

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 _____, 2023, and the roll was called of the duly constituted members of said Commissioners Court, to-wit:

- | | |
|---------------------|-------------------------------------|
| Lina Hidalgo | County Judge |
| Rodney Ellis | County Commissioner, Precinct No. 1 |
| Adrian Garcia | County Commissioner, Precinct No. 2 |
| Tom S. Ramsey, P.E. | County Commissioner, Precinct No. 3 |
| Lesley Briones | County Commissioner, Precinct No. 4 |

and the following members absent _____ thus constituting a quorum, when among other business, the following was transacted:

ORDER RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS RELATING TO THE HARRIS COUNTY, TEXAS, TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, ESTABLISHED BY AN OFFICERS PRICING CERTIFICATE RELATING THERETO; AFFIRMING SUCH OFFICERS PRICING CERTIFICATE; AND CONTAINING OTHER MATTERS RELATING THERETO

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

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ORDER RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS RELATING TO THE HARRIS COUNTY, TEXAS, TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, ESTABLISHED BY AN OFFICERS PRICING CERTIFICATE RELATING THERETO; AFFIRMING SUCH OFFICERS PRICING CERTIFICATE; AND CONTAINING OTHER MATTERS RELATING THERETO

Commissioners Court
Harris County, Texas
The State of Texas

RECITALS

1. The Commissioners Court (the “*Governing Body*”) of Harris County (the “*Issuer*”) has previously approved the following order:

ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AUTHORIZING THE AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNTS, INTEREST RATES, PRICES AND TERMS THEREOF AND CERTAIN MATTERS RELATING THERETO; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AWARDING THE SALE THEREOF; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT TO BE USED IN CONNECTION WITH THE SALE OF THE CERTIFICATES; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES, INCLUDING USE OF THE PROCEEDS THEREOF, AND MATTERS INCIDENT THERETO, AND ALL OTHER ACTIVITIES WHICH WILL SUPPORT THE ISSUANCE AND ADMINISTRATION OF THE CERTIFICATES, INCLUDING THE OPENING OF BANK ACCOUNTS, adopted November 15, 2022 (the “*Order*”).

2. Pursuant to the terms of the order authorizing the Harris County, Texas Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the “*Certificates*”), the Certificates were sold and delivered to a syndicate of underwriters with PNC Capital Markets LLC, as Senior Manager, and Oppenheimer & Co., Inc., as Co-Senior Managers, and Stern Brothers & Co., as Co-Manager (collectively, the “Underwriters”) pursuant to parameters established in the Order, with the Deputy Executive Director, Office of Management and Budget for the County (the “*Pricing Officer*”) authorized to act on behalf of the Issuer in the sale and delivery of the Certificates.

3. After review of the price at which the Certificates were sold, the form in which the Certificates were issued, the years in which the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount of Certificates, the rate of interest to be borne by each such maturity, the first interest payment date, and all other matters relating to the issuance, sale and delivery of the Certificates specified in the Officers Pricing Certificate (the

“*Pricing Certificate*”), attached hereto as **Appendix A**, the Pricing Officer has executed the Pricing Certificate. The Governing Body affirms that the Pricing Officer was authorized to execute the Pricing Certificate and take any additional action to complete the sale of the Certificates pursuant to the authority prescribed and parameters in the Order.

4. The principal of and interest on the Certificates shall be payable by The Bank of New York Mellon Trust Company, National Association, Dallas, Texas (the “*Paying Agent*”) pursuant to the Paying Agent/Registrar Agreement dated as of December 1, 2022 (the “*Paying Agent Agreement*”), between the Issuer and the Paying Agent, a copy of which is attached hereto as **Appendix B**.

5. The Governing Body has previously determined that it will enter and now affirms that it has entered into a Purchase Agreement, dated November 29, 2022, relative to the Certificates (the “*Purchase Agreement*”), with the Underwriters setting forth certain terms and conditions upon which the Underwriters will purchase the Certificates from the Issuer, a copy of which is attached hereto as **Appendix C**.

6. The Governing Body has examined the Pricing Certificate as executed by the Pricing Officer, the Purchase Agreement as executed by the parties thereto, and the Paying Agent Agreement, all of which are attached to and comprise a part of the Order; has found the form and substance of such documents to be satisfactory and proper and the recitals contained therein to be true, correct and complete.

NOW, THEREFORE, BE IT ORDERED THAT:

Section 1. Affirmation of Prior Acts. The Pricing Certificate, as attached hereto, and the actions of the Pricing Officer in the execution of the Pricing Certificate is hereby affirmed.

Section 2. Affirmation of Issuance of Certificates. The approval by the Pricing Officer of the price at which the Certificates were sold, the form in which the Certificates were issued, the years in which the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Certificates, the rate of interest to be borne by each such maturity, the first interest payment date, and all other matters relating to the issuance, sale and delivery of the Certificates as specified in the Pricing Certificate is hereby affirmed and the Governing Body affirms the delivery of Certificates pursuant to the Order.

Section 3. Approval, Execution, and Delivery of the Purchase Agreement. The sale of the Certificates to the Underwriters is hereby affirmed, and the Purchase Agreement, as completed, and the execution, attestation, and affixing of the Issuer's seal to the Purchase Agreement and delivery of the Certificates to the Underwriters is ratified and affirmed.

Section 4. Costs of Issuance. The use of a portion of the proceeds of the Certificates or other legally available funds to be applied to pay costs and expenses arising in connection with the issuance of the Certificates including those set forth in **Appendix D** hereto, is hereby confirmed.

Section 5. Effect of Headings and Recitals. The Section headings herein are for convenience only and shall not affect the construction hereof.

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part hereof for all purposes and are adopted as part of the judgment and findings of the Issuer.

Section 6. Individuals Not Liable. All covenants, stipulations, obligations, and agreements of the Issuer contained in this Order shall be deemed to be covenants, stipulations, obligations, and agreements of the Issuer to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Issuer or agent or employee of the Issuer in his or her individual capacity and neither the members of the Issuer nor any officer thereof shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 7. Severability. If any section, subsection, clause, or provision of the Order shall be held or deemed to be illegal or invalid, the illegality or invalidity of such section, subsection, clause, or provision shall not affect the remaining section, subsection, clause, or provisions hereof and thereof, and this Order and the Order authorizing the Certificates, shall be construed and enforced as if such illegal or invalid Section, subsection, clause, or provision had not been contained herein or therein. In case any obligation of the Issuer authorized or established by this Order or the Order authorizing the Certificates is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the Issuer to the fullest extent permitted by law.

PASSED AND ADOPTED, this _____ day of _____, 2023.

HARRIS COUNTY, TEXAS

Lina Hidalgo, County Judge

ATTEST:

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

By _____

[COM. CT. SEAL]

APPENDIX A

OFFICER'S PRICING CERTIFICATE
FOR THE CERTIFICATES

(See attached)

PRICING CERTIFICATE

HARRIS COUNTY, TEXAS

TAX AND SUBORDINATE LIEN REVENUE

CERTIFICATES OF OBLIGATION,

SERIES 2022

THIS PRICING CERTIFICATE is executed as of November 29, 2022 by the Authorized Representative of Harris County, Texas (the “County”) pursuant to the authorization contained in the Order of the Commissioners Court of the County adopted on November 15, 2022 (the “Order”), authorizing the issuance of the captioned series of certificates of obligation (the “Certificates”) and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Order.

1. Principal Amount, Numbers, Interest Rates and Maturities. The Certificates shall be issued in the total authorized principal amount of \$29,725,000. The Certificates shall mature on August 15 in each of the years and in the amounts set out in the following schedule:

<u>Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>
R-1	2024	\$2,365,000	5.000
R-2	2025	2,480,000	5.000
R-3	2026	2,605,000	5.000
R-4	2027	2,735,000	5.000
R-5	2028	2,875,000	5.000
R-6	2029	3,015,000	5.000
R-7	2030	3,170,000	5.000
R-8	2031	3,325,000	5.000
R-9	2032	3,490,000	5.000
R-10	2033	3,665,000	5.000

2. Redemption. The Certificates are not subject to redemption prior to maturity.
3. Purchase Price. The sale of the Certificates is authorized pursuant to the form of Purchase Agreement approved in the Order at the following price:

PRINCIPAL AMOUNT	\$29,725,000.00
Plus Original Issue Premium	3,538,175.55
Less Underwriter’s Discount	(112,865.26)
PURCHASE PRICE	\$33,150,310.29

4. Dated Date. The Dated Date of the Certificates is December 1, 2022.
5. Bond Insurance. _____ YES NO
6. Form of Certificate. Pursuant to Article III of the Order, the Form of Certificate as set forth in Exhibit A hereto is hereby approved and supersedes the Form of Certificate set forth in the Order.
7. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Order, this Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein.
8. Pursuant to Section 2.3 of the Order, I hereby further find and determine that:
 - a. The aggregate original principal amount of the Certificates does not exceed \$37,000,000;
 - b. The net effective interest rate for the Certificates shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
 - c. The maximum maturity date of the Certificates does not exceed August 15, 2034;
 - d. The Certificates have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations;
 - e. Any finding by the Authorized Representative relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Commissioners Court; and
 - f. The terms of sale are in the best interests of the County.

[Signature Page Follows.]

EXECUTED as of this November 29, 2022.



Authorized Representative

EXHIBIT A TO PRICING CERTIFICATE

[FORM OF CERTIFICATE]

UNITED STATES OF AMERICA
STATE OF TEXAS

HARRIS COUNTY, TEXAS
TAX AND SUBORDINATE LIEN REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022

NUMBER DENOMINATION
¹R- \$ _____
REGISTERED REGISTERED

²INTEREST DATED DATE: ISSUANCE ²MATURITY ²CUSIP:
RATE: December 1, 2022 DATE: December 15, 2022 DATE:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

³HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at the payment office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Paying Agent/Registrar"), the principal amount identified above and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Issuance Date identified above or the

¹ Initial Certificate shall be numbered T-1.

² Omitted from initial Certificate.

³ The first sentence of the initial Certificate shall read as follows:

HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, the Principal Amounts and interest rates set forth on August 15 in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Pricing Certificate], upon presentation and surrender of this Certificate at the payment office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Paying Agent/Registrar"), such interest calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Issuance Date identified above or the most recent interest payment date to which interest has been paid or duly provided for, such principal and interest payable in any coin or currency of the United States of America which on the date of payment of such principal and interest is legal tender for the payment of debts due to the United States of America. Interest on this Certificate is payable on February 15 and August 15 of each year, commencing February 15, 2023, until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth business day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the payment office of the Paying Agent/Registrar.

most recent interest payment date to which interest has been paid or duly provided for, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America. Interest on this Certificate is payable on February 15 and August 15 of each year, commencing February 15, 2023, until maturity of this Certificate, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the fifteenth business day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Certificate at the payment office of the Paying Agent/Registrar.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES to be designated and bear the title "HARRIS COUNTY, TEXAS, TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" (the "Certificates") in the aggregate principal amount of \$29,725,000 issued pursuant to an order adopted by the Commissioners Court of the County on November 15, 2022 (the "Order") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and the construction of public works, specifically the projects listed in the County's notice of intention published on September 19, 2022 and September 26, 2022.

THE CERTIFICATES are special obligations of the County that are equally and ratably payable from and secured by a lien on the Pledged Revenues, which is expressly made subordinate and junior to the pledge of and lien on the Pledged Revenues, or any portions thereof, which the County has granted or may grant to secure the County's Senior Lien Bonds and Junior Lien Bonds, as both terms are defined in the Order. The Pledged Revenues are defined in the Order to include all revenues collected and received by the County from its levy of a hotel occupancy tax and any investment income earned on any moneys in the Revenue Fund and the Interest and Sinking Fund for all Bonds, but excluding the cost of collection of the tax, which currently is one percent (1%) of the amount collected, and an amount that is equal to fifteen percent (15%) of the amount of revenue derived in each Fiscal Year from the application of the tax at a rate of one percent (1%) which must be spent for advertising for general promotion and tourist advertising of the County and its vicinity and conducting a solicitation program to attract conventions and visitors. Such hotel occupancy tax shall be levied on a person who pays for the use or possession of any room in a hotel in the County which costs \$2 or more per day and is ordinarily used for sleeping. The rate of such tax is equal to seven percent (7%) of the consideration paid to the hotel by the occupant on the cost of occupancy of any sleeping room in a hotel in the County for which the cost of occupancy is at the rate of \$2 or more per day, except that the County tax rate shall only be two percent (2%) for hotels in any municipality within the County and such County tax rate shall also be subject to any additional requirements and exceptions under the applicable law.

THE CERTIFICATES are additionally payable from the proceeds of an annual ad valorem tax levied by the County, within the limitations prescribed by law, upon all taxable property within the County.

⁴THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Certificate is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CERTIFICATES are not subject to redemption prior to maturity.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the payment office of the Paying Agent/Registrar in Dallas, Texas, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Order.

THIS CERTIFICATE IS EXCHANGEABLE at the payment office of the Paying Agent/Registrar in Dallas, Texas for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificate do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDER, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

* * *

⁴ In the initial Certificate, this paragraph shall read:

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.

IN WITNESS WHEREOF, the County has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the County Judge, countersigned by the County Clerk and the County Treasurer by their manual, lithographed or printed facsimile signatures.

(AUTHENTICATION OR
REGISTRATION CERTIFICATE)

HARRIS COUNTY, TEXAS

(SEAL)

County Judge

COUNTERSIGNED:

County Clerk

REGISTERED

County Treasurer

* * *

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Paying Agent/Registrar

By: _____

Authorized Signature:

Date of Authentication: _____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever.

PAYING AGENT/REGISTRAR AGREEMENT
FOR THE CERTIFICATES

(See attached)

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (this “Agreement”), is entered into as of December 1, 2022, by and between Harris County, Texas (the “Issuer” or the “County”), and The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (together with any successor in such capacity, the “Bank”).

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its Certificates, entitled “Harris County, Texas, Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the “Certificates”) in an aggregate principal amount of \$29,725,000 to be issued as fully registered Certificates;

All things necessary to make the Certificates the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof,

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Certificates, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Certificates;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Certificates, to pay to the Registered Owners of the Certificates in accordance with the terms and provisions of this Agreement and the Order, the principal of, redemption premium (if any), and interest, on all or any of the Certificates.

The Issuer hereby appoints the Bank as Registrar with respect to the Certificates.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

In consideration of the fees to be paid to the Paying Agent/Registrar by the County as detailed and described in **Exhibit A** attached hereto, pursuant to the Order, the Bank agrees to

abide by and accept the terms hereof and of the Order relating to the duties of the Paying Agent/Registrar. The Bank reserves the right to amend the fee schedule at any time, provided the Bank shall have furnished the County with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective.

ARTICLE TWO DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“*Bank*” means The Bank of New York Mellon Trust Company, National Association duly organized and existing under the laws of the United States of America.

“*Certificate*” or “*Certificates*” means, the \$29,725,000 Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022.

“*County*” means Harris County, Texas.

“*Financial Advisor*” means Masterson Advisors LLC.

“*Issuer*” means Harris County, Texas.

“*Order*” means the order of the Issuer approved on November 15, 2022, pursuant to which the Certificates are issued.

“*Paying Agent*” means the Bank when it is performing the function of paying agent.

“*Person*” means any individual, corporation, partnership, joint venture, associations, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“*Registrar*” means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Order.

ARTICLE THREE DUTIES OF THE BANK

Section 3.01. Initial Delivery of Certificates.

The Certificates will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Order. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Certificates initially delivered for Certificates of authorized denominations, registered in accordance with the instructions in such request and the Order.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest, on each of the Certificates in accordance with the provisions of the Order.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor. The Bank may act on a facsimile transmission of the closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such closing memorandum.

Section 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Certificates and the exchange, replacement and registration of transfer of the Certificates, in accordance with the provisions of the Order. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.04. Unauthenticated Certificates.

The Issuer shall provide an adequate inventory of unauthenticated Certificates to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Certificates in safekeeping and will use reasonable care in maintaining such Certificates in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own Certificates.

Section 3.05. Reports.

The Bank will provide the Issuer reports upon request, and these reports will describe in reasonable detail all transactions pertaining to the Certificates and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.06. Cancelled Certificates.

All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank.

The Issuer may at any time deliver to the Bank for cancellation any Certificates previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Bank. All cancelled Certificates held by the Bank shall be treated in accordance with the Bank's document retention policy.

Section 3.07. Reliance on Documents and Indemnification, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) The Bank may consult with legal counsel and the written advice of such counsel or any opinion shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith in reliance thereon; provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(d) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(e) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

(f) The Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to the extent authorized by law to indemnify, protect, save and keep harmless the Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including reasonable in-house and external legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Bank at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument), in any way relating to or arising out of the execution, delivery of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Bank against the Bank's own negligence or willful misconduct or the negligence or willful misconduct of the Bank's respective successors, assigns, agents, employees, and servants. The foregoing indemnity shall survive the resignation or removal of the Bank or the termination of this Agreement.

(g) The Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that: (a) subsequent to such transmission of written instructions and/or directions the Bank shall forthwith receive the originally executed instructions and/or directions in a timely manner, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Bank shall have received an incumbency certificate listing such designated persons and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be

added or deleted from the listing. If the Issuer elects to give the Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bank in its discretion elects to act upon such instructions, the Bank's understanding of such instructions shall be deemed controlling. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 3.08. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Certificates.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Certificates, and money deposited to the credit of such account until paid to the Registered Owners of the Certificates shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Certificates shall, at its own expense and risk, request an alternative method of payment.

Any money deposited with the Bank for the payment of the principal, redemption premium (if any) or interest on any Certificate and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. The Bank shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with the foregoing provision.

Section 3.09. Transfer of Funds at Closing.

The Bank is authorized to receive the purchase price of and accrued interest, if any, on the Certificates on behalf of the issuer and to transfer such funds in the manner described in the closing memorandum approved by the Issuer as prepared by the Financial Advisor.

ARTICLE FOUR
MISCELLANEOUS PROVISIONS

Section 4.01. May Own Certificates.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent and Registrar for the Certificates.

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 30 days written notice.

Section 4.05. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09. Order Governs Conflicts.

This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 4.10. Merger, Conversion, Consolidation, or Succession.

Any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent shall be the successor of the Paying Agent hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto.

Section 4.11. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Certificates and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Certificates, including, but not limited to, the books of registration.

Section 4.12. Foreign Terrorist Organization.

As a condition of this Agreement, the Bank represents and warrants that at the time of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code. The term "foreign terrorist organization" as used in this section means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

Section 4.13. Value of Agreement.

The value of this Agreement is less than \$100,000, per Sections 2271.002(a)(2) and 2274.002(a)(2) of the Texas Government Code, as amended.

Section 4.14. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HARRIS COUNTY, TEXAS

By


County Judge LINA HIDALGO

ADDRESS: 1001 Preston
Houston, TX 77002

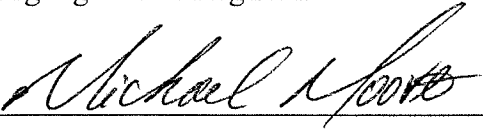
ATTEST:


County Clerk TENESHIA HUDSPETH

(SEAL)

[Signature Page to Paying Agent/Registrar Agreement]

THE BANK OF NEW YORK TRUST
COMPANY, NATIONAL ASSOCIATION, as
Paying Agent and Registrar

By 

ADDRESS: BNY Mellon Corporate Trust
2001 Bryan St., 10th Floor
Dallas, TX 75201

[Signature Page to Paying Agent/Registrar Agreement]

EXHIBIT A
FEE SCHEDULE
CERTIFICATE REGISTRAR, TRANSFER AGENT, AND PAYING AGENT

[See Attachment]

Harris County, Texas

Tax and Subordinate Lien Revenue Certificates of Obligation, Series
2022

September 1, 2022

Fee Schedule for the following:

- Paying Agent
- Registrar

Presented By:

BNY Mellon Corporate Trust

CORPORATE TRUST



Fee Schedule

Subject to the Terms and Conditions below, upon appointment of **The Bank of New York Mellon Trust Company, N.A.** ("BNYM" or "us" or "affiliates" or "subsidiaries") in the roles as outlined within this Fee Schedule (this "Fee Schedule"), **Harris County, Texas** ("you") shall be responsible for the payment of the fees, expenses and charges as set forth herein and shall remain responsible notwithstanding that an affiliated or sponsored legal entity executes the Transaction Documents.

General Fees

Acceptance Fee

Waived

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Agreement (the "**Transaction**"), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Customer checks.

Annual Fee—Paying Agent

\$750

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. If the bonds are certificated or physical, an additional fee per year will be added to the Annual Paying Agent Administrative fee. This fee is payable annually, in advance.

Additional Fees

Extraordinary Services / Miscellaneous Fees

The charges for performing extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY Mellon's sole discretion. If it is contemplated that BNY Mellon hold/and or value collateral, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. If all outstanding bonds of a series are defeased or redeemed, or BNY Mellon is removed as paying agent prior to the maturity of the bonds, a termination fee may be assessed at that time.

Miscellaneous fees and expenses may include, but are not necessarily limited to supplemental agreements, tender processing, the preparation and distribution of sinking fund redemption notices, optional redemptions, failed remarketing processing, preparation of special or interim reports, UCC filing fees, auditor confirmation fees, wire transfer fees, Letter of Credit drawdown fees, transaction fees to settle third-party trades, and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred.

You agree to reimburse BNYM for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law.

Unless specifically listed in this Fee Schedule, the fees, expenses and disbursements of BNYM legal counsel are not included in the charges listed above.

Out-of-Pocket Expenses

Fees quoted in this Fee Schedule are solely for the provision of the services listed in this Fee Schedule, and any Out-of-Pocket Expenses are payable in addition to the fees quoted in this Fee Schedule. Reimbursement will be required for any Out-of-Pocket Expenses and will be charged to you at the actual cost to BNYM plus any applicable taxes.

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The information contained within this Fee Schedule is the proprietary information of The Bank of New York Mellon and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of The Bank of New York Mellon. You shall not use BNY Mellon's name or trademarks without its prior written permission.

Advance Fees

BNYM requires that you agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNYM in relation to the Transaction. In the event that BNYM provides any services to you prior to your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNYM reserves the right to cease providing services until such time as you agree to the fees quoted herein. BNYM reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

Negative Interest Rates – Charges

With respect to any funds invested or deposited by BNYM in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNYM or any account or balance opened for You by BNYM, BNYM may apply a charge to any of Your accounts or balances. BNYM will give You prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNYM may cause the effective interest rate applicable to Your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

Terms and Conditions

General

BNYM's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation, financials and standard Know Your Customer procedures.

You agree that BNYM shall have no obligation to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties as paying agent or registrar in connection with the Transaction, or in the exercise of any of its rights or powers in connection therewith, if it shall have reasonable grounds for believing that repayment of such funds is not assured to it.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the deal has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-rata. Fees may be subject to adjustment during the life of the engagement.

OFAC Sanctions

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Acceptance/Revocation of Offer

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to us, (ii) closing the Transaction, or (iii) instructing us or continuing to instruct us after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by you. If you agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNYM may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNYM's Acceptance Fee, any external counsel fees, expenses and disbursements and all out-of-pocket expenses will apply.

PRIVATE AND CONFIDENTIAL

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Confidential Information

Except as otherwise provided by law, all information provided to you by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM's prior written approval, except as required by law, regulation or court order; provided that you will provide BNYM with prompt notice of such disclosure unless prohibited by law.

Miscellaneous

You shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed services for BNYM's benefit in connection with the Transaction or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralise in one or more affiliates and subsidiaries certain activities (the "Centralised Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding You (which, for purposes of this provision, includes the name and business contact information for Your employees and representatives) and the accounts established pursuant to the Transaction Documents ("Your Information") and (ii) use third party service providers to store, maintain and process Your Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralised Functions and/or Outsourced Functions, You consent to the disclosure of, and authorise BNY Mellon to disclose, your Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of your Information. In addition, the BNY Mellon Group may aggregate your Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies your information with you specifically. You represent that you are authorised to consent to the foregoing and that the disclosure of your Information in connection with the Centralised Functions and/or Outsourced Functions does not violate any relevant data protection legislation. You also consent to the disclosure of your information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

Privacy Notice

Your personal information is collected and will be used by the BNY Mellon Group. The particular BNY Mellon Group legal entity which owns the relationship associated with this Transaction will be deemed a data controller for your personal information. Your personal information will be used in connection with the preparation of internal distribution lists, the distribution of materials for the purposes of hearing more about BNYM's services and events, and compliance with legal requirements pertaining to individual and organizational identification (including Know Your Client requirements). This includes information required for onboarding of new clients, updating of information on existing client relationships, and information relating to associated parties with respect to any transaction with BNYM, where applicable. Your personal information will be shared within the BNY Mellon Group as well as with third parties, including BNY Mellon Group's third-party service providers, where necessary for the aforementioned purposes. The BNYM Group will transfer or store your personal information in countries other than the country of administration of the Transaction, including those outside Europe and the European Economic Area, under the protection of appropriate safeguards. For more information about how we collect, use, and share personal information and your legal rights see the BNY Mellon Group's full privacy notice (the "Privacy Notice") at <https://www.bnymellon.com/us/en/data-privacy.html> or contact your BNYM Relationship Manager.

Customer Notice Required By the USA Patriot Act

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When you establish a relationship with BNYM, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us identify you. We may also ask for a Certificate of Incorporation or similar document

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or other pertinent identifying documentation for your type of organization.

Governing Law and Third Party Rights

This Fee Schedule (and any non-contractual obligations arising out of this Fee Schedule) shall be governed by and construed in accordance with the law of the state (the State") governing the primary Transaction document (for example, the trust indenture). The Parties agree to submit to the jurisdiction of the courts of the State.

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PURCHASE AGREEMENT
FOR THE CERTIFICATES

(See attached)

\$29,725,000
HARRIS COUNTY, TEXAS
TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2022

BOND PURCHASE AGREEMENT

November 29, 2022

Harris County Commissioners Court
Harris County, Texas
1001 Preston, Suite 911
Houston, Texas 77002

Ladies and Gentlemen:

The undersigned, PNC Capital Markets LLC (the “*Representative*”), acting on its own behalf and on behalf of the other underwriters listed in **Schedule I** hereto (collectively, the “*Underwriters*”), and not acting as a fiduciary or agent for you, offers to enter into the following agreement (this “*Agreement*”) with Harris County, Texas (the “*Issuer*”), which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 10:00 p.m., Houston, Texas time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Certificate Order or in the Official Statement (each as defined herein). In the event of any inconsistency between defined terms in the Certificate Order and the Official Statement, the Certificate Order shall control.

1. ***Purchase and Sale of the Certificates.***

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer’s Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the “*Certificates*”). The Issuer acknowledges and agrees that in connection with the purchase and sale of the Certificates pursuant to this Agreement and the offering of the Certificates for sale and the discussions and negotiations relating to the terms of the Certificates set forth in this Agreement: (i) the primary role of the Underwriters, as underwriters, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Issuer, (ii) in connection with the transaction, including the process leading thereto, the Underwriters are acting solely as principals and not as agents or fiduciaries to the Issuer; (iii) the Underwriters are not acting as municipal advisors, financial advisors or fiduciaries

to the Issuer or any other person or entity and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriters, or any affiliate of the Underwriters, have provided other services or are currently providing other services to the Issuer on other matters), (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated herein expressly are set forth in this Agreement, (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein, and (vi) the Underwriters have provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the "**MSRB**"), which have been received by the Issuer. The Underwriters have designated the Representative to act as their representative and the Representative represents and warrants that it has been duly authorized by the Underwriters to execute this Agreement and to act hereunder and in all other matters related to the purchase of the Certificates by the Underwriters.

The Certificates shall be as described in, and shall be issued and secured under and as provided in the order adopted by the Harris County Commissioners Court (the "**Commissioners Court**") on November 15, 2022 (the "**Order**"), which delegated to authorized representatives the ability to execute the "**Officer's Pricing Certificate**" for the Certificates establishing the terms of sale for the Certificates. The Order and the Officer's Pricing Certificate are collectively referred to herein as the "**Certificate Order**." The principal amount of the Certificates to be issued, the maturities, redemption provisions and interest rates per annum are attached hereto as **Exhibit A**.

The purchase price for the Certificates shall be \$33,150,310.29 (representing the par amount of the Certificates, plus an offering premium of \$3,538,175.55, and less an underwriting discount of \$112,865.26).

Delivered to the Issuer herewith as a good faith deposit is a corporate check of the Representative, on behalf of the Underwriters, payable to the order of the Issuer in the amount of \$330,000 (the "**Good Faith Check**"). If the Issuer does not accept this offer, the Issuer shall promptly return the Good Faith Check to the Representative. If it accepts this Agreement, the Issuer agrees to hold the Good Faith Check uncashed until the Closing (as defined herein). At the Closing and upon the delivery of the Certificates, the Issuer shall return the Good Faith Check to the Representative and the Underwriters shall pay the Issuer the entire purchase price of the Certificates. If the Issuer fails to deliver the Certificates at the Closing, or if the Issuer shall be unable to satisfy the conditions of the obligations of the Underwriters set forth in this Agreement (unless waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement (including the termination of this Agreement), the Issuer shall promptly return the Good Faith Check to the Representative and such return shall constitute a full release and discharge of all claims and rights hereunder of the Underwriters against the Issuer, except that the respective obligations of the Issuer and the Underwriters set forth in this Section (with respect to the good faith check) and Sections 5, 9 and 11 hereof shall continue in full force and effect. If the Underwriters fail (other than for a reason permitted herein) to accept delivery of and to pay for the Certificates at the Closing as herein provided, the Issuer shall retain and cash the Good Faith Check as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and, except as set forth in this Section (with respect to the Good Faith Check) and Sections 5, 9 and

11 hereof, which shall continue in full force and effect, neither party shall have any further rights against the other hereunder. No interest shall be paid by the Issuer upon the principal amount of the Good Faith Check.

(b) **Certificate of Interested Parties.** Each of the Underwriters represents that it has either (1) submitted, prior to or on the date hereof, a completed Certificate of Interested Parties Form 1295 (“*Form 1295*”) generated by the Texas Ethics Commission’s (the “*TEC*”) electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the applicable rules adopted by the TEC (found at 1 Tex. Admin. Code § 46.1-46.5) or (2) provided written notice that it is exempt from filing a Form 1295, which states that the Underwriter is a publicly-traded business entity (as described in Section 2252.908(c)(4), Texas Government Code, as amended) or a wholly-owned subsidiary of a publicly-traded business entity and identifies the publicly-traded business entity that allows them to utilize the exemption. The Underwriters and the Issuer understand that neither the Issuer nor its consultants have the ability to verify the information included in a Form 1295, and neither the Issuer nor its consultants have an obligation, nor have undertaken any responsibility, for advising the Underwriters with respect to the proper completion of the Form 1295 other than, with respect to the Issuer, providing the identification number required for the completion of the Form 1295.

(c) **Representations and Warranties of Underwriters.**

(1) **Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, each Underwriter 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. The foregoing verification is made solely to enable the Issuer to comply with such section and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) **Iran, Sudan and Foreign Terrorist Organizations.** Each Underwriter 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, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene

applicable federal law and excludes the Underwriter 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.

(3) No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each Underwriter 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. The foregoing verification is made solely to enable the Issuer to comply with such section and to the extent such section does not contravene applicable federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(4) No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each Underwriter 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. The foregoing verification is made solely to enable the Issuer to comply with such section and to the extent such section does not contravene applicable federal or Texas law. As used in the foregoing verification and the following definitions: (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s

refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, (b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(5) Affiliate. As used in **Subsections (1) through (4)** above, each Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(6) Attorney General Standing Letter. Each Underwriter represents that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in **Subsections (1) through (4)** above in a form accepted by the Texas Attorney General. In addition, if any Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "**Comptroller Request Letter**"), such Underwriter shall promptly notify the Issuer and Co-Bond Counsel (if it has not already done so) and provide to the Issuer or Co-Bond Counsel, two (2) business days prior to Closing and additionally upon request by the Issuer or Co-Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the "**Bringdown Verification**"). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or

majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

(d) **Extraordinary Assignment.** The Representative hereby represents that neither it nor its parent company, a wholly- or majority-owned subsidiary or any other affiliate of the Representative has received a Comptroller Request Letter. If the other Underwriter (other than the Representative) or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives a Comptroller Request Letter, and has not provided a Bringdown Verification in a form accepted by the Texas Attorney General for the delivery of his approving opinion at Closing, then, notwithstanding any provision in the agreement among the Underwriters related to the Certificates (the "AAU") to the contrary, all right, title, and interest of such Underwriter in, to, and under this Agreement and the AAU, shall be assigned to and assumed by the Representative, without any further action on the part of the Underwriters or the Issuer.

2. ***Public Offering.*** The Underwriters agree to make a *bona fide* public offering of all of the Certificates at prices not to exceed the public offering prices (or yields not less than the reoffering yields) set forth on the inside cover pages of the Official Statement and may subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 3 hereof, the Underwriter also reserves the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Certificates at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without notice; provided, however, that no such actions shall affect the certification of the original issue price of the Certificates as provided below. Subject to the provisions of **Section 3** hereof, after the initial public offering, the Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on the inside cover pages of the Official Statement.

3. ***Establishment of Issue Price of the Certificates.*** Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(a) **Definitions.** For purposes of this section, the following definitions apply:

(1) **"Public"** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(2) **"Participating Underwriter"** means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriters to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Certificates to the Public).

(3) “**Related Party**” means any two or more persons who are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(4) “**Sale Date**” means the date of execution of this Agreement by all parties.

(b) **Issue Price Certificate.** The Representative, on behalf of the Participating Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at or before Closing the Issue Price Certificate (substantially in the form attached hereto as **Exhibit B**), together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer, and Tax Counsel, to accurately reflect, as applicable, the initial offering price (the “*Initial Offering Price*”) or prices or the sales price or prices to the Public of the Certificates. Delivery of the Issue Price Certificate to Bond Counsel shall constitute delivery of the same to the Issuer. As applicable, all actions to be taken by the Issuer under this Section to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer’s Financial Advisor.

(c) **Substantial Amount Test.** The Issuer will treat the Initial Offering Price at which at least ten percent (a “*Substantial Amount*”) in principal amount of each maturity of the Certificates is sold to the Public as of the Sale Date (the “*Substantial Amount Test*”) as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the Substantial Amount Test). Those maturities of the Certificates which do not satisfy the Substantial Amount Test (the “*Hold-the-Price Maturities*”) are identified on Schedule I hereto (and will be identified in the Issue Price Certificate) and will be subject to the Hold-the-Price Restriction (as hereinafter defined). At or promptly after the execution of this Agreement (but in any event, on the same day of execution), the Representative shall report to the Issuer the price or prices at which the Underwriters have offered and sold to the Public each maturity of the Certificates.

(d) **Hold-the-Price Restriction.** The Representative, on behalf of the Underwriters, agrees that the Participating Underwriters will neither offer nor sell any of the unsold Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for any such Hold-the-Price Maturity during the period starting on the Sale Date and ending on the earlier of the following: (i) the close of the fifth business day after the Sale Date; or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity. The restriction described to in this subparagraph (d) is herein referred to as the “*Hold-the-Price Restriction*.”

The Representative shall promptly advise the Issuer when the Participating Underwriters have sold a Substantial Amount of each such Hold-the-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price for such Hold-the-Price Maturity, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires and (iii) in the event that an Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Participating Underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter shall be liable for the failure of any other Participating Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement regarding the Hold-the-Price Restriction as applicable to the Certificates.

(e) **Agreements among Participating Underwriters.** The Representative confirms that: (i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Certificates of each maturity allotted to it until it is notified by the Representative that either the Substantial Amount Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Certificates of each maturity allotted to it until it is notified by the Representative or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Representative or the applicable Participating Underwriter and as set forth in the related pricing wires.

(f) **Sale to Related Party.** The Underwriters acknowledge that sales of any Certificates to any person that is a Related Party to a Participating Underwriter shall not constitute sales to the Public for purposes of this section.

4. ***The Official Statement.*** The Issuer previously has delivered, or caused to be delivered, copies of the Preliminary Official Statement, which is dated November 17, 2022 (the “***Preliminary Official Statement***”), to the Underwriters in a “designated electronic format,” as defined in the MSRB Rule G-32 (“***Rule G-32***”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Certificates, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “***Rule***”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof (but including the information allowed to be omitted from the Preliminary Official Statement by the Rule) and (4) in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the “***Official Statement.***” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Representative deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(a) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the Issuer as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(b) The Issuer represents that it has reviewed and approved the information in the Official Statement, and the Issuer hereby authorizes the distribution and use of the Official Statement and the information contained therein by the Underwriters in connection with the public offering and the sale of the Certificates. In the Order, the Issuer has consented to and ratified the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Certificates, and further confirmed the authority of the Underwriters to use, and consented to the use of the final Official Statement with respect to the Certificates in connection with the public offering and sale of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not

object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(c) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Certificates), the Issuer becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will promptly prepare and furnish, at the Issuer’s own expense (in a form and manner acceptable to both the Issuer and the Representative), copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“*DTC*”) or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Representative to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 4(c) above) with the MSRB or its designee (including the MSRB’s Electronic Municipal Market Access (“*EMMA*”) system). Unless otherwise notified in writing by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

(e) The Official Statement contains all information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates.

5. **Representations, Warranties, and Covenants of the Issuer.** The Issuer hereby represents and warrants to and covenants with the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive Closing, that:

(a) The Issuer is a political subdivision of the State of Texas (the “*State*”) duly created, organized and existing under the Constitution and general laws of the State and has full legal right, power and authority under the Constitution and general laws of the State, including particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended, and Chapter 1371, Texas Government Code, as amended (collectively, the “*Act*”) will have full legal right, power and authority under the Act and the Certificate Order (i) to adopt, enter into, execute and deliver this Agreement, the Certificate Order (which contains the Undertaking defined in Section 7(j)(3) hereof) and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Certificate Order, the Undertaking and the documents required hereunder and thereunder to be executed and delivered by the Issuer are hereinafter referred to as the “*Issuer Documents*”) and the Official Statement, (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement. The Issuer has complied, and will at the Closing be in compliance, in all material respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Certificate Order and the issuance and sale of the Certificates on the terms set forth herein and as contemplated by the Issuer Documents and the Official Statement, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Certificates and the Issuer Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the Official Statement for use by the Underwriters in connection with the public offering of the Certificates and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(c) This Agreement constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to governmental immunity of political subdivisions and to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the other Issuer Documents, when duly executed and delivered (and assuming due authorization of any other party thereto), will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to governmental immunity of political subdivisions and to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Certificates, when issued, authenticated, delivered and paid for, in accordance with this Agreement and the Issuer Documents, will constitute legal, valid and binding obligations of the Issuer and enforceable in accordance with their terms, subject to governmental immunity of political subdivisions and to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; upon the issuance, authentication and

delivery of the Certificates as aforesaid, the Certificate Order will provide, for the benefit of the holders of the Certificates, the legally valid and binding pledge of the subordinate lien on the Issuer's hotel occupancy tax revenues and the proceeds of an annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the Issuer, as set forth in the Certificate Order.

(d) To the knowledge of the Issuer, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Certificates or any applicable judgment or decree or any loan agreement, order, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, and no event has occurred and is continuing that constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates and the Issuer Documents and the adoption of the Order and execution of the Officer's Pricing Certificate and compliance with the provisions on the Issuer's part contained therein will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, order, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Certificate Order.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter that are required for the due authorization of, that would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Issuer Documents, the issuance of the Certificates or the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained, except for the approval of the Certificates by the Attorney General of the State and the registration of the Certificates by the Comptroller of Public Accounts of the State, and such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates.

(f) The Certificates and the Certificate Order conform to the descriptions thereof contained in the Official Statement under the caption "THE CERTIFICATES"; the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the captions "PURPOSE AND PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" and the Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION."

(g) During the last five (5) years, the Issuer has not failed to comply in any material respect with its previous continuing disclosure undertakings made by it in accordance with the Rule;

(h) Except to the extent disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (i) affecting the existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of the Issuer's hotel occupancy tax revenues and levy and collection of the ad valorem taxes pledged to the payment of principal of and interest on the Certificates pursuant to the Certificate Order, (iii) in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, (iv) contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Certificate Order or the execution and delivery of the Issuer Documents, nor, to the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents.

(i) As of the date thereof and as of the date hereof, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that for all purposes of this Agreement, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of the DTC and its book-entry-only system.

(j) During the period beginning when the Official Statement is delivered to the Underwriters pursuant to paragraph (a) of Section 4 of this Agreement and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement or the Issuer has otherwise complied with paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Certificate Order and will not take or omit to take any action, which action or

omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates.

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request, at the expense of the Underwriters, (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative promptly of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(n) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Official Statement, the other historical financial information set forth in the Official Statement has been presented on a basis consistent with that of the Issuer's audited financial statements included in the Official Statement. There has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, since the date of such statements and information. Prior to the Closing, the Issuer will not take any action within or under its control that will cause an adverse change of a material nature in such financial position, results of operations or conditions, financial or otherwise, of the Issuer from that described in the Official Statement.

(o) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by any ad valorem taxes or the hotel occupancy tax revenues that will secure the Certificates without the prior approval of the Representative, which approval shall not be unreasonably withheld, conditioned or delayed.

(p) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(q) Except as otherwise provided in the Official Statement, during the last five years the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

(r) The Issuer covenants that between the date hereof and the Closing it will take no actions that will cause the representations and warranties made in this Agreement to be untrue as of Closing.

(s) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates and true, correct, complete, and legible copies of all correspondence or other communications relating thereto.

6. **Closing.** (a) At 10:00 a.m. Houston, Texas, time, on December 15, 2022, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the "**Closing Date**"), the Issuer will, subject to the terms and conditions hereof, deliver to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, in its capacity as paying agent/registrars for the Certificates (the "**Paying Agent/Registrar**"), the Initial Certificates registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Certificates duly executed and authenticated in the form and manner described below, and the Paying Agent/Registrar will accept such delivery and the Underwriters will, subject to the terms and conditions hereof, pay the purchase price of the Certificates, as set forth in Section 1 of this Agreement, in immediately available funds by federal funds wire transfer to or for the account of the Issuer (such events being referred to herein as the "**Closing**"). Payment for the Certificates as aforesaid shall be made at the offices of the Paying Agent/Registrar, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Certificates in definitive form shall be made through the facilities of DTC's book-entry-only system. The definitive Certificates shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Certificate for each maturity of the Certificates and registered in the name of Cede & Co., as nominee of DTC, all as provided in the Certificate Order, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed to by the Representative, the Certificates will be delivered under DTC's FAST delivery system.

7. **Closing Conditions.** The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the accuracy of the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall have been duly executed, delivered and authenticated, as applicable, shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall have been delivered and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates shall be deposited and applied as described in the Official Statement and in the Certificate Order and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Co-Bond Counsel and co-counsel to the Underwriters to deliver their respective opinions referred to hereafter.

(d) At the time of the Closing, all official actions of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Representative.

(e) At or prior to the Closing, the Order shall have been duly executed and delivered by the Issuer, the Officer's Pricing Certificate shall have been executed by an official authorized under the provisions of the Order, and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Certificates.

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement.

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(h) No suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency that is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Certificates or the consummation of the transactions described herein, or that, in the reasonable judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Co-Bond Counsel and co-counsel to the Underwriters.

(j) At or prior to the Closing, the Representative shall have received one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, in (i) a “designated electronic format” that meets the requirements of Rule G-32 and (ii) a printed format;

(2) The Order certified by the County Clerk of the Issuer under the Issuer’s seal as having been duly adopted by the Issuer and as being in effect, with such supplements or amendments as may have been agreed to by the Representative, and the Officer’s Pricing Certificate executed by an authorized representative of the Issuer;

(3) The Certificate Order, which in conjunction with the Officer’s Pricing Certificate shall contain the Continuing Disclosure Undertaking (the “*Undertaking*”) of the Issuer that satisfies the requirements of section (b)(5)(i) of the Rule;

(4) A copy of the opinion, dated on or prior to the date of Closing, of the Attorney General of the State approving the Certificates as required by law and a copy of the registration certificate of the Comptroller of Public Accounts of the State;

(5) The approving opinion of Co-Bond Counsel with the respect to the Certificates, in substantially the form attached to the Official Statement and a reliance letter with respect thereto addressed to the Underwriters;

(6) An opinion of Tax Counsel with the respect to the Certificates, in substantially the form attached to the Official Statement as APPENDIX B-2;

(7) A supplemental opinion of Co-Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Certificate Order has been duly adopted, and such instrument constitutes a legal, valid and binding obligation of the Issuer;

(ii) the Certificates are exempted securities under section 3(a)(2) of the Securities Act of 1933, as amended (the “*1933 Act*”), and the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”) and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Certificate Order under the Trust Indenture Act; and

(iii) the statements contained in the Official Statement on the cover page and in the sections entitled “INTRODUCTION,” “PURPOSE AND PLAN OF FINANCING,” “THE CERTIFICATES” (other than the information concerning DTC and the book-entry system) and “CONTINUING DISCLOSURE INFORMATION” insofar as such statements expressly summarize certain provisions of the Order and the Certificates; AND

(iv) the form and content of such counsel’s opinion attached as APPENDIX B-1 and B-2 to the Official Statement, are accurate in all material respects and further, such firms have reviewed the information appearing under the captions “TAX RATE LIMITATIONS,” “TAX MATTERS,” “LEGAL

INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS,” “REGISTRATION AND QUALIFICATION OF BONDS” and “LEGAL PROCEEDINGS” (first paragraph only) and such firms are of the opinion that legal matters contained under such captions is an accurate and fair description of the laws and legal issues addressed therein.

(8) An opinion dated the date of the Closing and addressed to the Issuer and the Underwriters, of Greenberg Traurig, LLP and Bates and Coleman PC, co-disclosure counsel, in substantially the form attached hereto as **Exhibit D**;

(9) The opinion of the County Attorney of the Issuer, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(i) No litigation is pending or, to the best of such counsel’s knowledge after due inquiry, threatened against the Issuer in any court in any way (A) affecting the titles of the officials of the Issuer to their respective positions, (B) seeking to restrain or to enjoin the issuance, sale or delivery of the Certificates, or the collection of taxes or revenues pledged or to be pledged to pay the principal of and interest on the Certificates, (C) contesting or affecting the validity or enforceability of the Certificate Order or the Issuer Documents, (D) contesting the completeness or accuracy of the Official Statement, or (E) contesting the powers of the Issuer or its authority with respect to the Certificate Order or the Issuer Documents; and

(ii) No litigation is pending or, to the best of such counsel’s knowledge after due inquiry threatened against the Issuer, the failure of which to describe under the caption “PENDING LITIGATION” constitutes an omission of a material fact necessary to make the statements therein, in the light of the circumstances under which they are to be made, not misleading.

(10) A letter, dated the date of the Closing and addressed to the Underwriters, of co-counsel for the Underwriters in substantially the form set forth in **Exhibit E**;

(11) A certificate, dated the date of Closing, signed by the Harris County Judge to the effect that (i) the representations and warranties of the Issuer contained herein or in any certificate or document delivered by the Issuer pursuant to the provisions hereof are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except to the extent disclosed in the Official Statement, no litigation, action, suit or proceeding or tax challenge against it is pending or, to her knowledge, threatened in any court or administrative body, nor is there a basis for litigation, that would (a) contest the right of the officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting taxes and other revenues or levying and collecting taxes or revenues pledged or to be pledged to pay the principal of and interest on the Certificates, or the pledge thereof, or that would otherwise adversely affect in a material manner the Issuer’s financial condition, its ability to pay the principal of and interest on the Certificates, or its ability to

consummate the transactions described herein; (iii) the official actions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Certificates and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; and (iv) to her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(12) A certificate, dated the Closing Date, signed by the Executive Director, Office of Management and Budget or Deputy Executive Director, Office of Management and Budget of Harris County, or the County Judge, which certificate may be combined with the certificate required in Section 7(j)(10) above, in form and substance satisfactory to the Representative, to the effect that (i) the financial statements of the Issuer as of February 28, 2022, fairly represents the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Official Statement, since February 28, 2022, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since February 28, 2022, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(13) A certificate of the Issuer in form and substance satisfactory to Co-Bond Counsel and co-counsel to the Underwriters setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be “arbitrage bonds” or “private activity bonds” within the meaning of Section 148 and 141, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(14) Evidence that a Form 8038-G relating to the Certificates has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limits;

(15) A copy of the Blue Sky Survey with respect to the Certificates;

(16) Acknowledgment of Deloitte & Touche LLP, independent certified public accountants, of the inclusion in the Official Statement of the audited financial statements

of the Issuer, and their report thereon, for the Issuer's fiscal year ended February 28, 2022, which acknowledgment may be in the form of an e-mail;

(17) Evidence in a form acceptable to the Representative that the Certificates have been rated "AAA" by S&P Global Ratings and "AAA" by Kroll Bond Rating Agency, LLC, and that such ratings are in effect as of the date of Closing; and

(18) Such additional legal opinions, certificates, instruments and other documents as the Representative, Co-Bond Counsel or co-counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

8. **Termination.** The Representative shall have the right to cancel the Underwriters' obligation to purchase the Certificates and terminate this Agreement (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates) if, between the date of this Agreement and the Closing, the market price or marketability of the Certificates or the legal ability of the Underwriters to enforce contracts for the sale of Certificates shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates, or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein.

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of

the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Certificate Order is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect.

(c) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Certificates have been sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriters.

(d) A general suspension of trading in securities on the New York Stock Exchange or any other major exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange on the trading of securities not now in force.

(e) A general banking moratorium declared by federal, State of New York, or State officials authorized to do so.

(f) The New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change occurs subsequent to the date hereof and is not due to the malfeasance of the Underwriters.

(g) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Certificates.

(h) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur.

(j) There shall have occurred, since the date hereof, (i) any new material outbreak or escalation of hostilities involving the United States (including, without limitation, an act of terrorism), or (ii) new material other national or international calamity or crisis; or any material

adverse change in the financial, political or economic conditions affecting the United States including, but not limited to, an escalation of hostilities that existed prior to the date hereof.

(k) Any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement and the Issuer refuses to permit the Official Statement to be so amended or supplemented.

(l) There shall have occurred any downgrading, suspension, withdrawal or published negative change in credit watch or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked to furnish a rating on the Certificates) on any of the Issuer's debt obligations that are secured in a like manner as the Certificates, which action reflects a negative change in the ratings accorded any such obligations of the Issuer (including any rating to be accorded the Certificates).

(m) A material disruption in securities settlement, payment or clearance services shall have occurred in the United States securities market, which disruption is ongoing at the Closing Date.

(n) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Certificates, including the underlying obligations as described in this Agreement or the Official Statement, or any document relating to the issuance, offering or sale of the Certificates, is or would be in violation of any provision of the federal securities laws at the Closing Date, including 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act.

(o) The purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission which prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

With respect to the conditions described in subparagraph (o) above, the Representative is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights hereunder.

9. **Expenses.** The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates; (ii) the fees and disbursements of Co-Bond Counsel and the Financial Advisor to the Issuer; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees for bond ratings; (v) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar for the Certificates; (vii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (viii) the out-of-pocket, miscellaneous and

closing expenses, including the cost of travel, meals, transportation and lodging of the officers of the Issuer; and (ix) any other expenses mutually agreed to by the Issuer and the Representative in writing to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

(a) The Issuer shall be under no obligation to pay and the Underwriters shall pay (from the expense component of the underwriting discount): (i) the cost of preparation and printing of this Agreement and the Blue Sky Survey, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by it in connection with the public offering of the Certificates, including the fees and disbursements of co-counsel retained by the Underwriters. The Underwriters shall be responsible for any expenses voluntarily incurred by the Underwriters at their discretion (including, but not limited to travel, lodging, meals, and similar expenses). The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charged by the Municipal Advisory Council of Texas ("*MAC*"). The MAC is a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being reimbursed as part of the issuance of the Certificates.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Certificates.

10. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at the address first shown above, Attention: Harris County Auditor, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to the Representative, PNC Capital Markets LLC, at 200 Crescent Court, Suite 400, Dallas, Texas 75201, Attention: Dirk Spoons.

11. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the Underwriters without prior written consent of the other party hereto. All of the representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

12. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

15. **Business Day.** For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

16. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. The delivery of copies of this Agreement as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted by electronic mail or facsimile, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of originals for all purposes.

18. **No Personal Liability.** None of the members of the Commissioners Court, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

19. **Representative Capacity.** Any authority, right, discretion or other power conferred upon the Underwriters or the Representative under any provision of this Agreement may be exercised by the Representative, and the Issuer shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Underwriters.

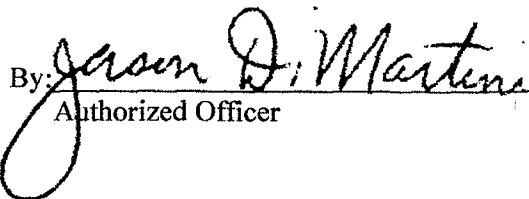
20. **Entire Agreement.** This Agreement, including all attached Exhibits and Schedules, represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the sale of the Certificates.

[Execution Page to Follow]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

PNC CAPITAL MARKETS LLC,
as Representative of the Underwriters

By: 
Authorized Officer

APPROVED AND ACCEPTED on November 29, 2022, at 2:25 o'clock a.m./(p.m.) as
of the date hereof:

HARRIS COUNTY, TEXAS

By: 
Authorized Representative

SCHEDULE I

Underwriters

PNC Capital Markets LLC
Stern Brothers & Co.
Oppenheimer & Co., Inc.

**EXHIBIT A
THE CERTIFICATES**

**\$29,725,000
HARRIS COUNTY, TEXAS
TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2022**

MATURITY SCHEDULE

<u>Maturity (August 15)^(a)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Yield^(b)</u>
2024	2,365,000	5.000%	2.700%
2025	2,480,000	5.000	2.740
2026	2,605,000	5.000	2.800
2027	2,735,000	5.000	2.840
2028	2,875,000	5.000	2.900
2029	3,015,000	5.000	2.950
2030	3,170,000	5.000	2.970
2031	3,325,000	5.000	3.000
2032	3,490,000	5.000	3.020
2033	3,665,000	5.000	3.040

^(a) All maturities satisfied the Substantial Amount Test.

^(b) The initial offering yields of the Certificates are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time; subject, however, to the provisions of the Agreement to which this Schedule is attached.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PNC Capital Markets LLC, which acted as the lead underwriter (the “*Representative*”) of the underwriting group (the “*Underwriting Group*”), hereby certifies as set forth below with respect to the sale and issuance of the \$29,725,000 Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the “*Certificates*”) by the Harris County, Texas (the “*Issuer*”).

1. ***Sale of the General Rule Maturities.*** As of the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in **Schedule A**.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the “*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as **Schedule B**.

(b) As set forth in the Purchase Agreement, the members of the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is November 29, 2022.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Certificates to the Public).

PNC CAPITAL MARKETS LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2022

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE
MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT C

FORM OF

CERTIFICATE OF [UNDERWRITING][SELLING] GROUP MEMBER

I, the undersigned officer of _____ (the “Member”), acting on behalf of itself and the Retail Distribution Partners, make this certification in connection with the \$29,725,000 Harris County, Texas Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the “Certificates”) issued by the Harris County, Texas (the “Issuer”).

1. I hereby certify as follows in good faith as of the Issue Date of the Certificates:

(a) I am the duly chosen, qualified and acting officer of the Member for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Member. I am the officer of the Member charged, along with other officers of the Member, with responsibility for the Certificates.

(b) Other than the Underwriting Group Members[, the Selling Group Members] and the Retail Distribution Partners, the Member has not entered into a written contract directly or indirectly with another person to participate in the initial sale of the Certificates to the Public.

(c) The Member and the Retail Distribution Partners have neither offered nor sold any bonds of a Held Maturity to any person a price that is higher than the initial offering price for such Held Maturity set forth on the inside cover of the Official Statement prepared in connection with the Certificates during the Hold Period for such Held Maturity.

2. For purposes of this Certificate, the following definitions apply:

(a) “Held Maturity” means the Certificates maturing in the years [none].

(b) “Hold Period” means, with respect to a Held Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the at least 10% of such Held Maturity had been sold to the Public at a price no higher than the initial offering price for such Held Maturity set forth on the inside cover of the Official Statement prepared in connection with the Certificates during the Hold Period for such Held Maturity.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(d) “Related Party” means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one

corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) “Retail Distribution Partner[s]” means (i) [MEMBER TO FILL IN LEGAL NAMES OF EACH PARTY TO A RETAIL DISTRIBUTION AGREEMENT WITH THE FIRM].

(f) “Sale Date” means the first day on which there is a binding contract in writing for the sale or exchange of the Certificates. The Sale Date of the Certificates is November 29, 2022.

(g) [“Selling Group Members” means (i) [PNC TO FILL IN LEGAL NAMES OF EACH PARTY TO SELLING GROUP AGREEMENT].]

(h) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

(i) “Underwriting Group Members” means PNC Capital Markets LLC, Stern Brothers & Co. and Oppenheimer & Co., Inc.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and Norton Rose Fulbright US LLP, Houston, Texas, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates.

[EXECUTION PAGE FOLLOWS]

EXECUTED as of this _____ day of _____, 2022.

[NAME OF MEMBER]

By: _____

Name: _____

Title: _____

EXHIBIT D

Form of Opinion of Co-Disclosure Counsel

[DATE]

HARRIS COUNTY, TEXAS
Houston, Texas

PNC CAPITAL MARKETS LLC
as Representative
Houston, Texas

**Re: \$ _____ Harris County, Texas Tax and Subordinate Lien Revenue
Certificates of Obligation, Series 2022**

Ladies and Gentlemen:

We have served as Co-Disclosure Counsel to Harris County, Texas (the “Issuer”) with respect to the issuance of the above-referenced bonds (the “Certificates”). In that connection, we have reviewed (1) the Order adopted by the Commissioners Court of Harris County, Texas on November 15, 2022, authorizing the issuance of the Certificates, (2) an Officer’s Pricing Certificate dated November 29, 2022, providing the terms of the Certificates, (3) the Preliminary Official Statement for the Certificates, dated November 17, 2022 (the “Preliminary Official Statement”); and (4) the Official Statement for the Certificates dated November 29, 2022 (the “Official Statement”).

Based upon our participation in the preparation of the Preliminary Official Statement and the Official Statement, which does not include our independent inquiry or investigation into the accuracy, completeness or fairness of the statements contained therein, nothing has come to our attention to lead us to believe that the Preliminary Official Statement and the Official Statement (except for financial, statistical or technical data therein, and the information regarding The Depository Trust Company and its book-entry system, including Appendices A and D, about which we are not called upon to comment), as of their dates or as of the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material facts required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

You are reminded that this opinion expresses our professional judgment as to the legal issues explicitly addressed herein. We express no opinion as to any matters not specifically covered by the foregoing opinion. In rendering this opinion we do not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of any future performance of the parties to the transaction, nor does this opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

In addressing the opinions herein to the Representative of the Underwriters, we have not represented the Underwriters in any matters relating to the delivery of the Certificates, and have not advised the Underwriters with respect to such matters except as specifically stated herein.

Our opinions herein are limited in all respects by the federal laws of the United States of America and the laws of the State of Texas, and we do not express any opinion as to the applicability of or the effect thereon of the laws of any state or other jurisdiction.

This opinion may only be relied upon by the addressees hereof and by other persons to whom we grant written permission to rely hereon.

Respectfully submitted,

EXHIBIT E

Form of Letter of Co-Counsel to the Underwriters'

[CLOSING DATE]

PNC CAPITAL MARKETS LLC
STERN BROTHERS & CO.
OPPENHEIMER & CO., INC.
c/o PNC Capital Markets LLC
200 Crescent Court, Suite 400
Dallas, Texas 75201

Re: \$29,725,000 Harris County, Texas Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (the "**Certificates**")

Ladies and Gentlemen:

We have served as counsel to you, as the Underwriters, in your purchase of the Certificates issued by the Harris County, Texas (the "**Issuer**"). Capitalized terms used herein shall, unless otherwise defined herein, have the respective meanings set forth in the Bond Purchase Agreement dated November 29, 2022 (the "**Agreement**").

For the purposes of rendering the opinion set forth herein, we have reviewed:

(1) order adopted by the Harris County Commissioners Court (the "**Commissioners Court**") on November 15, 2022 authorizing the issuance of the Certificates and containing other matters (the "**Certificate Order**");

(2) the officer's pricing certificate dated November 29, 2022, signed by an authorized representative of the Issuer and duly authorized to approve the terms of pricing and sale for the Certificates (the "**Pricing Certificate**" and, together with the Certificate Order, "**Order**");

(3) the Preliminary Official Statement for the Certificates, dated November 17, 2022 (the "**Preliminary Official Statement**"); and

(4) the Official Statement for the Certificates, dated as of November 29, 2022 (the "**Official Statement**").

In making such examinations, we have assumed, with your consent, (i) the genuineness of all signatures of the parties to the Agreement, (ii) the authenticity of all documents submitted to us as originals, (iii) the conformity to original documents of all documents submitted to us as certified or photostatic copies thereof, (iv) the authenticity of the originals of the documents referred to in the immediately preceding clause (iii), (v) the due authorization, execution and delivery of the Order by authorized officers of the Issuer, (vi) that the Issuer has full power, authority and legal right to enter into and perform its obligations under the Certificates and the

Order, (vii) that the Certificates and the Order constitute the valid, binding and enforceable obligations of the Issuer and (viii) the correctness and accuracy of all the facts set forth in all certificates and reports identified in this opinion.

As to questions of fact material to such opinions, we have, with your consent, and without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the Issuer made in the Agreement.

Our opinions set forth below are limited solely to the laws of the United States of America. We have not considered and express no opinion on the laws of any other jurisdiction.

We have assumed, with your consent and without independent verification, for the purpose of the opinions expressed herein that no mutual mistake, misunderstanding or fraud exists with respect to any of the matters relevant to such opinions. We have also assumed, with your consent, that the Issuer and its agents have acted in good faith and that consummation of the transactions contemplated by the Agreement has complied or will comply with any requirement of good faith, fair dealing and conscionability.

Based on the foregoing, and subject to the qualifications set forth above, we are of the opinion that based on (a) our review of the documents described above, (b) our discussions with Norton Rose Fulbright US LLP, Houston, Texas and West and Associates, LLP, Houston, Texas, as counsel to the Issuer in connection with the offering of the Certificates ("**Co-Bond Counsel**") and with you, (c) our review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Certificates on the date hereof and (d) such other matters as we deem relevant, the Certificates are exempt securities under the Securities Act of 1933, as amended (the "**1933 Act**"), and the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), and it is not necessary, in connection with the offering and sale of the Certificates, to register any securities under the 1933 Act and the Order is not required to be qualified under the Trust Indenture Act. Further, the Continuing Disclosure Agreement contained in the Order is in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

In addition, based upon our examination of the Preliminary Official Statement and the Official Statement and our participation at conferences with representatives of the Issuer and its counsel and with representatives of the Underwriters at which the Preliminary Official Statement, the Official Statement and related matters were discussed, and although we have not independently verified the information in the Preliminary Official Statement or Official Statement and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than (A) the financial statements and related schedules thereto, including the notes thereto and the independent registered public accounting firm's report thereon, (B) the other financial, forecast, technical, accounting and statistical data that is included or incorporated by reference therein, or omitted

therefrom, and (C) the information regarding The Depository Trust Company and its book-entry-only system.

The qualification as to whether matters have “come to our attention” means that, during the course of our representation described in this letter, no information has come to the attention of the specific attorneys of Haynes and Boone, LLP or Bratton & Associates who were actively involved in the transaction evidenced by the Certificates and the Certificate Order that would give such attorneys current actual knowledge of the existence of the facts so qualified. Furthermore, although this opinion is written on behalf of both Haynes and Boone, LLP and Bratton & Associates, matters may have “come to the attention” of attorneys at either of the two firms independently of the other firm and without the other firm having knowledge of such matters. Therefore, neither firm shall be held to have had knowledge of matters that have come to the attention of attorneys at the other firm, and the opinion should be read as so limited. In no case shall Haynes and Boone, LLP, on the one hand, or Bratton & Associates on the other hand, be held to be responsible for the knowledge or actions of the other firm in rendering this opinion. Except as set forth herein, we have not undertaken any investigation (including the review of any public records) to determine the existence of such facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise

This opinion (i) has been furnished to you at your request, and we consider it to be a confidential communication that may not be furnished, reproduced, distributed or disclosed to anyone without our prior written consent; provided, that this clause (i) shall not be deemed to prohibit you from furnishing, reproducing, distributing or disclosing this opinion as required to establish proof of your due diligence in connection with a proceeding arising out of your participation as an Underwriter in the offering of the Certificates, (ii) is rendered solely in connection with the transactions contemplated by the Agreement, and may not be relied upon by any other person or for any other purpose without our prior written consent, (iii) is rendered as of the date hereof, and we undertake no, and hereby disclaim any kind of, obligation to advise you of any changes or any new developments that might affect any matters or opinions set forth herein and (iv) is limited to the matters stated herein, and no opinions may be inferred or implied beyond the matters expressly stated herein.

Very truly yours,

COSTS OF ISSUANCE
FOR THE CERTIFICATES

Harris County, Texas Tax & Subordinate Lien Revenue Certificates of Obligation, Series 2022		
Cost of Issuance		
	<u>Firm</u>	<u>Amount</u>
Bond Rating	Standard & Poor's	\$27,750.00
Bond Rating	Other	\$20,000.00
Bond Counsel	Norton Rose Fulbright	
Co-Bond Counsel	West and Associates	\$41,578.97
Disclosure Counsel	Greenberg Traurig	
Co-Disclosure Counsel	Bates & Coleman PC	\$28,273.70
Annual Paying Agent Fee	The Bank of New York Mellon Trust Company, N.A	\$750.00
Auditor	Deloitte	\$7,500.00
Printing		\$2,500.00
Houston Chronicle Notice Publication		\$8,469.18
Attorney General's Fee		\$9,500.00
Miscellaneous Costs of Issuance		\$3,988.44
Total Costs of Issuance		\$150,310.29

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 RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS RELATING TO THE HARRIS COUNTY, TEXAS, TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, ESTABLISHED BY AN OFFICERS PRICING CERTIFICATE RELATING THERETO; AFFIRMING SUCH OFFICERS PRICING CERTIFICATE; AND CONTAINING OTHER MATTERS RELATING THERETO

adopted by such Commissioners Court at a regular meeting, open to the public, held on _____, 2023, 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 _____, 2023.

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

By: _____

(SEAL)