b) no Event of Default or event that with the passage of time or the giving of notice would constitute an Event of Default under the Agreement has occurred and is continuing, or would result from the execution of this letter.

The terms and provisions set forth in this letter shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and, except as expressly modified and superseded by this letter, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. The parties hereby agree that the Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms. This letter and the Agreement embody the entire agreement and understanding between the parties and supersede all prior agreements and understandings between such parties relating to the subject matter hereof. There are no unwritten oral agreements between the parties.

This letter may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. PDF copies shall be effective as originals.

THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS; PROVIDED THAT, NOTWITHSTANDING THE FOREGOING THE OBLIGATIONS OF THE BANK HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

By its execution below, the County hereby agrees to the terms of this letter.

Very truly yours,

Justin Wahn
Executive Director

Agreed and accepted by:

HARRIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex Officio Clerk of the Commissioners Court of Harris County, Texas, do hereby specify that the attached and foregoing is a true and correct copy of an order entitled:

TENTH AMENDED ORDER AMENDING EIGHTH AMENDED AND RESTATED ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES D, SERIES D-2 AND SERIES D-3 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$700,000,000 FOR THE PURPOSE OF PROVIDING MONEY FOR CERTAIN AUTHORIZED PURPOSES; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE COUNTY IN THE SELLING AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, DELIVERY AND SECURITY OF THE NOTES, INCLUDING THE APPROVAL OF OFFERING MEMORANDA AND RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT, THE ISSUING AND PAYING AGENT AGREEMENT AND COMMERCIAL PAPER DEALER AGREEMENT

adopted by such Commissioners Court at a regular meeting, open to the public, held on July 10, 2025, together with an excerpt from the minutes of such meeting showing the adoption thereof, as same appears of record in the official minutes of such Commissioners Court on file in my office.

I further certify that the written notice of the date, time, place, and subject of the meeting of the Commissioners Court of Harris County, Texas, acting for and on behalf of Harris County, at which the foregoing order was adopted, was posted on a bulletin board located at a place convenient to the public in the Harris County Administration Building and readily accessible to the general public at the earliest possible time, pursuant to Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SUCH COURT ON THIS _____, 2025.

TENESHIA HUDSPETH, County Clerk and Ex
Officio Clerk of the Commissioners Court of Harris
County, Texas

By: _____

(SEAL)