

ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF A TENTH AMENDED
AND RESTATED FLOOD CONTROL PROJECTS CONTRACT WITH THE HARRIS
COUNTY FLOOD CONTROL DISTRICT

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

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:

**ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF A
TENTH AMENDED AND RESTATED FLOOD CONTROL PROJECTS
CONTRACT WITH THE HARRIS COUNTY FLOOD CONTROL
DISTRICT**

WHEREAS, Harris County, Texas (the “County”) is authorized by Section 561.003, Texas Local Government Code, as amended, to contract with the Harris County Flood Control District (the “District”) to carry out the County’s flood control plans and programs and to pledge ad valorem taxes to the payment of a contract;

WHEREAS, the County previously has determined that it was in the best interests of the County and its inhabitants to enter into a Flood Control Projects Contract with the District, dated as of September 1, 2001 (the “Initial Contract”); an Amended and Restated Contract, dated as of November 1, 2003; a Second Amended and Restated Contract, dated August 15, 2004; a Third Amended and Restated Contract, dated as of October 24, 2006; a Fourth Amended and Restated Contract, dated as of January 22, 2008; a Fifth Amended and Restated Contract, dated as of August 10, 2010; a Sixth Amended and Restated Contract, dated as of April 8, 2014; a Seventh Amended and Restated Contract, dated as of September 29, 2015; an Eighth Amended and Restated Contract, dated as of October 24, 2017, and a Ninth Amended and Restated Contract, dated as of September 10, 2019 (collectively, the “Contract”) and to levy its limited ad valorem tax to the payment of such Contract in order to acquire and construct certain flood control projects for the benefit of the County and its inhabitants;

WHEREAS, in connection with its approval of the Contract, the District has approved orders (the “Contract Tax Bond Orders”) authorizing the issuance of its Contract Tax Commercial Paper Notes, Series F (the “Series F Notes”) and multiple series of Contract Tax Bonds (the “Contract Tax Bonds”) and approved certain financing documents incident thereto;

WHEREAS, pursuant to the Contract Tax Bond Orders, the District has pledged its right to receive payments from the County under the Contract as security for the payment of the Series F Notes and the Contract Tax Bonds;

WHEREAS, as of the date hereof, there are no outstanding Series F Notes, and the District has closed the Series F Note program;

WHEREAS, the County desires and intends that the Contract Tax Bond Orders continue in full force and effect and that Contract Tax Bonds continue to be issued and sold pursuant to the Contract Tax Bond Order authorizing their issuance;

WHEREAS, the County has now determined that it is in the best interests of the County and its inhabitants to approve a Tenth Amended and Restated Flood Control Projects Contract with the District (the “Tenth Amended and Restated Contract”), the form of which is attached hereto as Exhibit A;

WHEREAS, in connection with the approval of the Tenth Amended and Restated Contract, the District intends to approve an order (the “Series 2025A Bond Order”) authorizing the issuance of its Contract Tax Refunding Bonds, Series 2025A (the “Series 2025A Bonds”) in an aggregate principal amount not to exceed \$65,000,000, proceeds of which will be used, among other purposes, to refund and defease the certain of the District’s outstanding Contract Tax Bonds, and approving certain financing documents incident thereto;

WHEREAS, pursuant to the Series 2025A Bond Order, the District will pledge its right to receive payments from the County under the Tenth Amended and Restated Contract as security for the payment of the Series 2025A Bonds;

WHEREAS, the Tenth Amended and Restated Contract, the Series 2025A Bond Order, a form of Officer’s Pricing Certificate, a form of the Paying Agent/Registrar Agreement, a form of Bond Purchase Agreement, and the Preliminary Official Statement relating to the Series 2025A Bonds have been presented to the Commissioners Court at this meeting;

WHEREAS, the Commissioners Court, in its capacity as the governing body of the County, now desires to approve the Tenth Amended and Restated Contract, the Series 2025A Bond Order, the Officer’s Pricing Certificate, the Escrow Agreement, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Preliminary Official Statement and the issuance of the Series 2025A Bonds by the District and acknowledge the execution and delivery by the District of such documents, and all other certificates and instruments necessary or appropriate to consummate the transactions contemplated thereby; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Series 2025A Bond Order.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1. Approval of Tenth Amended and Restated Contract. The County hereby approves the execution, delivery and performance of the Tenth Amended and Restated Contract in substantially the form presented to the Commissioners Court at this meeting, with such changes thereto as may be required by the Attorney General of Texas or any of the attorneys rendering an opinion as to the validity and enforceability of the Series 2025A Bonds, the Series 2025A Bond Order and the Tenth Amended and Restated Contract or as to the tax exemption of interest on the Series 2025A Bonds. The County Judge and County Clerk are hereby authorized to execute and deliver the Tenth Amended and Restated Contract and such certificates regarding the County, the ad valorem tax pledged to payments due under the Tenth Amended and Restated Contract and the County’s flood control plans and programs as may be required in order to issue and deliver the Series 2025A Bonds.

Section 2. Approval of District Documents. The County hereby acknowledges and approves the issuance of the Series 2025A Bonds and the execution and implementation by

the District of the Tenth Amended and Restated Contract, the Series 2025A Bond Order, the Officer's Pricing Certificate, the Escrow Agreement, the Paying Agent/Registrar Agreement, and the Bond Purchase Agreement, in substantially the forms presented to the Commissioners Court at this meeting, with such changes thereto as may be required by the Attorney General of Texas or any of the attorneys rendering an opinion as to the validity and enforceability of the Series 2025A Bonds, the Series 2025A Bond Order or any other documents executed by the District in connection therewith or as to the tax exemption of interest on the Series 2025A Bonds.

Section 3. Contract Tax Bonds. The County hereby approves the continued issuance and sale of the Contract Tax Bonds pursuant to the Tenth Amended and Restated Contract as previously made pursuant to the Initial Contract, the Amended and Restated Contract, the Second Amended and Restated Contract, the Third Amended and Restated Contract, the Fourth Amended and Restated Contract, the Fifth Amended and Restated Contract, the Sixth Amended and Restated Contract, the Seventh Amended and Restated Contract, the Eighth Amended and Restated Contract and the Ninth Amended and Restated Contract.

Section 4. Ad Valorem Tax; Other Lawfully Available Funds. During any year while the Tenth Amended and Restated Contract is in effect, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the money required to pay the County's payments under the Tenth Amended and Restated Contract and to provide and maintain a sinking fund adequate to make such payments, as they become due (but never less than 2% of the County's outstanding indebtedness at the time of such tax levy); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits provided by law, against all taxable property in the County for each year while the Tenth Amended and Restated Contract is in effect; such tax shall be assessed and collected in each such year, and the proceeds of such tax shall be appropriated and applied to the payment of the County's payments under the Tenth Amended and Restated Contract.

Section 5. Continuing Disclosure of Information; Annual Reports.

(a) The County shall provide at least annually to the MSRB through its EMMA system, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 7.1 of the Series 2025A Order, being the information described in Exhibit B hereto. The County shall update such information within six months after the end of each Fiscal Year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto and (2) audited, if the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable Fiscal Year

to the MSRB through its EMMA system, and audited financial statements, when and if audited financial statements become available.

If the County changes its Fiscal Year, it will notify the MSRB through its EMMA system of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available from the MSRB or filed with the SEC or may be provided in any other manner consistent with the Rule.

(b) Notices of Certain Events. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner (not in excess of 10 business days after the occurrence of the event), of any of the following events with respect to the 2025A Bonds:

- i) Principal and interest payment delinquencies;
- ii) Non-payment related defaults, if material;
- iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- v) Substitution of credit or liquidity providers, or their failure to perform;
- vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2025A Bonds or other material events affecting the tax-exempt status of the Series 2025A Bonds;
- vii) Modifications to rights of holders of the Series 2025A Bonds, if material;
- viii) Series 2025A Bond calls, if material, and tender offers;
- ix) Defeasances;
- x) Release, substitution, or sale of property securing repayment of the Series 2025A Bonds, if material;

- xi) Rating changes;
- xii) Bankruptcy, insolvency, receivership or similar event of the County;
- xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv) Appointment of a successor or additional trustee or the change of name of trustee, if material;
- xv) Incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and
- xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB in an electronic form prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 5(b) of this Order by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations Disclaimers and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Series 2025A Bonds within the meaning of the Rule, except that the County in any event will give the notice required by Section of any Series 2025A Bond calls and defeasance that cause the County to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Series 2025A Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness, to a decision to invest in or sell Series 2025A Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2025A BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default hereunder for purposes of any other provision hereof.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Series 2025A Bonds in the primary offering of the Series 2025A Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such

amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Series 2025A Order that authorizes an amendment to the Series 2025A Order) of the outstanding Series 2025A Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Series 2025A Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 5(a), an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Series 2025A Bonds in the primary offering of the Series 2025A Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

(d) Definitions.

“EMMA” means the Electronic Municipal Market Access, a service of the MSRB found at <http://emma.msrb.org>.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 6. Official Statements. The County hereby ratifies, authorizes and approves, in connection with the sale of the Series 2025A Bonds, the preparation and distribution of a Preliminary Official Statement and a Final Official Statement relating thereto.

Section 7. Further Proceedings. Incident to the execution and delivery of the Tenth Amended and Restated Contract, the Series 2025A Bonds, the Series 2025A Bond Order, the Officer’s Pricing Certificate, the Escrow Agreement, the Paying Agent/Registrar Agreement

and the Bond Purchase Agreement, the Authorized Representative and the proper officers, representatives, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute such documents on behalf of the County and to do any and all things as may be necessary or desirable to carry out and comply with the provisions thereof and are further authorized to take any and all further action to execute and deliver any other documents as may be necessary in order to successfully complete and operate the County flood control plans and programs.

Section 8. Repealer. All orders or resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 9. Severability. If any provisions of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

Section 10. 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 11. Effective Date. This Order shall be in force and effect from and upon its adoption.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED on first and final reading this _____, 2025.

LINA HIDALGO, County Judge

ATTEST:

TENESHIA HUDSPETH, County Clerk

(SEAL)

EXHIBIT A

TENTH AMENDED AND RESTATED FLOOD CONTROL PROJECTS CONTRACT

**TENTH AMENDED AND RESTATED
FLOOD CONTROL PROJECTS CONTRACT**

STATE OF TEXAS §

COUNTY OF HARRIS §

THIS TENTH AMENDED AND RESTATED FLOOD CONTROL PROJECTS CONTRACT (this “Tenth Amended and Restated Contract”), effective as of the date specified herein, is entered into between HARRIS COUNTY, TEXAS (the “County”), a body politic and corporate and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Harris County, Texas, and the HARRIS COUNTY FLOOD CONTROL DISTRICT (the “District”), a conservation and reclamation district, a governmental agency and a body politic and corporate and a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court of Harris County, Texas, as follows:

RECITALS

WHEREAS, the County and the District are duly organized and existing pursuant to the Constitution and laws of the State of Texas;

WHEREAS, pursuant to Section 561.003, Texas Local Government Code, as amended, the County and the District are authorized to make and enter into contracts for the purpose of carrying out plans and programs for flood control and other purposes; and

WHEREAS, the County and the District previously entered into a Flood Control Projects Contract, dated as of September 1, 2001 (the “Initial Contract”); an Amended and Restated Flood Control Projects Contract, dated as of November 1, 2003; a Second Amended and Restated Flood Control Projects Contract, dated as of August 15, 2004; a Third Amended and Restated Flood Control Projects Contract, dated as of October 24, 2006; a Fourth Amended and Restated Flood Control Projects Contract, dated as of January 22, 2008; a Fifth Amended and Restated Flood Control Projects Contract, dated as of August 10, 2010; a Sixth Amended and Restated Flood Control Projects Contract, dated as of April 8, 2014; a Seventh Amended and Restated Contract, dated as of September 29, 2015; an Eighth Amended and Restated Flood Control Projects Contract; dated as of October 24, 2017; and a Ninth Amended and Restated Flood Control Projects Contract, dated as of September 10, 2019 and now desire to enter into this Tenth Amended and Restated Contract without changing the purpose, meaning or effect of the Initial Contract or the Amended and Restated Contracts;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the District agree to perform their respective commitments and obligations under this Tenth Amended and Restated Contract, upon and subject to the terms and conditions hereinafter set forth, to-wit:

Section 1. Definitions. Capitalized terms used in this Contract shall have the meanings defined in the text hereof and as follows:

“Contract” means, together, the Initial Contract, the First Amended and Restated Contract, the Second Amended and Restated Contract, the Third Amended and Restated Contract, the Fourth Amended and Restate Contract, the Fifth Amended and Restated Contract, the Sixth Amended and Restated Flood Control Projects Contract, the Seventh Amended and Restated Flood Control

Projects Contract, the Eighth Amended and Restated Flood Control Projects Contract, the Ninth Amended and Restated Contract, and this Tenth Amended and Restated Contract.

“Flood Control Projects” or “Projects” mean the land, rights-of-way, facilities and improvements to be provided by the District for the benefit of the County and its inhabitants, as set out in attached Exhibit A, as the same may be amended from time to time by agreement of the County and the District.

“Obligations” means, together, the Tax-Exempt Obligations and the Taxable Obligations.

“Order” means one or more orders adopted by the District authorizing issuance of the Obligations and providing for their security and payment, as such order may be amended from time to time as therein permitted. As of the effective date of this Tenth Amended and Restated Contract, the District has previously adopted Orders authorizing issuance of (1) the Series F Notes and the related Loan Notes and Credit Agreement, (2) the Series 2003B Bonds, (3) the Series 2004A Bonds, (4) the Series 2006A Bonds, (5) the Series 2008A Bonds and the Series 2008B Bonds, the Series 2008C Bonds, (6) the Series 2010A Bonds, (7) the Series 2014A and Series 2014B Bonds, (8) the Series 2015B Bonds, (9) the Series 2017A Bonds, (10) the Series 2019A Bonds, and (11) the Series 2025A Bonds.

“Tax-Exempt Obligations” means bonds, notes and other obligations that may be issued or incurred by the District on a tax-exempt basis and secured by contract payments made by the County to the District pursuant to the Contract, specifically including but not limited to the following: (a) the District’s Contract Tax Refunding Bonds, Series 2014A (the “Series 2014A Bonds”); (b) the District’s Contract Tax Refunding Bonds, Series 2015B (the “Series 2015B Bonds”); (i) the District’s Contract Tax Refunding Bonds, Series 2017A (the “Series 2017A Bonds”); and (j) the District’s Contract Tax Refunding Bonds, Series 2025A (the “Series 2025A Bonds”) and any bonds, notes or other tax-exempt obligations issued to refund an Obligation.

“Taxable Obligations” means bonds, notes and other obligations that may be issued or incurred by the District on a taxable basis and secured by contract payments made by the County to the District pursuant to the Contract, and any bonds, notes, or other taxable obligations issued to refund an Obligation.

Section 2. District’s Obligation to Provide Flood Control Projects. The District agrees to provide the Flood Control Projects and pay all of the costs thereof, and further agrees to issue Obligations to provide the money for such payment, all in the manner hereinafter described; and the District, by such payment, thus will provide the Projects for the benefit of the County and its inhabitants.

Section 3. District’s Order. The proceeds from the sale and delivery of Obligations may be used as follows: (a) (i) to pay the District’s costs in providing the Flood Control Projects (including but not limited to the purchase of equipment, property and rights in property, the costs of land, easements and rights-of-way, including damages to land and property, acquisition and construction costs and engineering and design costs and expenses of the Projects) or (ii) to refund and defease other Obligations or (iii) both (i) and (ii); and (b) to pay all costs relating to the issuance of Obligations and, if any, refunding and defeasing other Obligations, including without limitation all financing, legal, printing and other expenses and costs. Obligations will be issued by the District

in an amount sufficient to pay the estimated amount of the foregoing expenses, costs and charges and any amounts required to fund any contingency fund or other funds required by an Order.

Section 4. Performance Through Contracts. In the case of Obligations issued to provide Flood Control Projects, the District will enter into such contracts as are necessary to provide the Flood Control Projects in accordance with and as required by the laws applicable to the District. The District shall use the proceeds from the sale of Obligations issued to provide Flood Control Projects (after deducting therefrom any amounts required to be deposited into any fund created by an Order and the amount of costs and expenses of issuing the Obligations) to pay the costs of providing the Projects.

Section 5. Contract Payments by County.

(a) The District will provide the Flood Control Projects to and for the benefit of the County and its inhabitants. In consideration of the District's providing the Projects for the benefit of the County and its inhabitants, the County agrees to make the payments hereinafter specified. It is agreed that the District will have the sole responsibility for providing the Projects and will maintain the Projects. It is further agreed that the County's obligation to make any and all payments under Section 5(d) and (e) of this Contract will terminate when all Obligations, including any Obligations issued to refund other Obligations, together with all related fees, expenses and charges, have been paid in full and are no longer outstanding.

(b) All right, title and interest in and to the Flood Control Projects shall be in the District. The County shall have no right, title or interest in, or responsibility with respect to, the Projects, except to make the payments under Section 5(d) and (e) of this Contract.

(c) All payments to be made by the County under this Section, other than payments, if any, due prior to the collection of the first tax levy for the Initial Contract, shall be payable from and secured by a pledge of County ad valorem taxes, as authorized by Section 561.003, Texas Local Government Code, as amended, and in the manner hereinafter provided. It is further understood and agreed that the District's only source of funds to pay the principal of and interest on Obligations and other amounts payable pursuant to an Order and any agreement authorized in an Order (including but not limited to a Credit Agreement, Issuing and Paying Agency Agreement, Dealer Agreement, Paying Agent/Registrar Agreement, Escrow Agreement and Bond Purchase Agreement), together with all related fees, expenses and charges, is the payments to be made by the County to the District under this Contract.

(d) The County agrees to make the following payments to the District while any Obligations are outstanding:

(1) such amounts, payable on or before the payment date on the Obligations, as are necessary to pay all principal and/or interest coming due on the Obligations on such payment date, plus all fees, expenses and charges with respect to the Obligations;

(2) such amounts as are necessary to make all payments or deposits required to be made into any special or contingency funds, or other account, established and/or maintained by the provisions of the Order with respect to the Obligations; and

(3) any amount in addition thereto necessary to restore any deficiency in any of such funds required to be accumulated and maintained under the provisions of the Order with respect to the Obligations.

(e) Recognizing the fact that the County urgently requires the Flood Control Projects to be provided by this Contract, and that the Projects are necessary for the immediate use of the County and its inhabitants, and further recognizing that the District will use the payments received from the County hereunder to pay, secure and finance or refinance the issuance of Obligations, it is hereby agreed that, if and when any Obligations are delivered, the County shall be obligated to make the payments required by the Contract, regardless of whether or not the Projects are completed and available for service and regardless of the existence of any claim, set-off, defense or other right that the County may have against the District or the owners of the Obligations, and the owners of the Obligations shall be entitled to rely on the foregoing agreement and representation, regardless of any other agreement between the District and the County.

Section 6. Due Diligence. The District and the County agree to proceed promptly and with due diligence to commence and provide the Projects. The District and the County do not anticipate any delays in commencing and providing the Projects, but the District and the County shall not be liable to each other for any damages caused by any delays thereof.

Section 7. Conditions Precedent. The District's obligation to provide the Flood Control Projects shall be conditioned upon the following:

(a) the timely issuance and sale of Obligations in amounts sufficient to provide the Projects; and

(b) the District's and the County's ability, or the ability of the contractors, to obtain all material, labor and equipment necessary to provide the Projects.

Section 8. Use of County's Public Property. In addition to any other authority granted by law, the County authorizes the District's use of any and all of the County's real property, roads, public ways, places and easements for acquisition, construction and maintenance of the Projects, providing that such use by the District does not interfere with any lawful use by the County, and subject to all of the County's regulations regarding the manner of such use and restoration of lands or improvements resulting from the exercise of the rights provided in this section.

Section 9. Tax Exemption. Payments under this Contract will be used by the District to pay debt service on the Obligations. The District intends that the interest on the Tax-Exempt Obligations shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Tax-Exempt Obligations. For this purpose, the County covenants that it will take or omit to take such actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Tax-Exempt Obligations to be and remain excludable from gross income as defined in Section 61 of the Code, of the owners of Tax-Exempt Obligations for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Tax-Exempt Obligations to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(b) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Tax-Exempt Obligations are delivered, the County reasonably expects that the proceeds of the Tax-Exempt Obligations will not be used in a manner that would cause the Tax-Exempt Obligations or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The covenants and representations made or required by this Section are for the benefit of owners of the Tax-Exempt Obligations and any subsequent owner of Tax-Exempt Obligations, and may be relied upon by the owners of Tax-Exempt Obligations and any subsequent owner of Tax-Exempt Obligations and bond counsel to the District.

Section 10. Force Majeure. If, by reason of force majeure, any party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “Force Majeure” as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is specifically expected and provided, however, that in no event shall any force majeure relieve the County of its obligation to make payments to the District as required under Section 5 of this Contract.

Section 11. Regulatory Bodies. The Contract and Projects shall be subject to all valid rules, regulations and laws applicable thereto passed or promulgated by the United States of America, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. Modification of Contract. No change, amendment or modification of the Contract (including approval and execution of this Tenth Amended and Restated Contract) or the security for any payments hereunder shall be made or be effective which will affect adversely the prompt payment when due of all moneys required to be paid by the County under the terms of this Contract, and no such change, amendment or modification shall be made or be effective which would cause a violation of any provision of or impairment of the security for any payments under an Order.

Section 13. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request or reply (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram

when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the District. to:

Harris County Flood Control District
County Administration Building
Office of Management and Budget
1001 Preston, Suite 500
Houston, Texas 77002
Attention: Deputy Executive Director
Telephone: (713) 274-1100
Fax: (713) 437-5869

If to the County, to:

Harris County, Texas
County Administration Building
Office of Budget and Management
1001 Preston, Suite 500
Houston, Texas 77002
Attention: Deputy Executive Director
Telephone: (713) 274-1100
Fax: (713) 437-5869

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least 15 days' written Notice to the other party hereto.

Section 14. Severability. The parties hereby specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of the Contract or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of the Contract or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that the Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 15. Remedies Upon Default.

(a) It is not intended hereby to specify (and the Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than

termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative.

(b) In addition to all rights and remedies of any owner of Obligations provided by the laws of the State of Texas, the District and the County covenant and agree that in the event the District defaults in the payment when due of the principal of or interest on Obligations or any related fees, expenses or charges, or the County fails to make the payments required by the Contract, the owners of Obligations shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Commissioners Court and other officers of the District or the County to observe and perform any covenant, contractual obligation or condition prescribed in the Contract or an Order. No delay or omission by any owner to exercise any right or power accruing to an owner of Obligations upon default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in the Contract shall be available to the owners of Obligations and shall be cumulative of all other existing remedies.

Section 16. Term of Contract. That the term of this Contract shall be for the period during which Obligations are outstanding and, together with any related fees, expenses and charges, unpaid.

Section 17. Continuing Disclosure Undertaking. For so long as the County is an “obligated person” within the meaning of SEC Rule 15c2-12 with respect to an Obligation issued by the District, the County shall (i) undertake, either individually or in combination with the District, to observe and perform the continuing disclosure undertaking made by the District in any Order and (ii) act as the District’s agent for the filing of financial and operating data, financial statements, event notices and any other filings that may be required under Securities and Exchange Commission Rule 15c2-12 or similar state or federal rule or regulation.

Section 18. Effective Date. This Tenth Amended and Restated Contract shall be in full force and effect as of [_____, 2025], from and after which date it shall amend and restate the Initial Contract, the First Amended and Restated Contract, the Second Amended and Restated Contract, the Third Amended and Restated Contract, the Fourth Amended and Restated Contract, the Fifth Amended and Restated Contract, the Sixth Amended and Restated Contract, the Seventh Amended and Restated Contract, the Eighth Amended and Restated Contract, and the Ninth Amended and Restated Contract, provided that such amendment and restatement shall not change the purpose, meaning or effect of the Initial Contract, the First Amended and Restated Contract, the Second Amended and Restated Contract, the Third Amended and Restated Contract, the Fourth Amended and Restated Contract, the Fifth Amended and Restated Contract, the Sixth Amended and Restated Contract, the Seventh Amended and Restated Contract, the Eighth Amended and Restated Contract, the Ninth Amended and Restated Contract, or impair their effective dates of September 1, 2001, November 1, 2003, August 15, 2004, October 24, 2006, January 22, 2008, September 21, 2010, April 8, 2014, September 29, 2015, October 24, 2017, or September 10, 2019, respectively.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the District and the County, acting under authority of their respective governing bodies, have caused this Tenth Amended and Restated Contract to be duly executed in several counterparts, each of which shall constitute an original, effective for all purposes as of _____, 2025.

HARRIS COUNTY, TEXAS

By: _____
LINA HIDALGO, County Judge

ATTEST:

TENESHIA HUDSPETH, County Clerk
(SEAL)

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: _____
LINA HIDALGO, County Judge

ATTEST:

TENESHIA HUDSPETH, County Clerk
(SEAL)

EXHIBIT A

FLOOD CONTROL PROJECTS

HCFCF CAPITAL INFRASTRUCTURE PROJECTS

The Harris County Flood Control District (HCFCF) has a significant number of flood damage reduction projects occurring all over Harris County as part of its on-going Capital Improvement Program (CIP) and the 2018 Bond Program. HCFCF also relies on securing funding from the federal government, through programs administered by the Federal Emergency Management Agency (FEMA) and flood damage reduction project partnerships with the U.S. Army Corps of Engineers (the Corps). HCFCF projects also may contribute to important environmental goals, such as wetlands mitigation, stormwater quality improvements and habitat preservation. Capital infrastructure projects may include, but are not limited to: the costs of engineering, acquisition of right-of-way, relocation of utilities, new bridges, channel improvements, and basin improvements. Current capital infrastructure projects include:

[•]	Addicks Reservoir	\$289,000,000
[•]	Armand Bayou	\$47,000,000
[•]	Barker Reservoir	\$40,000,000
[•]	Brays Bayou	\$271,000,000
[•]	Buffalo Bayou	\$118,000,000
[•]	Cedar Bayou	\$249,500,000
[•]	Clear Creek	\$289,100,000
[•]	Cypress Creek	\$204,300,000
[•]	Galveston Bay	\$34,000,000
[•]	Goose Creek	\$30,000,000
[•]	Greens Bayou	\$87,100,000
[•]	Halls Bayou	\$348,000,000
[•]	Hunting Bayou	\$100,000,000
[•]	Jackson Bayou	\$10,000,000
[•]	Little Cypress Creek	\$162,300,000
[•]	Luce Bayou	\$20,000,000
[•]	San Jacinto River	\$247,500,000
[•]	Sims Bayou	\$185,170,000
[•]	Spring Creek	\$85,000,000
[•]	Vince Bayou	\$15,000,000
[•]	White Oak Bayou	\$393,000,000
[•]	Willow Creek	\$67,100,000
[•]	Countywide Projects	\$865,000,000
TOTAL:		\$4,157,070,000

HCFCF HOME BUYOUT

Home buyouts are used by HCFCF to reduce flood damages in areas several feet deep in the floodplain where structural projects (i.e. channel modifications or stormwater detention basins) to reduce flooding are not cost effective and/or beneficial. The home buyout projects include:

[●]	Armand Bayou	\$6,200,000
[●]	Brays Bayou	\$11,600,000
[●]	Carpenters Bayou	\$200,000
[●]	Cedar Bayou	\$600,000
[●]	Clear Creek	\$38,800,000
[●]	Cypress Creek	\$187,300,000
[●]	Galveston Bay	\$200,000
[●]	Goose Creek	\$200,000
[●]	Greens Bayou	\$97,900,000
[●]	Halls Bayou	\$137,500,000
[●]	Hunting Bayou	\$11,700,000
[●]	Little Cypress Creek	\$9,400,000
[●]	San Jacinto River	\$112,800,000
[●]	Spring Creek	\$300,000
[●]	Vince Bayou	\$400,000
[●]	White Oak Bayou	\$119,300,000
[●]	Willow Creek	\$2,100,000
TOTAL:		\$736,500,000

HCFCF STORM REPAIR

Hurricane Harvey resulted in extensive and unprecedented damage to Harris County's drainage infrastructure. As part of a countywide post-Harvey assessment, more than 1,200 individual damage sites were verified and prioritized. This included sinkholes, bank erosion, failed concrete, collapsed outfall pipes and other damage. Costs to make repairs are partially funded through federal partners with a local match requirement. These storm repair projects include:

[●]	Addicks Reservoir	\$30,800,000
[●]	Armand Bayou	\$200,000
[●]	Barker Reservoir	\$2,350,000
[●]	Brays Bayou	\$3,150,000
[●]	Buffalo Bayou	\$7,975,000
[●]	Carpenters Bayou	\$100,000
[●]	Cedar Bayou	\$150,000
[●]	Clear Creek	\$675,000
[●]	Cypress Creek	\$27,775,000
[●]	Greens Bayou	\$9,975,000
[●]	Halls Bayou	\$6,150,000
[●]	Hunting Bayou	\$75,000

[•]	Luce Bayou	\$75,000
[•]	San Jacinto River	\$600,000
[•]	Sims Bayou	\$1,525,000
[•]	Spring Creek	\$450,000
[•]	Vince Bayou	\$375,000
[•]	White Oak Bayou	\$6,400,000
[•]	Willow Creek	\$675,000
[•]	Countywide Projects	\$875,000

TOTAL: **\$100,350,000**

HCFCFCD ENGINEERING STUDIES

HCFCFCD sponsors engineering studies to identify and implement projects, identify flood prone areas, and analyze storm events, etc. When flooding problems are complex, or the affected geographical area is large, a study can be costly. In those cases, HCFCFCD typically seeks funding partners, such as the federal government, to help carry out the study and implement a project. The current engineering studies include:

[•]	Addicks Reservoir	\$750,000
[•]	Armand Bayou	\$750,000
[•]	Barker Reservoir	\$750,000
[•]	Brays Bayou	\$450,000
[•]	Buffalo Bayou	\$700,000
[•]	Cypress Creek	\$600,000
[•]	Galveston Bay	\$500,000
[•]	Goose Creek	\$1,000,000
[•]	Halls Bayou	\$3,000,000
[•]	Hunting Bayou	\$500,000
[•]	Jackson Bayou	\$500,000
[•]	Luce Bayou	\$500,000
[•]	San Jacinto River	\$100,000
[•]	Spring Creek	\$500,000
[•]	Vince Bayou	\$500,000
[•]	White Oak Bayou	\$600,000
[•]	Willow Creek	\$500,000
[•]	Countywide Projects	\$55,500,000

TOTAL: **\$67,700,000**

HCFCFCD SUBDIVISION DRAINAGE IMPROVEMENTS

Subdivision drainage projects improve the internal drainage systems and related infrastructure that convey stormwater from neighborhoods to major drainage channels or bayous maintained by HCFCFCD. Internal drainage systems include underground storm sewer systems and roadside ditches, and are typically the responsibility of the underlying

municipality, utility district and/or Harris County in unincorporated areas. The current subdivision drainage improvement projects include:

[●]	Addicks Reservoir	\$83,770,000
[●]	Barker Reservoir	\$33,170,000
[●]	Carpenters Bayou	\$6,650,000
[●]	Cedar Bayou	\$2,000,000
[●]	Clear Creek	\$12,060,000
[●]	Cypress Creek	\$134,940,000
[●]	Goose Creek	\$8,650,000
[●]	Greens Bayou	\$92,640,000
[●]	Halls Bayou	\$9,500,000
[●]	Jackson Bayou	\$3,000,000
[●]	Little Cypress Creek	\$14,590,000
[●]	San Jacinto River	\$6,450,000
[●]	Sims Bayou	\$880,000
[●]	Spring Creek	\$6,285,000
[●]	White Oak Bayou	\$36,250,000
TOTAL:		\$450,835,000

TOTAL HCFCD PROJECT FUNDING SUMMARY:

A. HCFCD CAPITAL INFRASTRUCTURE PROJECTS	\$4,157,070,000
B. HCFCD HOME BUYOUT	\$736,500,000
C. HCFCD STORM REPAIR	\$100,350,000
D. HCFCD ENGINEERING STUDIES	\$67,700,000
E. HCFCD SUBDIVISION DRAINAGE IMPROVEMENTS	\$450,835,000
GRAND TOTAL:	\$5,512,455,000

EXHIBIT B
DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 5 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County and the District to be provided annually in accordance with such Section are as specified (and included in the Appendices or under the headings of the final Official Statement referred to) below:

1. The portions of the audited financial statements of the County and the District appended to the final Official Statement as Appendices A and B but for the most recently concluded Fiscal Year, and, to the extent that such statements are not completed and available, unaudited financial statements for such Fiscal Year.
2. The quantitative financial information and operating data presented in the final Official Statement in [Tables 1 through 5, Table 7, Tables 9 through 13, and Tables 16 through 18].

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed to comply with state law or federal regulation.

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:

**ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF A
TENTH AMENDED AND RESTATED FLOOD CONTROL PROJECTS
CONTRACT WITH THE HARRIS COUNTY FLOOD CONTROL
DISTRICT**

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, hour, 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, this July 10, 2025.

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

By: _____

(SEAL)