

ORDER AMENDING ORDERS AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES B AND D AND GENERAL OBLIGATION UNLIMITED TAX COMMERCIAL PAPER NOTES, SERIES C

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 January 10, 2023, and the roll was called of the duly constituted members of such Commissioners Court, to-wit:

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

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

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

Yes No Abstain

Lina Hidalgo
Rodney Ellis
Adrian Garcia
Tom S. Ramsey, P.E.
Lesley Briones

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

ORDER AMENDING ORDERS AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES B AND D AND GENERAL OBLIGATION UNLIMITED TAX COMMERCIAL PAPER NOTES, SERIES C

WHEREAS, by orders adopted on December 30, 1997, August 6, 2002, April 22, 2008 and April 26, 2016, the Commissioners Court (the “Commissioners Court”) of Harris County, Texas (the “County”) approved for issuance Harris County, Texas General Obligation Commercial Paper Notes, Series B (the “Series B Program” or “Series B Notes”) and a credit agreement between the County and State Street Bank, with an expiration date of August 19, 2027, providing a line of credit for the payment of the principal portion of the Series B Notes;

WHEREAS, by orders adopted on December 30, 1997, August 6, 2002, April 22, 2008, April 26, 2016, December 4, 2018, December 14, 2021 and November 15, 2022 the Commissioners Court (the “Commissioners Court”) of Harris County, Texas (the “County”) approved for issuance Harris County, Texas General Obligation Unlimited Tax Commercial Paper Notes, Series C (the “Series C Program” or “Series C Notes”) and a credit agreement between the County and Sumitomo Mitsui Banking Corporation, acting through its New York branch, with an expiration date of December 9, 2025, providing a line of credit for the payment of the principal portion of the Series C Notes;

WHEREAS, by orders adopted on September 29, 1998, November 2, 1999, August 6, 2002, April 22, 2008, February 11, 2014, April 26, 2016, October 23, 2018, June 30, 2020 and November 15, 2022 the Commissioners Court approved for issuance Harris County, Texas General Obligation Commercial Paper Notes, Series D, Series D-2 and Series D-3 (the “Series D Program” or “Series D Notes”) (the Series B Program, Series C Program and the Series D Program, collectively, the “Programs” and the Series B Notes, Series C Notes and the Series D Notes, collectively, the “Notes”) and a credit agreement between the County and JPMorgan Chase Bank, National Association, with an expiration date of August 19, 2025, providing a line of credit for the payment of the principal portion of the Series D Notes;

WHEREAS, at an election held on November 8, 2022 (the “2022 Election”), the voters of the County approved three propositions (the “Propositions”) as follows:

Proposition No.	Amount	Purpose
1	\$100,000,000	Constructing, improving, renovating, equipping and acquiring land and interest in land, buildings, facilities, courthouses and related equipment for public safety purposes (“public safety purposes”)
2	\$900,000,000	Construction, maintenance, operation and road drainage of macadamized, graveled or paved roads, or in aid thereof, including acquiring land and rights-of-way therefor, road drainage, bike lanes, sidewalks and shared use paths, and replacement and improvement of road bridges and culverts

		("road purposes")
3	\$200,000,000	Constructing, improving, renovating, equipping and acquiring land and interest in land, buildings and facilities for county parks and recreational purposes ("park purposes")

WHEREAS, the County is authorized by Chapter 1371, Texas Government Code, as amended, and the 2022 Election to issue \$100,000,000 in Series D Notes for public safety purposes, \$900,000,000 for road purposes and \$200,000,000 for park purposes, in addition to all prior authorization;

WHEREAS, the County is authorized by Article III, Section 52 of the Constitution of the State of Texas, Article 726, Vernon’s Texas Civil Statutes, Chapter 1371, Texas Government Code, as amended, and the 2022 Election to issue \$900,000,000 in Series C Notes for road purposes, in addition to all prior authorization;

WHEREAS, the County is authorized by Article VIII, Section 9 of the Texas Constitution of the State of Texas, Chapter 331, Texas Local Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the 2022 Election to issue \$200,000,000 in Series B Notes for park purposes, in addition to all prior authorization;

WHEREAS, consistent with the amount of the bonds authorized at the 2022 Election for park purposes, the total amount of Series B Notes and Series D Notes that may be issued for park purposes pursuant to such election may not exceed \$200,000,000;

WHEREAS, consistent with the amount of the bonds authorized at the 2022 Election for public safety purposes, the total amount of Series C Notes and Series D Notes that may be issued for road purposes pursuant to such election may not exceed \$900,000,000;

WHEREAS, the Commissioners Court has determined that it is in the best interests of the County to add the Propositions as additional authority for the issuance of the Notes without increasing the maximum authorized aggregate principal amount of any of the Programs;

WHEREAS, pursuant to Section 6.1 of the Orders (defined below), the County may modify or amend the Orders, without notice to or the consent of any owner of Outstanding Notes, at any time to change the Authorized Purposes with respect to any unissued Notes; and

WHEREAS, to evaluate and proceed with such amendment, the County acknowledges having a substantial need for specialized legal services in the area of municipal finance law and federal tax and securities law in order to advise the County on matters relating to the administration of procedures required in connection with the amendment of the Orders, and such legal services cannot be adequately performed by the attorneys and supporting personnel of the County;

WHEREAS, the specialized legal services cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard

to the outcome of the matter, because of the nature of the matter for which the services will be obtained, to wit: the matter comprises the amendment of the Order and payment for such specified legal services will only occur upon the successful closing of the transaction;

WHEREAS, in connection with the foregoing, the Commissioners Court wishes to authorize the engagement of Note Counsel (as defined herein) in connection with the amendment of the Orders, and such further actions that may be taken incident to the amendment of the Orders, as provided herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the orders authorizing the issuance of the Programs (individually, the “Series B Order,” “Series C Order” and “Series D Order” and, collectively, the “Orders”) and the credit agreements related thereto.

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

Section 1. Ratification and Confirmation of Orders and Approval of Amended and Restated Orders; Approval of Updated Offering Memoranda.

(a) The Orders, substantially in the forms attached hereto as Exhibits A-1, A-2 and A-3 (collectively, the “Amended and Restated Orders”) are hereby approved and confirmed in all respects.

(b) In connection with the issuance and sale of the Notes, the Commissioners Court hereby approves the preparation of updated offering memoranda consistent with the terms of the Amended and Restated Orders that may be necessary or desirable for the issuance of the Notes, and the dealers for such Notes are hereby authorized to use the updated offering memoranda in the offering of the Notes, subject to the terms, conditions and limitations contained therein and further subject to such amendments or additions thereto as may be approved by the Authorized Representative (as defined herein).

Section 2. Statement of Purpose of Amendments. The Commissioners Court hereby deems the amendments to the Orders to be necessary and desirable and finds and determines that such amendments are being approved for the purpose of changing the Authorized Purposes with respect to unissued Notes, as provided in Section 6.1(a)(vi) of the Orders.

Section 3. Engagement of Note Counsel; Costs of Issuance.

(a) The Commissioners Court hereby approves the engagement in connection with the amendment of the Orders of note counsel (“Note Counsel”). The County Judge is hereby authorized to enter into a letter agreement with note counsel.

(b) The Deputy Executive Director, Office of Management and Budget (the “Authorized Representative”) is hereby authorized to pay the cost and expenses of the transactions contemplated herein, including Note Counsel’s fees and expenses and the fees of the Attorney General of the State of Texas, from the proceeds of the Notes.

Section 4. Ratifying Other Actions. All other actions taken by the Commissioners Court the County Judge, the County Attorney, the County Treasurer, the County Auditor, the County Budget Officer and the Deputy Executive Director, Office of Management and Budget (collectively, the “County Officials”) in connection with the amendment of the Orders and the issuance of the Notes are hereby ratified and confirmed to the extent consistent with the provisions of this Order. If inconsistent, the terms of this Order shall prevail.

Section 5. Authorization for Certain Other Actions. The County Officials shall be and are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the Loan Notes or to protect the interests of the County. In addition, the County Officials are hereby authorized to execute and/or deliver any or other instruments requested by the Attorney General of the State of Texas concerning the County’s ad valorem tax levy and its issuance of the Notes.

Section 6. Exhibits Incorporated Herein. All of the terms and provisions of each of the documents listed below as an exhibit shall be and are hereby incorporated into and made a part of this Order for all purposes:

- Exhibit A-1 — Form of Amended and Restated Series B Order
- Exhibit A-2 — Form of Amended and Restated Series C Order
- Exhibit A-3 — Form of Amended and Restated Series D Order

Section 7. Effective Date. This Order shall be in full force and effect from and upon its adoption.

Section 8. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 9. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

ADOPTED, PASSED AND APPROVED this 10th day of January, 2023.

HARRIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

(SEAL)

[Signature Page to Order]

EXHIBIT A-1

FORM OF AMENDED AND RESTATED SERIES B ORDER

FOURTH AMENDED AND RESTATED ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 FOR THE PURPOSE OF PROVIDING MONEY FOR CERTAIN AUTHORIZED PURPOSES; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE COUNTY IN THE SELLING AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, DELIVERY AND SECURITY OF THE NOTES, INCLUDING THE APPROVAL OF AN OFFERING MEMORANDUM AND RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS OF THE ISSUING AND PAYING AGENCY AGREEMENT, CREDIT AGREEMENT, AND A COMMERCIAL PAPER DEALER AGREEMENT

WHEREAS, Harris County, Texas (the "County") is authorized by Article VIII, Section 9 of the Constitution of the State of Texas, Chapter 331 and an election held within the County on November 6, 2001 (the "2001 Election") to issue \$60,000,000 in bonds for the purpose of acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservation purposes and to provide for the payment of the principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits provided by law, on all taxable property within the County;

WHEREAS, the County is further authorized by Article VIII, Section 9 of the Constitution of the State of Texas, Chapter 1473, Texas Government Code, as amended, to issue \$15,000,000 in bonds for the purpose of paying the costs of acquiring land for and purchasing, constructing, repairing, equipping and improving buildings and other permanent improvements to be used for County library purposes and to provide for the payment of the principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits provided by law, on all taxable property within the County;

WHEREAS, Chapter 1431, Texas Government Code, as amended ("Chapter 1431") and other applicable law authorize the County to issue notes for certain authorized purposes, and to provide for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits provided by law, on all taxable property within the County without necessity of voter approval;

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

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

WHEREAS, on December 30, 1997, the Commissioners Court of the County adopted an order (the "Order") (1) authorizing the issuance of the County's General Obligation Commercial Paper Notes, Series B (the "Notes") in a maximum aggregate principal amount of \$22,000,000 Outstanding at any time and (2) approving the Amended and Restated UBS Credit Agreement, dated January 1, 1998, with Union Bank of

Switzerland, New York Branch (“UBS”), pursuant to which UBS agreed to provide a line of credit with respect to the principal portion of the Notes, the County’s General Obligation Commercial Paper Notes, Series A (the “Series A Notes”) and the County’s General Obligation Unlimited Tax Commercial Paper Notes, Series C (the “Series C Notes”);

WHEREAS, on December 5, 2000, the Commissioners Court adopted an order approving a Substitute Credit Agreement (the “Substitute Credit Agreement”), dated as of December 1, 2000, with The Bank of Nova Scotia, acting through its New York Agency, and Lloyds TSB Bank plc, New York Branch (together, the “Credit Provider”) pursuant to which the Credit Provider agreed to provide a line of credit with respect to the principal portion of the Notes, Series A Notes and Series C Notes;

WHEREAS, on August 6, 2002, the Commissioners Court adopted an order, among other actions, (1) amending the order in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes, (2) declaring its intention to allow the Series A Program to expire by its own terms on March 1, 2003, (3) reallocating \$18,000,000 of the Commitment under the Substitute Credit Agreement supporting the Series A Notes to the Notes and \$60,000,000 of the Commitment under the Substitute Credit Agreement supporting the Series A Notes to the Series C Notes, (4) increasing the maximum aggregate principal amount of the Notes to \$40,000,000 Outstanding at any time, (5) approving an Amended and Restated Substitute Credit Agreement, Second Amended and Restated Dealer Agreement, Second Amended and Restated Issuing and Paying Agency Agreement and updated Offering Memorandum with respect to the Notes and (6) authorizing the issuance of Notes for library projects, including projects not authorized at an election;

WHEREAS, at an election (the “2007 Election”) held on November 6, 2007, the voters of the County approved a proposition (the “Proposition”) in the amount of \$95,000,000 for the purpose of Acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservation purposes, which may include joint facilities with other political subdivisions (“park purposes”);

WHEREAS, on April 22, 2008, the Commissioners Court adopted an order, among other actions, (1) amending the order in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes and (2) approving an updated Offering Memorandum with respect to the Notes;

WHEREAS, at an election held on November 3, 2015 (the “2015 Election”), the voters of the County approved a proposition in the amount of \$60,000,000 for the purpose of acquiring, constructing and improving land, buildings, or in the aid and maintenance thereof for parks (“park purposes”)

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

WHEREAS, on July 15, 2016, the Commissioners Court adopted that certain First Amendment to the Credit Agreement and that certain First Amendment to Fee Letter with respect to the Notes;

WHEREAS, on July 30, 2019, the Commissioners Court adopted that certain Second Amendment to the Credit and that certain Second Amendment to Fee Letter with respect to the Notes;

WHEREAS, on July 19, 2022, the Commissioners Court adopted that certain Third Amendment to the Credit and that certain third Amendment to Fee Letter with respect to the Notes;

WHEREAS, at an election held on November 8, 2022 (the “2022 Election”), the voters of the County approved a proposition in the amount of \$200,000,000 for constructing, improving, renovating, equipping and acquiring land and interest in land, buildings and facilities for county parks and recreational purposes;

WHEREAS, the County is authorized by Article VIII, Section 9 of the Texas Constitution of the State of Texas, Chapter 331, Texas Local Government Code, as amended, Chapter 1371, Texas Government, as amended, and the 2007 Election, the 2015 Election and the 2022 Election to issue an additional \$95,000,000, \$60,000,000, and \$200,000,000 respectively, in Notes for park purposes;

WHEREAS, the County hereby ratifies and confirms that the Credit Agreement (hereinafter defined) constitutes a “credit agreement” within the meaning of Chapter 1371;

WHEREAS, arrangements relating to this financing have been settled and the County hereby ratifies and confirms that the issuance of the Notes and the prior execution and delivery of the Credit Agreement and the Loan Notes (hereinafter defined), subject to the terms, conditions and limitations therein prescribed, have been approved and are ratified and confirmed at this time;

WHEREAS, the County intends to refinance the Notes and any Loan Notes under the previously approved Credit Agreement with refunding bonds issued under Chapter 1207, Texas Government Code, as amended, which bonds are expected to be issued as fixed-rate obligations (at then current market rates for similarly rated tax-exempt debt) payable in substantially equal annual installments of debt service (when principal and interest are considered annually in the aggregate) over a total term of forty (40) years; and

WHEREAS, this Fourth Amended and Restated Order constitutes a restatement of the Order, as amended on January 10, 2023;

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. DEFINITIONS. Throughout this Order (except in the FORM OF NOTES), in addition to the terms defined in the recitals of this Order, the following terms and expressions used herein shall have the meaning specified in this Section.

“2001 Election” means that election held within the County on November 6, 2001 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2007 Election” means that election held within the County on November 6, 2007 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2015 Election” means that election held within the County on November 3, 2015 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and

provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2022 Election” means that election held within the County on November 8, 2022 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“Act” means Chapter 1371 and 1431, Texas Government Code, as amended.

“Attorney General” means the Attorney General of the State of Texas.

“Authorized Denomination” means, with respect to the Notes, \$100,000 principal amount, and integral multiples of \$1,000 thereafter.

“Authorized Purposes” means the purposes for which Notes may be issued, as described in Section 2.1 (b) hereof, as the same may be modified or amended from time to time pursuant to Section 6.1(a)(vi).

“Authorized Representative” means that person designated as the Authorized Representative in writing and delivered to the Issuing and Paying Agent and the Dealer pursuant to Section 3.5 hereof. The initial Authorized Representatives shall be the County Judge, the County Clerk, the Executive Director, Office of Management and Budget or Deputy Executive Director, Office of Management and Budget or such person(s) designated in writing by the County Judge, County Clerk, Executive Director, Office of Management and Budget or the Deputy Executive Director, Office of Management and Budget to serve in such capacity pursuant to Section 3.5 hereof.

“Business Day” means any day other than (i) a Saturday, Sunday or other day on which commercial banks located in the states of New York or Texas are authorized or required by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

“Commissioners Court” means the Commissioners Court of Harris County, the governing body of the County.

“Commitment” means the maximum amount available to be drawn as Loans under the Credit Agreement for the payment of principal on the Notes, as such amount may be reduced and reinstated from time to time as provided in the Credit Agreement.

“County” means Harris County, Texas.

“Credit Agreement” means the credit agreement, as amended, with respect to the Notes previously entered into between the County and the Credit Provider pursuant to Section 3.3, which is hereby ratified and confirmed, as such agreement from time to time may be amended or supplemented in accordance with the terms thereof, or any other credit agreement(s) between the County and Credit Provider(s) provided in lieu thereof in accordance with the provisions of Section 3.3. The Credit Agreement may provide credit, liquidity or both, and may be in any form and may bear any title so long as it constitutes a credit agreement within the meaning of the Act.

“Credit Provider” means any provider of credit pursuant to a Credit Agreement. The Credit Provider is State Street Bank and Trust Company.

“Dealer” means the County’s commercial paper dealer or co-dealers appointed pursuant to Section 3.4 of this Order.

“Dealer Agreement” means the agreement between the County and the Dealer dated August 6, 2002, the terms and conditions of which were previously approved and are hereby ratified and confirmed, as the same shall from time to time be in effect, pursuant to the provisions of Section 3.4 hereof.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Letter of Representations” means an agreement by and among the County, the Issuing and Paying Agent and DTC, substantially in the form attached hereto as **Exhibit B**, regarding DTC’s services as securities depository for the Notes and DTC’s book-entry only system of transfer for the Notes.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing operations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlements of securities transactions among DTC Participants.

“Elections” means, together, the 2001 Election, 2007 Election, 2015 Election and 2022 Election.

“Fiscal Year” means the fiscal year of the County, currently beginning on October 1 of any year and ending on the last day of September of the next succeeding year.

“Interest Rate” means the interest rate borne by any Note.

“Issuing and Paying Agent” means, U.S. Bank Trust Company, National Association, when acting in such capacity, or any successor issuing and paying agent appointed pursuant to this Order.

“Issuing and Paying Agency Agreement” means that agreement between the County and the Issuing and Paying Agent, dated August 29, 2002, the terms and conditions of which were previously approved and are hereby ratified and confirmed.

“Loan” means a loan to the County pursuant to the Credit Agreement.

“Loan Note” means any promissory note executed and delivered by the County to the order of the Credit Provider to evidence a Loan made by the Credit Provider to the County under the Credit Agreement.

“Master Note” means the form of Note issued in book-entry form only and registered in the name of Cede & Co., as nominee of DTC or another securities depository pursuant to Section 2.8, which is intended to evidence the County’s aggregate obligations under the Notes.

“Maximum Rate” means the lesser of (i) maximum “net effective interest rate” allowable under Chapter 1204, Texas Government Code, as amended, which is currently 15%, or (ii) such lesser maximum rate as shall from time to time be authorized by Commissioners Court, which initially shall be 10%; provided with respect to obligations payable to the Credit Provider pursuant to the Credit Agreement and the related Fee Letter (as defined in the Credit Agreement) the Maximum Rate shall mean the maximum “net effective interest rate” allowable under Chapter 1204 Texas Government Code.

“Maximum Maturity Date” means, (i) with respect to any Note issued on or after April 15, 2008 and not pursuant to the 2007 Election, April 15, 2023 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of the proceedings relating to the amendments to the Order approved by the Commissioners Court on April 22, 2008), (ii) with respect to any Note issued pursuant to the 2007 Election or the 2015 Election, April 15, 2038, and (iii) with respect to any Note issued pursuant to the 2022 Election, January 1, 2053; provided, however, that no Note may mature beyond the maximum maturity date approved at the Election pursuant to which the issuance of such Note has been authorized.

“Notes” means the County’s General Obligation Commercial Paper Notes, Series B, authorized by this Order, and, whenever such Notes are authorized to be issued in book-entry-only form pursuant to Section 2.8, such term shall refer to the County’s obligations under the Notes, which obligations shall be evidenced by one or more Master Notes as herein provided.

“Order” means this order authorizing the issuance and sale of the Notes, as it may from time to time be amended or supplemented pursuant to the provisions contained herein.

“Outstanding” means, as of the date of determination, all Notes therefore delivered under this Order, except:

(1) Notes therefore cancelled and delivered to the County or to the Issuing and Paying Agent for cancellation;

(2) Notes upon transfer of or in exchange for and in lieu of which other Notes have been delivered pursuant to this Order; and

(3) Notes under which obligations of the County have been released, discharged or extinguished in accordance with the terms thereof;

provided, however, that while the Notes are issued in book-entry only form, as authorized by Section 2.8, “Outstanding” shall mean, as of the date of determination, all Notes theretofore authorized to be issued under such book-entry only system and not theretofore released, discharged or extinguished in accordance with the terms of such book-entry system or the terms of this Order.

“Person” means any individual, corporation, partnership, joint venture, unincorporated association, association, trust, joint stock company, unincorporated organization, government or government agency or other legal entity capable of carrying on a trade or business.

“Principal Amount” means, with respect to any Note, the stated principal amount of such Note, and with respect to any Loan or Loan Note, the outstanding principal balance thereof

“Register” means the books of registration for the Notes maintained by the Issuing and Paying Agent.

“Registered Owner” or “Owner” means the Person or entity in whose name any Note is registered in the Register.

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

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

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

Section 1.3. INTERPRETATIONS. The table of contents, titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

ARTICLE II

AUTHORIZATION OF NOTES

Section 2.1. GENERAL AUTHORIZATION. (a) Pursuant to authority conferred by and in accordance with the provisions of the Elections, the Act and all other applicable law, including Chapters 1201, 1371 and 1473, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, the Notes shall be and are hereby authorized to be issued in an aggregate Principal Amount not to exceed FORTY MILLION DOLLARS (\$40,000,000) Outstanding at any one time, in accordance with and subject to the terms, conditions and limitations contained herein, for the purposes of (1) financing projects described in Section 2.1(b) hereof and (2) refinancing, renewing or refunding Notes or Loan Notes issued pursuant to the provisions hereof; provided, however, that the Principal Amount of Notes authorized to be issued hereunder shall be reduced by the Principal Amount of Notes or Loan Notes issued pursuant to an Election and paid by the County other than by means of a refunding or a refinancing through the issuance of Notes or through Loans. The Loan Notes shall be and are authorized to be issued in a Principal Amount not to exceed FORTY MILLION DOLLARS (\$40,000,000), for the purpose of evidencing the County's obligation to repay Loans, if any, made by the Credit Provider to the County pursuant to the Credit Agreement; provided, however, that the aggregate Principal Amount of Notes and Loans at any time evidenced by Outstanding Notes and the Loan Notes shall never exceed \$40,000,000. For purposes of this Section 2.1, any portion of Outstanding Notes or the Loan Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Notes or other obligations of the County issued on the day of calculation, including Loans, shall not be considered Outstanding. Subject to any limitations contained herein, in the Elections and in the Act, the authority to issue Notes from time to time under the provisions of this Order shall exist until the Maximum Maturity Date.

(b) The Notes may be issued for the following purposes: (1) acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservation purposes in the amount of \$60,000,000, as more fully described, authorized and provided in the legal proceedings of the 2001 Election; (2) acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservation purposes, which may include joint facilities with other political subdivisions, in the amount of \$95,000,000, as more fully described, authorized and provided in the legal proceedings of the 2007 Election; (3) acquiring, constructing and improving land, buildings or in the aid or maintenance thereof for park purposes, in the amount of \$60,000,000, as more fully described, authorized and provided in the legal proceedings of the 2015 Election, provided that the amount of Notes issued for park purposes pursuant to the 2015 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series D Program for park purposes pursuant to the 2015 Election, may not exceed \$60,000,000; (4) constructing, improving, renovating, equipping and acquiring land and interest in land, buildings and facilities for county parks and recreational purposes, in the amount of \$200,000,000, as more fully described, authorized and provided in the legal proceedings of the 2022 Election, provided that the amount of Notes issued for park purposes pursuant to the 2022 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series D Program for park purposes pursuant to the 2022 Election, may not exceed \$200,000,000; and (5) paying contractual obligations incurred or to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for the County's authorized needs and purposes, to wit: acquiring, constructing, improving, enlarging, equipping or repairing public library buildings. Notes may also be issued to refinance, renew or refund Notes, Loans, Loan Notes, and to pay the costs and expenses of the issuance of the Notes, including fees for professional services.

On each date that the Notes are initially issued (*i.e.*, other than to refinance, renew or refund Notes or Loan Notes), the Authorized Representative shall designate the Authorized Purposes for which such Notes are issued and the Election pursuant to which such Notes are issued.

Section 2.2. TERMS APPLICABLE TO NOTES. (a) The Notes shall be designated “Harris County, Texas, General Obligation Commercial Paper Notes, Series B” and shall be dated as of their date of issuance. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, the Notes are authorized to be issued, sold and delivered from time to time in such Principal Amounts (in Authorized Denominations) and bearing interest at such Interest Rates (not to exceed the Maximum Rate) payable at maturity of each Note as determined by an Authorized Representative, numbered in ascending consecutive numerical order in the order of their issuance and to mature and become due and payable on such date as an Authorized Representative shall determine at the date of sale; provided, however, that no Note shall (i) mature after the Maximum Maturity Date, (ii) have a term in excess of 270 days, (iii) have a term beyond the third Business Day prior to the scheduled expiration date for the Credit Agreement relating to such Note or (iv) be issued at any time that a “no issuance notice” has been issued by the Credit Provider pursuant to the Credit Agreement which provides that such Note would not be entitled to the security provided by the Credit Agreement; and further provided, however, that no Loan Note shall mature after the Maximum Maturity Date.

(b) The Notes shall be issued in registered form without interest coupons. The principal of and interest on the Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Owners or holders thereof, upon presentation and surrender of the Notes at the principal corporate trust office of the Issuing and Paying Agent.

Section 2.3. FORM OF NOTES. The Notes and the Certificate of Authentication to appear on each of the Notes and any Master Notes shall be substantially in the forms set forth in **Exhibit A** to this Order, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Order, and may have such letters, numbers or other marks of identification, including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association (“CUSIP Numbers”), such legends and endorsements thereon and such opinions of bond counsel as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Note or Master Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note or Master Note. The Notes and Master Note shall be printed, lithographed, engraved or produced in any other similar manner, or typewritten, all as determined and approved by the Authorized Representative.

Section 2.4. EXECUTION; AUTHENTICATION. (a) The Notes shall be executed for and on behalf of the County by the County Judge and countersigned by the County Clerk and registered by the County Treasurer, under the County’s seal reproduced or impressed thereon and attested by the County Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers on the date of passage of this Order shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or any of them shall cease to hold such offices at the time of the initial sale and delivery of any Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in **Exhibit A**, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified or registered and delivered.

Section 2.5. ISSUING AND PAYING AGENT. (a) The prior selection and appointment of U.S. Bank Trust Company, National Association, to serve as the Issuing and Paying Agent for the Notes is hereby ratified and confirmed. The Issuing and Paying Agency Agreement previously entered into with the Issuing and Paying Agent is hereby ratified and confirmed. Execution and delivery of the Issuing and Paying

Agency Agreement by the County Judge or another Authorized Representative and any other documents called for thereunder (including any amendments required pursuant to Section 2.8 in order to implement a book-entry system for the Notes and any authorizations with respect to the investment of any County funds held by the Issuing and Paying Agent) is also hereby ratified and confirmed. Pursuant to the terms of Chapter 1371, the County delegates to the Authorized Representative the authority to appoint, replace or consent to the replacement or appointment of any Issuing and Paying Agent and/or to execute and enter into or to consent on behalf of the County a Paying Agent/Registrar Agreement.

(b) The County covenants to maintain and provide an Issuing and Paying Agent at all times while the Notes are Outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any state and authorized under such laws to exercise trust powers. If a change in the Issuing and Paying Agent for the Notes occurs, the County agrees to promptly cause a written notice thereof to be published in a financial newspaper or journal of general circulation in the City of New York, New York, once during each calendar week for at least two calendar weeks. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Owners.

(c) The Issuing and Paying Agent, upon reasonable request from the County; will provide to the County a list of all Outstanding Notes setting forth the Principal Amount, the issue date, the Note number, the maturity date and the rate and amount of interest for each Outstanding Note.

(d) Amounts held by the Issuing and Paying Agent which represent principal of and interest on the Notes remaining unclaimed after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Issuing and Paying Agent in accordance with the provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.6. NOTES MUTILATED, LOST OR DESTROYED OR STOLEN. If any Note shall become mutilated, the County, at the expense of the Registered Owner of such Note, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Note so mutilated. If any Note shall be lost destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County and the Issuing and Paying Agent and if such evidence shall be satisfactory to them and indemnity satisfactory to them shall be given, the County, at the expense of the Registered Owner, shall cause the Issuing and Paying Agent to authenticate and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. In the event any such Note shall have matured, the Issuing and Paying Agent, instead of issuing a duplicate Note, may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the County nor the Issuing and Paying Agent shall be required to treat both the original Note and any duplicate Note as being Outstanding for the purpose of determining the Principal Amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same. The County and the Issuing and Paying Agent may charge the Registered Owner of such Note their reasonable fees and expenses for such service.

Section 2.7. NEGOTIABILITY, REGISTRATION AND EXCHANGEABILITY. The Notes issued hereunder are negotiable instruments under the laws of the State of Texas and investment securities under the terms of Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended, and each successive Registered Owner in accepting any of the Notes shall be conclusively deemed to have agreed that such Notes shall be and have all of the qualities and incidents of negotiable instruments and investment securities under such laws.

The Issuing and Paying Agent shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Issuing and Paying Agent shall provide for the registration and transfer of the Notes in accordance with the terms of this Order. The Issuing and Paying Agent shall also keep a copy of the Register in the State of Texas at the Issuing and Paying Agent's office in Houston, Texas, and such copy shall be kept current by the Issuing and Paying Agent.

Notes may be exchanged by the Registered Owners for other Notes of like tenor and character and of Authorized Denominations and having the same issue date, maturity and Interest Rate and of like aggregate Principal Amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the office of the Issuing and Paying Agent. Whenever any Notes are so surrendered for exchange, the Issuing and Paying Agent shall deliver new Notes of like tenor and character as the Notes exchanged, registered to the original Registered Owner, to any successor Registered Owner, executed on behalf of, and furnished by, the County, to the Registered Owner thereof requesting the exchange.

The County and the Issuing and Paying Agent may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange. The Issuing and Paying Agent or the County may also require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any exchange shall evidence the same debt as the Notes surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered.

The County reserves the right to change the exchange provisions at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the State of Texas or of the United States of America in effect at the time of issuance thereof. The Issuing and Paying Agent shall be promptly notified of any change in the exchange provisions of the Notes.

Section 2.8. THE DEPOSITORY TRUST COMPANY. (a) The County has determined to issue the Notes in book-entry form and hereby appoints The Depository Trust Company, New York, New York ("DTC") to serve as the initial securities depository for the Notes and to maintain a book-entry only system of recording the ownership and transfer of ownership of beneficial interests in the Notes in accordance with this Section 2.8. So long as DTC acts as the securities depository for the Notes, the County's obligations with respect to the Notes shall be evidenced by one or more Master Notes (in lieu of individual certificates representing each of the individual Notes) registered in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Master Notes and held in the custody of DTC.

(b) Notwithstanding any provision of this Order to the contrary, unless the County shall otherwise direct, one or more Master Notes (evidencing all of the County's obligations under the Notes) shall be issued in lieu of individual Notes, which Master Notes shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Master Notes, and held in the custody of DTC. Beneficial owners of Notes will not receive physical delivery of Notes except as provided hereinafter as long as DTC shall continue to serve as securities depository for the Notes as provided herein, all transfers and beneficial ownership interests in the Notes will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership interests in the Notes is to receive, hold or deliver any Notes; provided, that, if DTC fails or refuses to act as securities depository for the Notes, the County shall take the actions necessary to provide for the issuance of certificates to the Registered Owners of such Notes.

With respect to Master Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Issuing and Paying Agent shall have no responsibility or obligation to any DTC Participant or to any

person on behalf of whom a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Issuing and Paying shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any notice with respect to the Notes, including any notice of redemption or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to the principal of, premium, if any, or interest on the Notes.

(c) In the event that (i) DTC determines not to continue to act as securities depository for the Notes (which determination shall become effective not less than ninety (90) days after written notice to such effect is given to the County and the Issuing and Paying Agent); (ii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that DTC is incapable of discharging its responsibilities described herein and in the DTC Letter of Representations; or (iii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that it is in the best interests of the beneficial owners of the Notes not to continue DTC's book-entry only system of transfer for the Notes, then the County shall use its best efforts to appoint a successor securities depository, qualified to act as such under Section 17A of the Securities Exchange Act of 1934, as amended. In the event of such an appointment, the County shall notify (a) DTC of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (b) DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Master Notes and Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

In the event that the County fails to appoint a successor securities depository for the Notes, the County shall execute and cause to be authenticated and delivered replacement Notes, in certificate form, to the beneficial owners of the Notes.

(d) Notwithstanding any other provision of this Order to the contrary, as long as any Master Notes or the Notes are registered in the name of Cede & Co., as nominee of DTC, (i) all payments with respect to the principal of and interest on the Notes and all notices with respect to such Notes shall be made and given, respectively, in accordance with DTC's Letter of Representations; (ii) the requirements of this Order of holding, delivering or transferring Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC, and (iii) delivery of the Master Notes and the Note will be in accordance with arrangements among the County, the Issuing and Paying Agent and DTC.

(e) If at any time DTC ceases to hold the Master Notes or the Notes in book-entry only form, all references herein to DTC shall be of no further force or effect.

(f) The terms and provisions of the DTC Letter of Representations are hereby approved, and the County Judge is hereby authorized to execute and deliver such DTC Letter of Representations on behalf of the County in multiple counterparts, and the County Clerk is hereby authorized and directed to attest thereto and to place the County's seal thereon.

Section 2.9. NOTE PAYMENT ACCOUNT. (a) The prior establishment of the "Harris County, Texas, General Obligation Commercial Paper Notes, Series B Payment Account" (the "Note Payment Account") is hereby ratified and confirmed. The Note Payment Account shall contain the following subaccounts:

- (i) Interest Payment Subaccount; and
- (ii) Principal Payment Subaccount (which may contain within it one or more subaccounts for Loans).

(b) The County shall deposit into the Interest Payment Subaccount of the Note Payment Account no later than the first Business Day of each month (and more frequently as needed) amounts sufficient to pay all interest on the Notes maturing in such month and all interest on the Loan Notes payable in such month for which there are not amounts already on deposit in the Interest Payment Subaccount, which amounts shall be used for the purpose of paying interest on maturing Notes and interest on the Loan Notes.

(c) The proceeds from the sale of Notes issued for the purpose of refunding, renewing and refinancing the Principal Amount of other Notes issued under this Order shall be deposited to the credit of the Principal Payment Subaccount of the Note Payment Account and shall be used for the purpose of paying the Principal Amount of maturing Notes or the Principal Amount of the Loan Notes.

(d) The proceeds of Loans under the Credit Agreement shall be deposited to the credit of the Principal Payment Subaccount (or a special subaccount therein for such purpose) of the Note Payment Account and used solely for the purpose of paying the Principal Amount of maturing Notes.

(e) To the extent funds described in subsection (c) and (d) above are not available or sufficient for the payment of the Principal Amount of the Notes and the Loan Notes as they mature, the County shall pay to the Issuing and Paying Agent such additional amounts as shall be necessary for such purpose for deposit into the Principal Payment Subaccount of the Note Payment Account to be used for such purpose.

(f) In order to assist the County in fulfilling its obligations under Article VII, or if otherwise beneficial to the County, the Authorized Representative may request that separate accounts or subaccounts be established for the Notes, all of which shall constitute the Note Payment Account.

(g) On or before each maturity date of Notes or Loan Notes, the County shall transfer from the Note Payment Account to the Issuing and Paying Agent an amount equal to the principal and interest payable on such Notes or Loan Notes on such date, together with an amount equal to all bank charges and others costs and expenses relating to such payment.

Section 2.10. CANCELLATION. All Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the Principal Amount thereof and payment of interest thereon at the Interest Rate or are surrendered for exchange pursuant to the provisions hereof shall, upon payment or issuance of new Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the County, and the County thereafter shall have the custody of all thereof.

Section 2.11. FISCAL AND OTHER AGENTS. In furtherance of the purposes of this Order, the County may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes. Notice of any such appointment shall be provided promptly to the Credit Provider.

ARTICLE III

ISSUANCE AND SALE OF NOTES; CREDIT AGREEMENT; AND DEALER

Section 3.1. ISSUANCE AND SALE OF NOTES. (a) Subject to applicable terms, limitations and procedures contained herein, the Notes may be sold in such manner, at public or private sale, and bearing interest at such Interest Rates as an Authorized Representative shall approve at the time of sale thereof.

(b) The Notes shall be sold at par and delivered by the Issuing and Paying Agent in accordance with telephonic, computer or written instructions of the Authorized Representative and in the manner specified below and in the Issuing and Paying Agency Agreement. If such instructions are given by telephone, they shall be confirmed by facsimile transmission, electronically or in writing. Such instructions shall specify such Principal Amounts, Interest Rates, dates of issue, maturities and other terms and conditions which are hereby authorized and permitted to be fixed by an Authorized Representative at the time of sale of the Notes.

Section 3.2. PROCEEDS OF SALE OF NOTES. A Note Proceeds Account (and subaccounts therein) for the Notes may be created or established. Proceeds from each sale of the Notes (other than Notes issued to refund, renew or refinance other Notes, Loans or Loan Notes) shall be deposited into the Note Proceeds Account (or subaccounts therein). Amounts in such account shall be used for Authorized Purposes, including costs of issuance.

Section 3.3. CREDIT PROVIDERS AND CREDIT AGREEMENTS. (a) The First Amendment to the Credit Agreement and Second Amendment to the Credit Agreement were previously approved along with the related First Amendment to Fee Letter and Second Amendment to Fee Letter (each as defined in the Credit Agreement) and the terms and conditions are hereby ratified, confirmed, and the execution and delivery of the Credit Agreement and any other documents called for thereunder by the County Judge is hereby ratified and confirmed. The Commissioners Court has determined that the Credit Agreement constitutes a “credit agreement” within the meaning of the Act.

(b) The County reserves the right to substitute one or more Credit Agreements for the Credit Agreement, with one or more Credit Providers, so long as:

(i) such substitution (or any assignment of all or any part of any Credit Agreement) takes effect on the Business Day on which all then Outstanding Notes are scheduled to mature;

(ii) such substitution (or any assignment of all or any part of any Credit Agreement) does not cause any rating agency then rating the Notes to withdraw, lower or suspend its short-term rating assigned to any Notes then Outstanding, as evidenced by written notice to the County;

(iii) the substitute Credit Agreement shall have a term of at least 271 days or until at least three Business Days after the last maturing Note;

(iv) the substitute Credit Agreement shall not cause the County to violate its covenants in Section 5.2 hereof; and

(v) the substitute Credit Agreement shall be approved by the Attorney General of Texas to the extent required by law.

(c) So long as any Notes remain Outstanding, the County covenants to maintain a Credit Agreement in full force and effect, pursuant to the terms of Section 5.2 of this Order.

(d) The County Judge is hereby authorized and directed to execute and deliver from time to time (and the County Clerk may attest) requests for or agreements relating to the extension of the term or final maturity of any Credit Agreement from time to time in effect and to take such other action as shall be necessary to obtain extensions of the term of any such Credit Agreement up until the Maximum Maturity Date or until such time as a substitute Credit Agreement is authorized hereunder.

Section 3.4. COMMERCIAL PAPER DEALER; DEALER AGREEMENT. So long as any Notes remain Outstanding, the County shall maintain in full force and effect an agreement pursuant to which it

shall have appointed a Dealer for the Notes. The Dealer Agreement by and between the County and Goldman Sachs & Co., as the initial Dealer, pertaining to the sale, from time to time, of Notes or the purchase of Notes from the County, all for the fees as set forth in the Dealer Agreement, the terms and conditions of which were previously approved, is hereby ratified and confirmed. The prior execution and delivery of the Dealer Agreement by the County Judge is hereby ratified and confirmed. The County expressly reserves the right, without prior notification to or consent from the Owners of any Outstanding Notes to enter any supplemental agreements with the Dealer or with any successor Dealer selected by the County.

Section 3.5. AUTHORIZED REPRESENTATIVE. So long as any Notes remain Outstanding, the County shall at all times appoint an Authorized Representative for the purposes set forth in the Order, the Issuing and Paying Agency Agreement, the Credit Agreement and the Dealer Agreement and for the purpose of renewing any existing Credit Agreement upon the terms and conditions set out therein and herein. The persons from time to time holding the titles of Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby designated as the initial Authorized Representatives. The Authorized Representative shall have the authority to appoint (subject to the requirements of this Order, the Issuing and Paying Agency Agreement, the Credit Agreement and the Dealer Agreement) one or both of the Debt Manager, Office of Management and Budget and the Debt Management Analyst to act on behalf of the Authorized Representative. Any such appointment(s) shall be in writing and shall be delivered to the Dealer, Issuing and Paying Agent and Credit Provider within reasonable time after such appointment(s). The Authorized Representative is directed to follow such procedures and guidelines as may be adopted elsewhere with respect to the County's commercial paper programs. Such restrictions may include restrictions as to the amount of commercial paper notes that may be issued during any period of time or the Maximum Rate or amount of interest which such commercial paper notes may bear during such period of time, which limitations may be for budgetary purposes or otherwise as determined by the County. The County Judge may designate a commercial paper working group to meet periodically to assist in the development of such procedures and guidelines and to monitor the operation of the County's commercial paper programs.

Section 3.6. OTHER AGREEMENTS. To the extent permitted by the Act or other applicable law, but only to the extent not inconsistent with the terms of the Outstanding Notes, the County expressly reserves the right to enter into, purchase or otherwise obtain one or more other agreements, commitments or guarantees with respect to interest and interest rates on or related to the Notes (including, without limitation, agreements relating to interest rate caps, collars, indexing, swaps and otherwise) and with respect to any derivatives or derivative products which the County may from time to time authorize in connection with or relating to its obligations under the Notes and this Order without further approval of the Attorney General of the State of Texas.

ARTICLE IV

SECURITY AND PAYMENT OF NOTES

Section 4.1. SECURITY AND PLEDGE. To provide security for the payment of the principal of and interest on the Notes and amounts due under the Credit Agreement and the related Fee Letter, including the Loan Notes, as the same shall become due and payable, there is hereby granted a lien on and pledge of the following, subject to the provisions of this Order permitting the application thereof for the purposes and on the term and conditions set forth herein: (i) the proceeds from the sale of Notes from time to time hereafter issued to pay Principal Amounts of Outstanding Notes and the Principal Amount of the Loan Notes but not to exceed \$40,000,000 principal amount of Notes Outstanding at any one time; (ii) proceeds from the sale of refunding bonds issued by the County from time to time hereafter for the purpose of paying the Principal Amounts of and interest on the Notes and the Loan Notes; (iii) Loans drawn to pay the Principal Amounts

of Outstanding Notes; (iv) amounts held in each Note Payment Account established for the Notes; and (v) the proceeds of the tax levy set forth below in Section 4.2 below.

Section 4.2. TAX LEVY. (a) During any year while the Notes or the Loan Notes (including both principal and interest) are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the money required to provide for the payment of the interest thereon as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereon as such principal matures (but never less than 2% of the County's outstanding indebtedness, including the Principal Amount of the Notes and the Outstanding Principal Amount of the Loan Notes based upon any Loan then Outstanding at the time of such tax levy); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits provided by law, against all taxable property in the County for each year while any of the Notes or the Loan Notes or interest thereon are Outstanding; such tax shall be assessed and collected in each such year; and the proceeds of such tax shall be appropriated and applied to the payment of the interest on and principal of the Notes and the Loan Notes.

(b) There is hereby allocated, from lawfully available funds of the County, amounts sufficient to pay interest on the Notes reasonably anticipated to be issued and payable prior to the collection of the first tax levy for the Notes based upon Interest Rates actually authorized and/or the highest Interest Rates which the Authorized Representative is authorized to approve for payment during such period of time.

(c) In determining the amount of taxes to be levied and amount of other funds to be allocated to the payment of principal and interest on the Notes from and after the first tax levy, the County may take into account any other sources of funding that are lawfully available or are to be lawfully available for payment of such principal and interest on the Notes and may take into account the Credit Agreement and any legal limitation regarding the maximum rate or amount of interest that the Authorized Representative may be authorized to approve in the issuance and sale of Notes from time to time.

Section 4.3. INVESTMENT OF FUNDS. Pending its use, money in any funds, accounts and subaccounts established or maintained hereunder may be invested by the County, or at the direction of the County, in such investments as are permitted by the laws of the State of Texas and the written investment policy of the County; provided, however that such investment does not inhibit the punctual payment of the principal of and interest on the Notes and provided further that no funds allocable to the payment of principal of and interest on the Notes shall be invested in any investments that would cause the withdrawal, lowering or suspension of any rating then assigned to the Notes by any rating agency, as evidenced by written notice to the County.

ARTICLE V

COVENANTS OF THE COUNTY

Section 5.1. LIMITATION ON ISSUANCE. (a) Unless this Order and the Credit Agreement are amended and modified by the Commissioners Court in accordance with the provisions hereof, the County covenants and agrees that there will not be issued and Outstanding under this Order at any time more than \$40,000,000 in aggregate Principal Amount of Notes and Loan Notes.

(b) The County covenants and agrees that the total Principal Amount of all Notes Outstanding at any one time under this Order shall not exceed the available Commitment under the Credit Agreement.

(c) The County covenants and agrees that it shall limit the issuance of Notes in such a manner

that it will never cause an increase in the total Principal Amount of Notes and Loans Outstanding under this Order to exceed the amount for which the County has sufficient funds available for payment as the same become due and payable, taking into account the taxes levied by the County pursuant to Section 4.2 hereof plus all other amounts lawfully available to the County for such payment pursuant to the Credit Agreement and from other lawful sources.

Section 5.2. MAINTENANCE OF AN AVAILABLE CREDIT AGREEMENT. The County agrees and covenants that at all times while there are Outstanding Notes it will maintain one or more Credit Agreements providing essentially the same level of liquidity to the County as provided by the Credit Agreement, in a Commitment amount sufficient to pay the Principal Amount of all such Notes. No Notes shall be issued if to do so would cause the aggregate Principal Amount of all Notes covered by the Credit Agreement to exceed the Commitment under the Credit Agreement. The availability for borrowing of such amounts under the Credit Agreement may be subject to reasonable conditions precedent, including, but not limited to, bankruptcy of the County and absence of default by the County under any of its general obligation debt. In furtherance of the foregoing covenant, the County agrees that it will not issue any Notes or make any borrowings which will result in a violation of such covenant, will not amend the Credit Agreement in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for new Credit Agreements prior to, or contemporaneously with, the expiration of the Credit Agreement or any subsequent Credit Agreement.

ARTICLE VI

AMENDMENTS

Section 6.1. AMENDMENT OF ORDER. (a) Amendments Without Consent. This Order may be modified or amended at any time without notice to or the consent of any Owner of Outstanding Notes, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the County contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order for the purpose of more clearly expressing the intent of this Order;

(iii) To supplement the security for the Outstanding Notes issued hereunder, replace or provide additional Credit Agreements, or change the form of the Notes issued hereunder or make such other changes in the provisions hereof as the County may deem necessary or desirable and which shall not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes issued hereunder;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Notes issued hereunder, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Notes issued hereunder; To provide for the replacement of the Dealer or the Dealer Agreement or the Issuing and Paying Agent or the Issuing and Paying Agency Agreement as permitted herein;

(v) To change the Authorized Purposes with respect to any unissued Notes; or

(vi) To make any other modifications and amendments that will not become effective

until the earlier of (x) 270 days or (y) the Business Day next following the final maturity of the Notes Outstanding on the day such modification or amendment is adopted.

(b) Amendments With Consent. Subject to the other provisions of this Order, the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Order which may be deemed necessary or desirable by the County; provided, however that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Notes issued hereunder, the amendment of the terms and conditions in this Order or in the Notes so as to:

- (i) Make any change in the maturity of the Outstanding Notes issued hereunder;
- (ii) Modify the terms of payment of the principal of or interest on the Outstanding Notes issued hereunder, or impose any conditions with respect to such payment;
- (iii) Affect the rights of the Owners of less than all Notes issued hereunder then Outstanding; or
- (iv) Change the minimum percentage of the Principal Amount of Notes issued hereunder necessary for consent to such amendment.

(c) Notice. If at any time the County shall desire to amend this Order in a manner requiring the consent of the Owners of a majority in aggregate Principal Amount of Outstanding Notes, as provided in Section 6.1(b), the County shall cause notice of the proposed amendments to be sent not less than fourteen days prior to the date of approval of the amendments by the County by first class U.S. mail, postage prepaid, to each Owner at the address therefor shown on the Register at the close of business on the Business Day next preceding the date of mailing. Such notice shall briefly set forth the nature of the proposed amendments and the proposed effective date thereof and shall state that a copy thereof is on file at the office of the Authorized Representative and the principal corporate trust office of the Issuing and Paying Agent for inspection by all Owners of Notes issued hereunder.

(d) Receipt of Consents. Whenever at any time prior to the effective date of the proposed amendments the County shall receive an instrument or instruments executed by the Owners of at least a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, which instrument or instruments shall refer to the proposed amendments described in such notice and which specifically consent to and approve such amendments in substantially the form of the copy thereof on file as aforesaid, the amendments shall become effective, with County approval, in substantially the same form.

(e) Effect of Amendments. Upon the adoption by the County of any order to amend this Order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with the amendatory order, and the respective rights, duties and obligations of the County and all the Owners of then Outstanding Notes issued hereunder and all future Notes issued hereunder shall thereafter be determined, exercised and enforced under this Order, as amended.

(f) Consent Irrevocable. Any consent given by any Owner of Outstanding Notes issued hereunder pursuant to the provisions of this Section shall be irrevocable during the period commencing on the date of the County's receipt of the consent and ending on the proposed effective date stated in the County's notice, and shall be conclusive and binding upon all future Owners of the same Notes during such period. Such consent may be revoked at any time after the proposed effective date stated in the notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the County, but such

revocation shall not be effective if the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, prior to the attempted revocation, consented to and approved the amendment.

(g) Ownership. For the purpose of this Section, the fact of ownership of Notes hereunder by any Owner and the amount and the numbers of such Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Owner if such affidavit shall be deemed by the County to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by the County to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Notes described in such certificate. The County may conclusively assume that such ownership continues until it receives written notice to the contrary.

Section 6.2. NOTICES TO RATING AGENCIES. The Authorized Representative shall give to each credit rating agency that has issued a rating on the Notes notice of each proposed amendment to this Order, and each increase or decrease in the Commitment under or other amendment to the Credit Agreement.

Section 6.3. OTHER CONSENTS. The County further agrees to provide any notices to and obtain any consents from the Credit Provider, Dealer, Issuing and Paying Agent or others to the extent required by the Credit Agreement, Dealer Agreement and Issuing and Paying Agency Agreement.

ARTICLE VII

TAX COVENANTS

Section 7.1. TAX EXEMPTION. The County intends that the interest on the Notes shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Notes. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Notes (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Notes) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Notes to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Notes for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Notes to (i) provide funds for Authorized Purposes and (ii) to pay the costs of issuing the Notes. The County will not use any portion of the proceeds of the Notes to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Notes to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Notes will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Notes.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Notes are delivered, the County reasonably expects that the proceeds of the Notes will not

be used in a manner that would cause the Notes or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(e) At all times while the Notes are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Notes in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Notes and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Notes. To the extent necessary to prevent the Notes from constituting “arbitrage bonds,” the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Notes to be less than the yield that is materially higher than the yield on the Notes.

(f) The County will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Notes to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Notes will be invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Notes will be used to carry out the governmental purpose of the Notes within the three-year period beginning on the date of issue of the Notes.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Notes, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Notes as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Notes and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s length and had the yield on the Notes not been relevant to either party.

(j) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Notes on such form and in such place as the Secretary may prescribe.

(k) The County will not issue or use the Notes as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Notes are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Notes are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Notes and stating whether there are facts, estimates or circumstances that would materially change the County’s expectations. On or after the date of issuance of the Notes, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Note holders and any subsequent Note holder, and may be relied upon by the Note holders and any subsequent Note holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Notes to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County’s representations and obligations under the covenants and provisions of this Section 7.1 shall survive the defeasance and discharge of the Notes for as long as such matters are relevant to the exclusion of interest on the Notes from the gross income of the owners for federal income tax purposes.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY, ENFORCEMENT. In consideration of the acceptance of the Notes by the Owners thereof from time to time and the acceptance of the Credit Agreement by the Credit Provider, this Order shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Notes and the Credit Provider and the annual assessment and collection of annual ad valorem taxes pursuant to the tax levy and pledge made in this Order by the County and the covenants and agreements set forth in this Order to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Owners of the Notes and the Credit Provider without preference, priority or distinction as to security or otherwise of any of the Notes or any Loan Notes over any of the others by reason of time of issuance, sale or maturity thereof or otherwise of any cause whatsoever, except as expressly provided in or permitted by this Order. The payment of the Notes and the Loan Notes and performance by the County of its obligations hereunder and under the Credit Agreement may be enforced by mandamus or other appropriate proceeding.

Section 8.2. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 8.3. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the Form of Notes, whenever under the terms of this Order or the Notes, the performance date of any provision hereof or thereof, including the payment of the principal of and interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 8.4. LIMITATION OF BENEFITS WITH RESPECT TO THIS ORDER. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Notes is intended or should be construed to confer upon or give to any person other than the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider, any legal or equitable right, remedy or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Order and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider as herein provided.

Section 8.5. APPROVAL OF ATTORNEY GENERAL. No Notes herein authorized to be issued shall be sold or delivered by County until the Attorney General shall have approved this Order, the Credit Agreement and other agreements and proceedings as may be required in connection therewith, all as is required by the Act.

Section 8.6. APPROVAL OF OFFERING MEMORANDUM. The County hereby approves, and authorizes the use thereof by the Dealer in the offering of the Notes, the form of the initial Offering Memorandum for the Notes, a substantial draft of which is attached hereto in **Exhibit C**. The Authorized Representative is hereby authorized to approve any amendments and modifications and supplements thereto and the form of any subsequent or updated Offering Memorandum, to be used by the Dealer in the offering of the Notes, and the use thereof by the Dealer in connection therewith.

Section 8.7. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes for any claim based thereon or on this Order or the Credit Agreement against any official, officer, agent or employees of the County or any person executing any Notes or any Credit Agreement.

Section 8.8. COSTS OF ISSUANCE. A portion of the proceeds of the Notes shall be applied to pay costs and expenses arising in connection with their issuance.

Section 8.9. FURTHER PROCEEDINGS. The County Judge, County Clerk, the Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget, the County Attorney, the County Treasurer or any one or more of such officials shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the County such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Credit Agreement, the Dealer Agreement, the Issuing and Paying Agency Agreement, the Notes and the Loan Notes. In case any officer whose signature appears on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. In addition, subject to the further approval of the Commissioners Court, the County Judge, the Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby authorized to approve, subsequent to the date of the adoption of this Order, any amendments, revisions, modifications or deletions to the Credit Agreement, Dealer

Agreement and Issuing and Paying Agency Agreement, including, but not limited to, extensions thereto, as may be required by any bond rating agency, as a condition to the granting or maintenance of a rating on the Notes or as may be necessary or desirable to carry out the purposes of this Order or protect the interests of the County. Further, the County Judge, Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby authorized to execute and/or deliver any certificates or other instruments requested by the Attorney General of the State of Texas concerning the County's ad valorem tax levy, its issuance of Notes and Loan Notes, and the calculation of funds sufficient to comply with this Order.

Section 8.10. OPEN MEETING. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the Harris County Administration Building for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.11. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.12. EFFECTIVE DATE. This Order shall be in force and effect from and after its passage on the date shown below.

[Execution Page Follows]

PASSED AND ADOPTED this January 10, 2023.

HARRIS COUNTY, TEXAS

County Judge, LINA HIDALGO

ATTEST:

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

By: _____

(SEAL)

[Seventh Amended and Restated Order - Execution Page]

INDEX OF EXHIBITS

Exhibit A	Forms of Notes and Master Note
Exhibit B	DTC Letter of Representations
Exhibit C	Offering Memorandum

EXHIBIT A
FORM OF NOTE

Note
Number _____ Amount
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS

HARRIS COUNTY, TEXAS
GENERAL OBLIGATION COMMERCIAL PAPER NOTE
SERIES B

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Interest Amount</u>
			%	\$

REGISTERED OWNER:

PRINCIPAL AMOUNT:

On the Maturity Date set forth above, for value received, HARRIS COUNTY, TEXAS (the “County”) promises to pay to the order of the party identified above, or registered assigns, upon presentation and surrender hereof at the principal corporate trust office of the Issuing and Paying Agent executing the “Certificate of Authentication” endorsed hereon and appearing below, or its successor, the Principal Amount set forth above, together with interest thereon, at the Interest Rate per annum set forth above computed on the actual number of days elapsed over a 365-day year, from the Issue Date set forth above to the Maturity Date set forth above, both principal of and interest on this obligation being payable in lawful money of the United States of America.

This Commercial Paper Note is one of an issue of commercial paper notes (the “Commercial Paper Notes”) which has been duly authorized and issued in accordance with the provisions of orders adopted by the Commissioners Court of the County on December 30, 1997, August 6, 2002, April 22, 2008, April 26, 2016 and January 10, 2023 (together, the “Order”) for the Authorized Purposes set forth in the Order and to refinance, renew or refund the principal amounts of Commercial Paper Notes previously issued pursuant to the provisions of the Order and certain amounts advanced under the Credit Agreement (as defined in the Order), all in accordance and in strict conformity with the Elections (as described and defined in the Order), the laws of the State of Texas, including Chapters 1201, 1371, 1431 and 1473, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Order.

Provision has been made for the payment of the principal amount of this Commercial Paper Note, together with the principal amount of other Commercial Paper Notes of this series and certain advances pursuant to the Credit Agreement, from the proceeds of sales of additional Commercial Paper Notes and advances under the Credit Agreement. Provision has further been made for the payment of the interest on and the principal of this Commercial Paper Note, together with the other Commercial Paper Notes of this series and the County’s obligations under the Credit Agreement, by the levy of annual ad valorem taxes

sufficient to provide for the payment of the interest on and principal of such Commercial Paper Notes, as such interest comes due and as such principal matures, and such obligations under the Credit Agreement, and such taxes have been levied and ordered to be levied, within the limits provided by law, against all taxable property in the County and have been irrevocably pledged for such payment.

It is hereby certified and recited that all acts, conditions and things required by law and the Order to exist, to have happened and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Commercial Paper Notes and the Loan Notes, is not in excess of the principal amount of such obligations permitted to be issued under the Order, the Elections and the Constitution and laws of the State of Texas.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas and an "investment security" under Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended.

This Commercial Paper Note shall not be entitled to any benefit under the Order or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, this Commercial Paper Note has been executed with the manual or facsimile signatures of the County Judge, countersigned by the County Clerk and registered by the County Treasurer, and the seal of the County has been manually impressed or printed in facsimile hereon.

HARRIS COUNTY, TEXAS

County Judge

REGISTERED

COUNTERSIGNED:

County Treasurer

County Clerk

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Orders.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Issuing and Paying Agent

By: _____
Authorized Signatory

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number_) the within Commercial Paper Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Commercial Paper Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Commercial Paper Note in every particular.

Signature guaranteed:

EXHIBIT B
DTC LETTER OF REPRESENTATIONS

EXHIBIT C
OFFERING MEMORANDUM

EXHIBIT A-2

FORM OF AMENDED AND RESTATED SERIES C ORDER

SEVENTH AMENDED AND RESTATED ORDER AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION UNLIMITED TAX COMMERCIAL PAPER NOTES, SERIES C, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$360,000,000 FOR THE PURPOSE OF PROVIDING MONEY FOR CERTAIN AUTHORIZED PURPOSES; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE COUNTY IN THE SELLING AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, DELIVERY AND SECURITY OF THE NOTES, INCLUDING THE APPROVAL OF AN OFFERING MEMORANDUM AND RATIFYING AND CONFIRMING THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT, THE ISSUING AND PAYING AGENT AGREEMENT AND COMMERCIAL PAPER DEALER AGREEMENT

WHEREAS, Harris County, Texas (the "County") is authorized by Article III, Section 52 of the Constitution of the State of Texas, Chapter 1471, Texas Government Code, as amended ("Chapter 1471"), and an election held within the County on November 4, 1997 to issue \$356,000,000 in bonds for the purpose of providing funds for the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, within and for the County and to provide for the payment of the principal of and interest on such obligations through the levy of an annual ad valorem tax, without limitation as to rate or amount, on all taxable property within the County;

WHEREAS, the County is further authorized by Article III, Section 52 of the Constitution of the State of Texas, Chapter 1471, and an election held within the County on November 6, 2001 (the "2001 Election") to issue \$475,000,000 in bonds for the purposes described in the preceding paragraph;

WHEREAS, pursuant to Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), the County is authorized to issue all or any portion of the aforesaid obligations as commercial paper notes, to execute and deliver one or more credit agreements with respect to such commercial paper notes and execute and deliver credit agreement notes to evidence the County's reimbursement obligations under such credit agreements, all as provided in Chapter 1371;

WHEREAS, on December 30, 1997, the Commissioners Court of the County adopted an order (the "Order") (1) authorizing the issuance of the County's General Obligation Unlimited Tax Commercial Paper Notes, Series C (the "Notes") in a maximum aggregate principal amount of \$200,000,000 Outstanding at any time and (2) approving the Amended and Restated UBS Credit Agreement, dated January 1, 1998, with Union Bank of Switzerland, New York Branch ("UBS"), pursuant to which UBS agreed to provide a line of credit with respect to the principal portion of the Notes, the County's General Obligation Commercial Paper Notes, Series A (the "Series A Notes") and the County's General Obligation Commercial Paper Notes, Series B (the "Series B Notes");

WHEREAS, on December 5, 2000, the Commissioners Court adopted an order approving a Substitute Credit Agreement (the "Substitute Credit Agreement"), dated as of December 1, 2000, with The Bank of Nova Scotia, acting through its New York Agency, and Lloyds TSB Bank plc, New York Branch (together, the "Credit Provider") pursuant to which the Credit Provider agreed to provide a line of credit with respect to the principal portion of the Notes, Series A Notes and Series B Notes;

WHEREAS, on August 6, 2002, the Commissioners Court adopted an order, among other actions, (1) amending the order in a manner which the County deemed desirable and did not, in the judgment of the

County, have a material adverse effect on the interests of the Owners of the Outstanding Notes, (2) declaring its intention to allow the Series A Program to expire by its own terms on March 1, 2003, (3) reallocating \$18,000,000 of the Commitment under the Substitute Credit Agreement supporting the Series A Notes to the Series B Notes and \$60,000,000 of the Commitment under the Substitute Credit Agreement supporting the Series A Notes to the Notes, (4) increasing the maximum aggregate principal amount of the Notes to \$260,000,000 Outstanding, plus interest, at any time and (5) approving an Amended and Restated Substitute Credit Agreement, Amended and Restated Dealer Agreement, Second Amended and Restated Issuing and Paying Agent Agreement and updated Offering Memorandum with respect to the Notes;

WHEREAS, at an election (the “2007 Election”) held on November 6, 2007, the voters of the County approved a proposition in the amount of \$190,000,000 for the purposes of: construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof (“road purposes”);

WHEREAS, on April 22, 2008, the Commissioners Court adopted an order, among other actions, (1) amending the order in a manner which the County deemed desirable and did not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes and (2) approving an updated Offering Memorandum with respect to the Notes;

WHEREAS, at an election held on November 3, 2015 (the “2015 Election”), the voters of the County approved a proposition in the amount of \$700,000,000 for the construction, maintenance and operation of paved roads and bridges, of which \$60,000,000 shall be designated for subdivision street replacement and repair or in the aid thereof;

WHEREAS, on April 26, 2016, the Commissioners Court adopted an order, among other actions, (1) amending the Order to change the Authorized Purposes with respect to the unissued Notes, as provided in Section 6.1(a)(vi) of the Order; (2) approving the preparation, execution and delivery of a Third Amended and Restated Order to incorporate into a single document the amendments set forth therein; and (3) approving an updated Offering Memorandum with respect to the Notes;

WHEREAS, on December 14, 2021, the Commissioners Court adopted a Fifth Amended and Restated Order, among other actions (1) authorizing and approving the execution and delivery of a substitution Credit Agreement with Sumitomo Mitsui Banking Corporation, acting through its New York Branch in the form of a Direct Pay Letter of Credit with a Reimbursement Agreement, (2) approving the Issuing and Paying Agent Agreement and (3) approving an updated Offering Memorandum with respect to the Notes;

WHEREAS, at an election held on November 8, 2022 (the “2022 Election”), the voters of the County approved a proposition in the amount of \$900,000,000 for the construction, maintenance, operation and road drainage of macadamized, graveled or paved roads, or in aid thereof, including acquiring land and rights-of-way therefor, road drainage, bike lanes, sidewalks and shared use paths, and replacement and improvement of road bridges and culverts;

WHEREAS, on November 15, 2022, the Commissioners Court adopted the Sixth Amended and Restated Order, among other actions (1) authorizing and approving an increase in the maximum aggregate principal amount of the Notes from \$260,000,000 to \$360,000,000; (2) authorizing and approving the execution and delivery of a first amendment to the Reimbursement Agreement with Sumitomo Mitsui Banking Corporation, acting through its New York Branch, and related Letter of Credit and (3) approving an updated Offering Memorandum with respect to the Notes;

WHEREAS, the County is authorized by Article III, Section 52 of the Constitution of the State of Texas, Article 726, Vernon's Texas Civil Statutes, Chapter 1371, Texas Government Code, as amended, and the 2007 Election, the 2015 Election and the 2022 Election to issue an additional \$190,000,000, \$700,000,000 and \$900,000,000, respectively, in Notes for road purposes;

WHEREAS, the County hereby ratifies and confirms that the Credit Agreement (hereinafter defined) constitutes a "credit agreement" within the meaning of the Act;

WHEREAS, arrangements relating to this financing have been settled and the County hereby ratifies and confirms that the issuance of the Notes and the prior execution and delivery of the Credit Agreement and the Loan Notes (hereinafter defined), subject to the terms, conditions and limitations therein prescribed, have been approved and are ratified and confirmed at this time;

WHEREAS, the County intends to refinance the Notes and any Loan Notes under the previously approved Credit Agreement with refunding bonds issued under Chapter 1207, Texas Government Code, as amended, which bonds are expected to be issued as fixed-rate obligations (at then current market rates for similarly rated tax-exempt debt) payable in substantially equal annual installments of debt service (when principal and interest are considered annually in the aggregate) over a total term of forty (40) years; and

WHEREAS, this Seventh Amended and Restated Order constitutes a restatement of the Order, as amended on January 10, 2023;

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. DEFINITIONS. Throughout this Order (except in the FORM OF NOTES), in addition to the terms defined in the recitals of this Order, the following terms and expressions used herein shall have the meaning specified in this Section.

"2001 Election" means that election held within the County on November 6, 2001 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, without limitation as to rate or amount, on all taxable property within the County.

"2007 Election" means that election held within the County on November 6, 2007 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, without limitation as to rate or amount, on all taxable property within the County.

"2015 Election" means that election held within the County on November 3, 2015 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, without limitation as to rate or amount, on all taxable property within the County.

"2022 Election" means that election held within the County on November 8, 2022 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, without limitation as to rate or amount, on all taxable property within the County.

“Act” means Chapter 1371, Texas Government Code, as amended.

“Attorney General” means the Attorney General of the State of Texas.

“Authorized Denomination” means, with respect to the Notes, \$100,000 principal amount, and integral multiples of \$1,000 thereafter.

“Authorized Purposes” means the purposes for which Notes may be issued, as described in Section 2.1 (b) hereof, as the same may be modified or amended from time to time pursuant to Section 6.1(a)(vi).

“Authorized Representative” means that person designated as the Authorized Representative in writing and delivered to the Issuing and Paying Agent and the Dealer pursuant to Section 3.5 hereof. The initial Authorized Representatives shall be the County Judge, the County Clerk, the Executive Director, Office of Management and Budget or Deputy Executive Director, Office of Management and Budget or such person(s) designated in writing by the County Judge, County Clerk, Executive Director, Office of Management and Budget or the Deputy Executive Director, Office of Management and Budget to serve in such capacity pursuant to Section 3.5 hereof.

“Business Day” means any day other than (i) a Saturday, Sunday or other day on which commercial banks located in the states of New York or Texas are authorized or required by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

“Commissioners Court” means the Commissioners Court of Harris County, the governing body of the County.

“Commitment” means the maximum amount available to be drawn as Loans under the Credit Agreement for the payment of principal on the Notes, as such amount may be reduced and reinstated from time to time as provided in the Credit Agreement.

“County” means Harris County, Texas.

“Credit Agreement” means the credit agreement with respect to the Notes approved previously entered into between the County and the Credit Provider pursuant to Section 3.3, which is hereby ratified and confirmed, as such agreement from time to time may be amended or supplemented in accordance with the terms thereof, or any other credit agreement(s) between the County and Credit Provider(s) provided in lieu thereof in accordance with the provisions of Section 3.3. The Credit Agreement may provide credit, liquidity or both, and may be in any form and may bear any title so long as it constitutes a credit agreement within the meaning of the Act. The current form of the Credit Agreement is a Direct Pay Letter of Credit with Reimbursement Agreement.

“Credit Provider” means any provider of credit pursuant to a Credit Agreement. The Credit Provider is Sumitomo Mitsui Banking Corporation, acting through its New York Branch.

“Dealer” means the County’s commercial paper dealer or co-dealers appointed pursuant to Section 3.4 of this Order.

“Dealer Agreement” means the second amended and restated agreement between the County and the Dealer dated August 6, 2002, the terms and conditions of which were previously approved and are hereby ratified and confirmed, as the same shall from time to time be in effect, pursuant to the provisions of Section 3.4 hereof.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Letter of Representations” means an agreement by and among the County, the Issuing and Paying Agent and DTC, substantially in the form attached hereto as **Exhibit B**, regarding DTC’s services as securities depository for the Notes and DTC’s book-entry only system of transfer for the Notes.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing operations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlements of securities transactions among DTC Participants.

“Elections” means, together, the 2001 Election, 2007 Election, 2015 Election and 2022 Election.

“Fiscal Year” means the fiscal year of the County, currently beginning on October 1 of any year and ending on the last day of September of the next succeeding year.

“Interest Rate” means the interest rate borne by any Note.

“Issuing and Paying Agent” means, U.S. Bank Trust Company, National Association, when acting in such capacity, or any successor issuing and paying agent appointed pursuant to this Order.

“Issuing and Paying Agent Agreement” means that agreement between the County and the Issuing and Paying Agent, dated January 10, 2022, the terms and conditions of which were previously approved and are hereby ratified and confirmed.

“Loan” means a loan to the County pursuant to the Credit Agreement.

“Loan Note” means any promissory note executed and delivered by the County to the order of the Credit Provider to evidence a Loan made by the Credit Provider to the County under the Credit Agreement.

“Master Note” means the form of Note issued in book-entry form only and registered in the name of Cede & Co., as nominee of DTC or another securities depository pursuant to Section 2.8, which is intended to evidence the County’s aggregate obligations under the Notes.

“Maximum Rate” means the lesser of (i) maximum “net effective interest rate” allowable under Chapter 1204, Texas Government Code, as amended, which is currently 15%, or (ii) such lesser maximum rate as shall from time to time be authorized by Commissioners Court, which initially shall be 10%; provided with respect to obligations payable to the Credit Provider pursuant to the Credit Agreement and the related Fee Letter (as defined in the Credit Agreement) the Maximum Rate shall mean the maximum “net effective interest rate” allowable under Chapter 1204 Texas Government Code.

“Maximum Maturity Date” means, (i) with respect to any Note issued prior to April 15, 2008, January 1, 2028, (ii) with respect to any Note issued on or after April 15, 2008 but prior to January 10, 2023, April 15, 2038 and (iii) with respect to any Note issued on or after January 10, 2023, January 1, 2053; provided, however, that for any Notes issued pursuant to an Election, no Note may mature beyond the maximum maturity date approved at the Election pursuant to which the issuance of such Note has been authorized.

“Notes” means the County’s General Obligation Unlimited Tax Commercial Paper Notes, Series C, authorized by this Order, and, whenever such Notes are authorized to be issued in book-entry-only form pursuant to Section 2.8, such term shall refer to the County’s obligations under the Notes, which obligations shall be evidenced by one or more Master Notes as herein provided.

“Order” means this order authorizing the issuance and sale of the Notes, as it may from time to time be amended or supplemented pursuant to the provisions contained herein.

“Outstanding” means, as of the date of determination, all Notes therefore delivered under this Order, except:

(1) Notes therefore cancelled and delivered to the County or to the Issuing and Paying Agent for cancellation;

(2) Notes upon transfer of or in exchange for and in lieu of which other Notes have been delivered pursuant to this Order; and

(3) Notes under which obligations of the County have been released, discharged or extinguished in accordance with the terms thereof;

provided, however, that while the Notes are issued in book-entry only form, as authorized by Section 2.8, “Outstanding” shall mean, as of the date of determination, all Notes theretofore authorized to be issued under such book-entry only system and not theretofore released, discharged or extinguished in accordance with the terms of such book-entry system or the terms of this Order.

“Person” means any individual, corporation, partnership, joint venture, unincorporated association, association, trust, joint stock company, unincorporated organization, government or government agency or other legal entity capable of carrying on a trade or business.

“Principal Amount” means, with respect to any Note, the stated principal amount of such Note, and with respect to any Loan or Loan Note, the outstanding principal balance thereof

“Register” means the books of registration for the Notes maintained by the Issuing and Paying Agent.

“Registered Owner” or “Owner” means the Person or entity in whose name any Note is registered in the Register.

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

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

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

Section 1.3. INTERPRETATIONS. The table of contents, titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

ARTICLE II

AUTHORIZATION OF NOTES

Section 2.1. GENERAL AUTHORIZATION. (a) Pursuant to authority conferred by and in accordance with the provisions of the Election, the Act and all other applicable law, including Chapters 1201 and 1471, Texas Government Code, as amended, the Notes shall be and are hereby authorized to be issued in an aggregate Principal Amount not to exceed THREE HUNDRED SIXTY MILLION DOLLARS

(\$360,000,000), in accordance with and subject to the terms, conditions and limitations contained herein; provided, however that the Principal Amount of Notes authorized to be issued hereunder shall be reduced by the Principal Amount of any Notes or Loan Notes paid by the County other than by means of a refunding or a refinancing through the issuance of Notes or through Loans; and the Loan Notes to be issued to the Credit Provider are hereby approved pursuant to the terms and in the amounts provided for in the Credit Agreement, for the purpose of evidencing the County's obligation to repay Loans, if any, made by the Credit Provider to the County pursuant to the Credit Agreement; provided, however, that the aggregate Principal Amount of Notes at any time evidenced by Outstanding Notes shall never exceed \$360,000,000. For purposes of this Section 2.1, any portion of Outstanding Notes or the Loan Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Notes or other obligations of the County issued on the day of calculation, including Loans shall not be considered Outstanding. Subject to any limitations contained herein, in the Election and in the Act, the authority to issue Notes from time to time under the provisions of this Order shall exist until the Maximum Maturity Date.

(b) The Notes may be issued for the purpose of providing funds for the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, within and for the County, which purpose is more fully described, authorized and provided in the legal proceedings of the Elections, as follows: (i) \$475,000,000 pursuant to the 2001 Election; (ii) \$190,000,000 pursuant to the 2007 Election; (iii) \$700,000,000 pursuant to the 2015 Election, of which \$60,000,000 shall be designated for subdivision street replacement and repair or in the aid thereof and (iv) \$900,000,000 for the construction, maintenance, operation and road drainage of macadamized, graveled or paved roads, or in aid thereof, including acquiring land and rights-of-way therefor, road drainage, bike lanes, sidewalks and shared use paths, and replacement and improvement of road bridges and culverts; provided that the amount of Notes issued for road purposes pursuant to the 2022 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series D Program for road purposes pursuant to the 2022 Election, may not exceed \$900,000,000. Notes may also be issued to refinance, renew or refund Notes, Loans, Loan Notes (at par), and to pay the costs and expenses of the issuance of the Notes, including fees for professional services. On each date that the Notes are initially issued (*i.e.*, other than to refinance, renew or refund Notes or Loan Notes), the Authorized Representative shall designate the Election pursuant to which such Notes are issued. Notwithstanding the foregoing provisions in this subchapter (b), the Notes may never be issued in an amount greater than the voted authorizations as described herein.

Section 2.2. TERMS APPLICABLE TO NOTES. (a) The Notes shall be designated "Harris County, Texas, General Obligation Unlimited Tax Commercial Paper Notes, Series C" and shall be dated as of their date of issuance. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, the Notes are authorized to be issued, sold and delivered from time to time in such Principal Amounts (in Authorized Denominations) and bearing interest at such Interest Rates (not to exceed the Maximum Rate) payable at maturity of each Note as determined by an Authorized Representative, numbered in ascending consecutive numerical order in the order of their issuance and to mature and become due and payable on such date as an Authorized Representative shall determine at the date of sale; provided, however, that no Note shall (i) mature after the Maximum Maturity Date, (ii) have a term in excess of 270 days, (iii) have a term beyond the third Business Day prior to the scheduled expiration date for the Credit Agreement relating to such Note or (iv) be issued at any time that a "no issuance notice" has been issued by the Credit Provider pursuant to the Credit Agreement which provides that such Note would not be entitled to the security provided by the Credit Agreement; and further provided, however, that no Loan Note shall mature after the Maximum Maturity Date.

(b) The Notes shall be issued in registered form without interest coupons. The principal of and interest on the Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Owners or holders thereof, upon presentation and surrender of the Notes at the principal corporate trust office of the Issuing and Paying Agent.

Section 2.3. FORM OF NOTES. The Notes and the Certificate of Authentication to appear on each of the Notes and any Master Notes shall be substantially in the forms set forth in **Exhibit A** to this Order, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Order, and may have such letters, numbers or other marks of identification, including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association (“CUSIP Numbers”), such legends and endorsements thereon and such opinions of bond counsel as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Note or Master Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note or Master Note. The Notes and Master Note shall be printed, lithographed, engraved or produced in any other similar manner, or typewritten, all as determined and approved by the Authorized Representative.

Section 2.4. EXECUTION; AUTHENTICATION. (a) The Notes shall be executed for and on behalf of the County by the County Judge and countersigned by the County Clerk and registered by the County Treasurer, under the County’s seal reproduced or impressed thereon and attested by the County Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers on the date of passage of this Order shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or any of them shall cease to hold such offices at the time of the initial sale and delivery of any Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in **Exhibit A**, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified or registered and delivered.

Section 2.5. ISSUING AND PAYING AGENT. (a) The prior selection and appointment of U.S. Bank Trust Company, National Association, to serve as the Issuing and Paying Agent for the Notes is hereby ratified and confirmed. The Issuing and Paying Agent Agreement is hereby ratified and confirmed. Execution and delivery of the Issuing and Paying Agent Agreement by the County Judge or another Authorized Officer and any other documents called for thereunder (including any amendments required pursuant to Section 2.8 in order to implement a book-entry system for the Notes and any authorizations with respect to the investment of any County funds held by the Issuing and Paying Agent) is also hereby ratified and confirmed. Pursuant to the terms of the Act, the County delegates to the Authorized Representative the authority to appoint, replace or consent to the replacement or appointment of any Issuing and Paying Agent and/or to execute and enter into or to consent on behalf of the County a Paying Agent/Registrar Agreement.

(b) The County covenants to maintain and provide an Issuing and Paying Agent at all times while the Notes are Outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any state and authorized under such laws to exercise trust powers. If a change in the Issuing and Paying Agent for the Notes occurs, the County agrees to promptly cause a written notice thereof to be published in a financial newspaper or journal of general circulation in the City of New York, New York, once during each calendar week for at least two calendar weeks. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Owners.

(c) The Issuing and Paying Agent, upon reasonable request from the County; will provide to the County a list of all Outstanding Notes setting forth the Principal Amount, the issue date, the Note number, the maturity date and the rate and amount of interest for each Outstanding Note.

(d) Amounts held by the Issuing and Paying Agent which represent principal of and interest on the Notes remaining unclaimed after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Issuing and Paying Agent in accordance with the provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.6. NOTES MUTILATED, LOST OR DESTROYED OR STOLEN. If any Note shall become mutilated, the County, at the expense of the Registered Owner of such Note, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Note so mutilated. If any Note shall be lost destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County and the Issuing and Paying Agent and if such evidence shall be satisfactory to them and indemnity satisfactory to them shall be given, the County, at the expense of the Registered Owner, shall cause the Issuing and Paying Agent to authenticate and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. In the event any such Note shall have matured, the Issuing and Paying Agent, instead of issuing a duplicate Note, may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the County nor the Issuing and Paying Agent shall be required to treat both the original Note and any duplicate Note as being Outstanding for the purpose of determining the Principal Amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same. The County and the Issuing and Paying Agent may charge the Registered Owner of such Note their reasonable fees and expenses for such service.

Section 2.7. NEGOTIABILITY, REGISTRATION AND EXCHANGEABILITY. The Notes issued hereunder are negotiable instruments under the laws of the State of Texas and investment securities under the terms of Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended, and each successive Registered Owner in accepting any of the Notes shall be conclusively deemed to have agreed that such Notes shall be and have all of the qualities and incidents of negotiable instruments and investment securities under such laws.

The Issuing and Paying Agent shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Issuing and Paying Agent shall provide for the registration and transfer of the Notes in accordance with the terms of this Order. The Issuing and Paying Agent shall also keep a copy of the Register in the State of Texas at the Issuing and Paying Agent's office in Houston, Texas, and such copy shall be kept current by the Issuing and Paying Agent.

Notes may be exchanged by the Registered Owners for other Notes of like tenor and character and of Authorized Denominations and having the same issue date, maturity and Interest Rate and of like aggregate Principal Amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the office of the Issuing and Paying Agent. Whenever any Notes are so surrendered for exchange, the Issuing and Paying Agent shall deliver new Notes of like tenor and character as the Notes exchanged, registered to the original Registered Owner, to any successor Registered Owner, executed on behalf of, and furnished by, the County, to the Registered Owner thereof requesting the exchange.

The County and the Issuing and Paying Agent may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange. The Issuing and Paying Agent or the County may also require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any exchange shall evidence the same debt as the Notes surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same

extent as the Notes surrendered.

The County reserves the right to change the exchange provisions at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the State of Texas or of the United States of America in effect at the time of issuance thereof. The Issuing and Paying Agent shall be promptly notified of any change in the exchange provisions of the Notes.

Section 2.8. THE DEPOSITORY TRUST COMPANY. (a) The County has determined to issue the Notes in book-entry form and hereby appoints The Depository Trust Company, New York, New York (“DTC”) to serve as the initial securities depository for the Notes and to maintain a book-entry only system of recording the ownership and transfer of ownership of beneficial interests in the Notes in accordance with this Section 2.8. So long as DTC acts as the securities depository for the Notes, the County’s obligations with respect to the Notes shall be evidenced by one or more Master Notes (in lieu of individual certificates representing each of the individual Notes) registered in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Master Notes and held in the custody of DTC.

(b) Notwithstanding any provision of this Order to the contrary, unless the County shall otherwise direct, one or more Master Notes (evidencing all of the County’s obligations under the Notes) shall be issued in lieu of individual Notes, which Master Notes shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Master Notes, and held in the custody of DTC. Beneficial owners of Notes will not receive physical delivery of Notes except as provided hereinafter as long as DTC shall continue to serve as securities depository for the Notes as provided herein, all transfers and beneficial ownership interests in the Notes will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership interests in the Notes is to receive, hold or deliver any Notes; provided, that, if DTC fails or refuses to act as securities depository for the Notes, the County shall take the actions necessary to provide for the issuance of certificates to the Registered Owners of such Notes.

With respect to Master Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Issuing and Paying Agent shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Issuing and Paying shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any notice with respect to the Notes, including any notice of redemption or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to the principal of, premium, if any, or interest on the Notes.

(c) In the event that (i) DTC determines not to continue to act as securities depository for the Notes (which determination shall become effective not less than ninety (90) days after written notice to such effect is given to the County and the Issuing and Paying Agent); (ii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that DTC is incapable of discharging its responsibilities described herein and in the DTC Letter of Representations; or (iii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that it is in the best interests of the beneficial owners of the Notes not to continue DTC’s book-entry only system of transfer for the Notes, then the County shall use its best efforts to appoint a successor securities depository, qualified to act as such under Section 17A of the Securities Exchange Act of 1934, as amended. In the event of such an appointment, the County shall notify (a) DTC of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (b) DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC

Participants having Notes credited to their DTC accounts. In such event, the Master Notes and Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

In the event that the County fails to appoint a successor securities depository for the Notes, the County shall execute and cause to be authenticated and delivered replacement Notes, in certificate form, to the beneficial owners of the Notes.

(d) Notwithstanding any other provision of this Order to the contrary, as long as any Master Notes or the Notes are registered in the name of Cede & Co., as nominee of DTC, (i) all payments with respect to the principal of and interest on the Notes and all notices with respect to such Notes shall be made and given, respectively, in accordance with DTC's Letter of Representations; (ii) the requirements of this Order of holding, delivering or transferring Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC, and (iii) delivery of the Master Notes and the Note will be in accordance with arrangements among the County, the Issuing and Paying Agent and DTC.

(e) If at any time DTC ceases to hold the Master Notes or the Notes in book-entry only form, all references herein to DTC shall be of no further force or effect.

(f) The terms and provisions of the DTC Letter of Representations are hereby approved, and the County Judge is hereby authorized to execute and deliver such DTC Letter of Representations on behalf of the County in multiple counterparts, and the County Clerk is hereby authorized and directed to attest thereto and to place the County's seal thereon.

Section 2.9. NOTE PAYMENT ACCOUNT. (a) The prior establishment of the "Harris County, Texas, General Obligation Unlimited Tax Commercial Paper Notes, Series C Payment Account" (the "Note Payment Account") is hereby ratified and confirmed. The Note Payment Account shall contain the following subaccounts:

(i) Interest Payment Subaccount; and

(ii) Principal Payment Subaccount (which may contain within it one or more subaccounts for Loans).

(b) The County shall deposit into the Interest Payment Subaccount of the Note Payment Account no later than the first Business Day of each month (and more frequently as needed) amounts sufficient to pay all interest on the Notes maturing in such month and all interest on the Loan Notes payable in such month for which there are not amounts already on deposit in the Interest Payment Subaccount, which amounts shall be used for the purpose of paying interest on maturing Notes and interest on the Loan Notes.

(c) The proceeds from the sale of Notes issued for the purpose of refunding, renewing and refinancing the Principal Amount of other Notes issued under this Order shall be deposited to the credit of the Principal Payment Subaccount of the Note Payment Account and shall be used for the purpose of paying the Principal Amount of maturing Notes or the Principal Amount of the Loan Notes.

(d) The proceeds of Loans under the Credit Agreement shall be deposited to the credit of the Principal Payment Subaccount (or a special subaccount therein for such purpose) of the Note Payment Account and used solely for the purpose of paying the Principal Amount of maturing Notes.

(e) To the extent funds described in subsection (c) and (d) above are not available or sufficient

for the payment of the Principal Amount of the Notes and the Loan Notes as they mature, the County shall pay to the Issuing and Paying Agent such additional amounts as shall be necessary for such purpose for deposit into the Principal Payment Subaccount of the Note Payment Account to be used for such purpose.

(f) In order to assist the County in fulfilling its obligations under Article VII, or if otherwise beneficial to the County, the Authorized Representative may request that separate accounts or subaccounts be established for the Notes, all of which shall constitute the Note Payment Account.

(g) On or before each maturity date of Notes or Loan Notes, the County shall transfer from the Note Payment Account to the Issuing and Paying Agent an amount equal to the principal and interest payable on such Notes or Loan Notes on such date, together with an amount equal to all bank charges and others costs and expenses relating to such payment.

Section 2.10. CANCELLATION. All Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the Principal Amount thereof and payment of interest thereon at the Interest Rate or are surrendered for exchange pursuant to the provisions hereof shall, upon payment or issuance of new Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the County, and the County thereafter shall have the custody of all thereof.

Section 2.11. FISCAL AND OTHER AGENTS. In furtherance of the purposes of this Order, the County may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes. Notice of any such appointment shall be provided promptly to the Credit Provider.

ARTICLE III

ISSUANCE AND SALE OF NOTES; CREDIT AGREEMENT; AND DEALER

Section 3.1. ISSUANCE AND SALE OF NOTES. (a) Subject to applicable terms, limitations and procedures contained herein, the Notes may be sold in such manner, at public or private sale, and bearing interest at such Interest Rates as an Authorized Representative shall approve at the time of sale thereof.

(b) The Notes shall be sold at par and delivered by the Issuing and Paying Agent in accordance with telephonic, computer or written instructions of the Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. If such instructions are given by telephone, they shall be confirmed by facsimile transmission, electronically or in writing. Such instructions shall specify such Principal Amounts, Interest Rates, dates of issue, maturities and other terms and conditions which are hereby authorized and permitted to be fixed by an Authorized Representative at the time of sale of the Notes.

Section 3.2. PROCEEDS OF SALE OF NOTES. A Note Proceeds Account (and subaccounts therein) for the Notes may be created or established. Proceeds from each sale of the Notes (other than Notes issued to refund, renew or refinance other Notes, Loans or Loan Notes) shall be deposited into the Note Proceeds Account (or subaccounts therein). Amounts in such account shall be used for Authorized Purposes, including costs of issuance.

Section 3.3. CREDIT PROVIDERS AND CREDIT AGREEMENTS. (a) The First Amendment to the Credit Agreement was previously approved along with the related First Amendment to Fee Letter (as defined in the Credit Agreement) and the terms and conditions are hereby ratified, confirmed, and the execution and delivery of the Credit Agreement and any other documents called for thereunder by the County Judge is hereby ratified and confirmed. The Commissioners Court has determined that the Credit Agreement constitutes a "credit agreement" within the meaning of the Act.

(b) The County reserves the right to substitute one or more Credit Agreements for the Credit Agreement, with one or more Credit Providers, so long as:

(i) such substitution (or any assignment of all or any part of any Credit Agreement) takes effect on the Business Day on which all then Outstanding Notes are scheduled to mature;

(ii) such substitution (or any assignment of all or any part of any Credit Agreement) does not cause any rating agency then rating the Notes to withdraw, lower or suspend its short-term rating assigned to any Notes then Outstanding, as evidenced by written notice to the County;

(iii) the substitute Credit Agreement shall have a term of at least 271 days or until at least three Business Days after the last maturing Note;

(iv) the substitute Credit Agreement shall not cause the County to violate its covenants in Section 5.2 hereof; and

(v) the substitute Credit Agreement shall be approved by the Attorney General of Texas to the extent required by law.

(c) So long as any Notes remain Outstanding, the County covenants to maintain a Credit Agreement in full force and effect, pursuant to the terms of Section 5.2 of this Order.

(d) The County Judge is hereby authorized and directed to execute and deliver from time to time (and the County Clerk may attest) requests for or agreements relating to the extension of the term or final maturity of any Credit Agreement from time to time in effect and to take such other action as shall be necessary to obtain extensions of the term of any such Credit Agreement up until the Maximum Maturity Date or until such time as a substitute Credit Agreement is authorized hereunder.

Section 3.4. COMMERCIAL PAPER DEALER; DEALER AGREEMENT. So long as any Notes remain Outstanding, the County shall maintain in full force and effect an agreement pursuant to which it shall have appointed a Dealer for the Notes. The Dealer Agreement by and between the County and Goldman Sachs & Co., as the initial Dealer, pertaining to the sale, from time to time, of Notes or the purchase of Notes from the County, all for the fees as set forth in the Dealer Agreement, the terms and conditions of which were previously approved, is hereby ratified and confirmed. The prior execution and delivery of the Dealer Agreement by the County Judge is hereby ratified and confirmed. The County expressly reserves the right, without prior notification to or consent from the Owners of any Outstanding Notes to enter any supplemental agreements with the Dealer or with any successor Dealer selected by the County.

Section 3.5. AUTHORIZED REPRESENTATIVE. So long as any Notes remain Outstanding, the County shall at all times appoint an Authorized Representative for the purposes set forth in the Order, the Issuing and Paying Agent Agreement, the Credit Agreement and the Dealer Agreement and for the purpose of renewing any existing Credit Agreement upon the terms and conditions set out therein and herein. The persons from time to time holding the titles of Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby designated as the initial Authorized Representatives. The Authorized Representative shall have the authority to appoint (subject to the requirements of this Order, the Issuing and Paying Agent Agreement, the Credit Agreement and the Dealer Agreement) one or both of the Debt Manager, Office of Management and Budget and the Debt Management Analyst to act on behalf of the Authorized Representative. Any such appointment(s) shall be in writing and shall be delivered to the Dealer, Issuing and Paying Agent and Credit Provider within reasonable time after such appointment(s). The Authorized Representative is directed to follow such procedures and guidelines as may be adopted elsewhere with respect to the County's commercial paper

programs. Such restrictions may include restrictions as to the amount of commercial paper notes that may be issued during any period of time or the Maximum Rate or amount of interest which such commercial paper notes may bear during such period of time, which limitations may be for budgetary purposes or otherwise as determined by the County. The County Judge may designate a commercial paper working group to meet periodically to assist in the development of such procedures and guidelines and to monitor the operation of the County's commercial paper programs.

Section 3.6. OTHER AGREEMENTS. To the extent permitted by the Act or other applicable law, but only to the extent not inconsistent with the terms of the Outstanding Notes, the County expressly reserves the right to enter into, purchase or otherwise obtain one or more other agreements, commitments or guarantees with respect to interest and interest rates on or related to the Notes (including, without limitation, agreements relating to interest rate caps, collars, indexing, swaps and otherwise) and with respect to any derivatives or derivative products which the County may from time to time authorize in connection with or relating to its obligations under the Notes and this Order without further approval of the Attorney General of the State of Texas.

ARTICLE IV

SECURITY AND PAYMENT OF NOTES

Section 4.1. SECURITY AND PLEDGE. To provide security for the payment of the principal of and interest on the Notes and amounts due under the Credit Agreement and the related Fee Letter, including the Loan Notes, as the same shall become due and payable, there is hereby granted a lien on and pledge of the following, subject to the provisions of this Order permitting the application thereof for the purposes and on the term and conditions set forth herein: (i) the proceeds from the sale of Notes from time to time hereafter issued to pay Principal Amounts of Outstanding Notes and the Principal Amount of the Loan Notes but not to exceed \$360,000,000 principal amount of Notes Outstanding at any one time; (ii) proceeds from the sale of refunding bonds issued by the County from time to time hereafter for the purpose of paying the Principal Amounts of and interest on the Notes and the Loan Notes; (iii) Loans drawn to pay the Principal Amounts of Outstanding Notes; (iv) amounts held in each Note Payment Account established for the Notes; and (v) the proceeds of the tax levy set forth below in Section 4.2 below.

Section 4.2. TAX LEVY. (a) During any year while the Notes or the Loan Notes (including both principal and interest) are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the money required to provide for the payment of the interest thereon as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereon as such principal matures (but never less than 2% of the County's outstanding indebtedness, including the Principal Amount of the Notes and the Outstanding Principal Amount of the Loan Notes based upon any Loan then Outstanding at the time of such tax levy); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, without limitation as to rate or amount, against all taxable property in the County for each year while any of the Notes or the Loan Notes or interest thereon are Outstanding; such tax shall be assessed and collected in each such year; and the proceeds of such tax shall be appropriated and applied to the payment of the interest on and principal of the Notes and the Loan Notes.

(b) There is hereby allocated, from lawfully available funds of the County, amounts sufficient to pay interest on the Notes reasonably anticipated to be issued and payable prior to the collection of the first tax levy for the Notes based upon Interest Rates actually authorized and/or the highest Interest Rates which the Authorized Representative is authorized to approve for payment during such period of time.

(c) In determining the amount of taxes to be levied and amount of other funds to be allocated

to the payment of principal and interest on the Notes from and after the first tax levy, the County may take into account any other sources of funding that are lawfully available or are to be lawfully available for payment of such principal and interest on the Notes and may take into account the Credit Agreement and any legal limitation regarding the maximum rate or amount of interest that the Authorized Representative may be authorized to approve in the issuance and sale of Notes from time to time.

Section 4.3. INVESTMENT OF FUNDS. Pending its use, money in any funds, accounts and subaccounts established or maintained hereunder may be invested by the County, or at the direction of the County, in such investments as are permitted by the laws of the State of Texas and the written investment policy of the County; provided, however that such investment does not inhibit the punctual payment of the principal of and interest on the Notes and provided further that no funds allocable to the payment of principal of and interest on the Notes shall be invested in any investments that would cause the withdrawal, lowering or suspension of any rating then assigned to the Notes by any rating agency, as evidenced by written notice to the County.

ARTICLE V

COVENANTS OF THE COUNTY

Section 5.1. LIMITATION ON ISSUANCE. (a) Unless this Order and the Credit Agreement are amended and modified by the Commissioners Court in accordance with the provisions hereof, the County covenants and agrees that there will not be issued and Outstanding under this Order at any time more than \$360,000,000 in aggregate Principal Amount of Notes.

(b) The County covenants and agrees that the total Principal Amount of all Notes Outstanding at any one time under this Order shall not exceed the available Commitment under the Credit Agreement.

(c) The County covenants and agrees that it shall limit the issuance of Notes in such a manner that it will never cause an increase in the total Principal Amount of Notes and Loans Outstanding under this Order to exceed the amount for which the County has sufficient funds available for payment as the same become due and payable, taking into account the taxes levied by the County pursuant to Section 4.2 hereof plus all other amounts lawfully available to the County for such payment pursuant to the Credit Agreement and from other lawful sources.

Section 5.2. MAINTENANCE OF AN AVAILABLE CREDIT AGREEMENT. The County agrees and covenants that at all times while there are Outstanding Notes it will maintain one or more Credit Agreements providing essentially the same level of liquidity to the County as provided by the Credit Agreement, in a Commitment amount sufficient to pay the Principal Amount of all such Notes. No Notes shall be issued if to do so would cause the aggregate Principal Amount of all Notes covered by the Credit Agreement to exceed the Commitment under the Credit Agreement. The availability for borrowing of such amounts under the Credit Agreement may be subject to reasonable conditions precedent, including, but not limited to, bankruptcy of the County and absence of default by the County under any of its general obligation debt. In furtherance of the foregoing covenant, the County agrees that it will not issue any Notes or make any borrowings which will result in a violation of such covenant, will not amend the Credit Agreement in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for new Credit Agreements prior to, or contemporaneously with, the expiration of the Credit Agreement or any subsequent Credit Agreement.

ARTICLE VI

AMENDMENTS

Section 6.1. AMENDMENT OF ORDER. (a) Amendments Without Consent. This Order may be modified or amended at any time without notice to or the consent of any Owner of Outstanding Notes, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the County contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order for the purpose of more clearly expressing the intent of this Order;

(iii) To supplement the security for the Outstanding Notes issued hereunder, replace or provide additional Credit Agreements, or change the form of the Notes issued hereunder or make such other changes in the provisions hereof as the County may deem necessary or desirable and which shall not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes issued hereunder;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Notes issued hereunder, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Notes issued hereunder; To provide for the replacement of the Dealer or the Dealer Agreement or the Issuing and Paying Agent or the Issuing and Paying Agent Agreement as permitted herein;

(v) To change the Authorized Purposes with respect to any unissued Notes; or

(vi) To make any other modifications and amendments that will not become effective until the earlier of (x) 270 days or (y) the Business Day next following the final maturity of the Notes Outstanding on the day such modification or amendment is adopted.

(b) Amendments With Consent. Subject to the other provisions of this Order, the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Order which may be deemed necessary or desirable by the County; provided, however that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Notes issued hereunder, the amendment of the terms and conditions in this Order or in the Notes so as to:

(i) Make any change in the maturity of the Outstanding Notes issued hereunder;

(ii) Modify the terms of payment of the principal of or interest on the Outstanding Notes issued hereunder, or impose any conditions with respect to such payment;

(iii) Affect the rights of the Owners of less than all Notes issued hereunder then Outstanding; or

(iv) Change the minimum percentage of the Principal Amount of Notes issued hereunder necessary for consent to such amendment.

(c) Notice. If at any time the County shall desire to amend this Order in a manner requiring the consent of the Owners of a majority in aggregate Principal Amount of Outstanding Notes, as provided in Section 6.1(b), the County shall cause notice of the proposed amendments to be sent not less than fourteen days prior to the date of approval of the amendments by the County by first class U.S. mail, postage prepaid, to each Owner at the address therefor shown on the Register at the close of business on the Business Day next preceding the date of mailing. Such notice shall briefly set forth the nature of the proposed amendments and the proposed effective date thereof and shall state that a copy thereof is on file at the office of the Authorized Representative and the principal corporate trust office of the Issuing and Paying Agent for inspection by all Owners of Notes issued hereunder.

(d) Receipt of Consents. Whenever at any time prior to the effective date of the proposed amendments the County shall receive an instrument or instruments executed by the Owners of at least a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, which instrument or instruments shall refer to the proposed amendments described in such notice and which specifically consent to and approve such amendments in substantially the form of the copy thereof on file as aforesaid, the amendments shall become effective, with County approval, in substantially the same form.

(e) Effect of Amendments. Upon the adoption by the County of any order to amend this Order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with the amendatory order, and the respective rights, duties and obligations of the County and all the Owners of then Outstanding Notes issued hereunder and all future Notes issued hereunder shall thereafter be determined, exercised and enforced under this Order, as amended.

(f) Consent Irrevocable. Any consent given by any Owner of Outstanding Notes issued hereunder pursuant to the provisions of this Section shall be irrevocable during the period commencing on the date of the County's receipt of the consent and ending on the proposed effective date stated in the County's notice, and shall be conclusive and binding upon all future Owners of the same Notes during such period. Such consent may be revoked at any time after the proposed effective date stated in the notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the County, but such revocation shall not be effective if the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, prior to the attempted revocation, consented to and approved the amendment.

(g) Ownership. For the purpose of this Section, the fact of ownership of Notes hereunder by any Owner and the amount and the numbers of such Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Owner if such affidavit shall be deemed by the County to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by the County to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Notes described in such certificate. The County may conclusively assume that such ownership continues until it receives written notice to the contrary.

Section 6.2. NOTICES TO RATING AGENCIES. The Authorized Representative shall give to each credit rating agency that has issued a rating on the Notes notice of each proposed amendment to this Order, and each increase or decrease in the Commitment under or other amendment to the Credit Agreement.

Section 6.3. OTHER CONSENTS. The County further agrees to provide any notices to and obtain any consents from the Credit Provider, Dealer, Issuing and Paying Agent or others to the extent required by the Credit Agreement, Dealer Agreement and Issuing and Paying Agent Agreement.

ARTICLE VII

TAX COVENANTS

Section 7.1. TAX EXEMPTION. The County intends that the interest on the Notes shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Notes. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Notes (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Notes) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Notes to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Notes for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Notes to (i) provide funds for Authorized Purposes and (ii) to pay the costs of issuing the Notes. The County will not use any portion of the proceeds of the Notes to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

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

(c) Principal of and interest on the Notes will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Notes.

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

(e) At all times while the Notes are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Notes in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Notes and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Notes. To the extent necessary to prevent the Notes from constituting “arbitrage bonds,” the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Notes to be less than the yield that is materially higher than the yield on the Notes.

(f) The County will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Notes to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Notes will be invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds

of the Notes will be used to carry out the governmental purpose of the Notes within the three-year period beginning on the date of issue of the Notes.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Notes, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Notes as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Notes and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Notes not been relevant to either party.

(j) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Notes on such form and in such place as the Secretary may prescribe.

(k) The County will not issue or use the Notes as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Notes are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Notes are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Notes and stating whether there are facts, estimates or circumstances that would materially change the County's expectations. On or after the date of issuance of the Notes, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Note holders and any subsequent Note holder, and may be relied upon by the Note holders and any subsequent Note holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon

any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Notes to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 7.1 shall survive the defeasance and discharge of the Notes for as long as such matters are relevant to the exclusion of interest on the Notes from the gross income of the owners for federal income tax purposes.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY, ENFORCEMENT. In consideration of the acceptance of the Notes by the Owners thereof from time to time and the acceptance of the Credit Agreement by the Credit Provider, this Order shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Notes and the Credit Provider and the annual assessment and collection of annual ad valorem taxes pursuant to the tax levy and pledge made in this Order by the County and the covenants and agreements set forth in this Order to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Owners of the Notes and the Credit Provider without preference, priority or distinction as to security or otherwise of any of the Notes or any Loan Notes over any of the others by reason of time of issuance, sale or maturity thereof or otherwise of any cause whatsoever, except as expressly provided in or permitted by this Order. The payment of the Notes and the Loan Notes and performance by the County of its obligations hereunder and under the Credit Agreement may be enforced by mandamus or other appropriate proceeding.

Section 8.2. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 8.3. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the Form of Notes, whenever under the terms of this Order or the Notes, the performance date of any provision hereof or thereof, including the payment of the principal of and interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 8.4. LIMITATION OF BENEFITS WITH RESPECT TO THIS ORDER. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Notes is intended or should be construed to confer upon or give to any person other than the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider, any legal or equitable right, remedy or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Order and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider as herein provided.

Section 8.5. APPROVAL OF ATTORNEY GENERAL. No Notes herein authorized to be issued shall be sold or delivered by County until the Attorney General shall have approved this Order, the Credit

Agreement and other agreements and proceedings as may be required in connection therewith, all as is required by the Act.

Section 8.6. APPROVAL OF OFFERING MEMORANDUM. The County hereby approves, and authorizes the use thereof by the Dealer in the offering of the Notes, the form of the initial Offering Memorandum for the Notes, a substantial draft of which is attached hereto in **Exhibit C**. The Authorized Representative is hereby authorized to approve any amendments and modifications and supplements thereto and the form of any subsequent or updated Offering Memorandum, to be used by the Dealer in the offering of the Notes, and the use thereof by the Dealer in connection therewith.

Section 8.7. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes for any claim based thereon or on this Order or the Credit Agreement against any official, officer, agent or employees of the County or any person executing any Notes or any Credit Agreement.

Section 8.8. COSTS OF ISSUANCE. A portion of the proceeds of the Notes shall be applied to pay costs and expenses arising in connection with their issuance.

Section 8.9. FURTHER PROCEEDINGS. The County Judge, County Clerk, the Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget, the County Attorney, the County Treasurer or any one or more of such officials shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the County such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Credit Agreement, the Dealer Agreement, the Issuing and Paying Agent Agreement, the Notes and the Loan Notes. In case any officer whose signature appears on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. In addition, subject to the further approval of the Commissioners Court, the County Judge, the Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby authorized to approve, subsequent to the date of the adoption of this Order, any amendments, revisions, modifications or deletions to the Credit Agreement, Dealer Agreement and Issuing and Paying Agent Agreement, including, but not limited to, extensions thereto, as may be required by any bond rating agency, as a condition to the granting or maintenance of a rating on the Notes or as may be necessary or desirable to carry out the purposes of this Order or protect the interests of the County. Further, the County Judge, Executive Director, Office of Management and Budget and Deputy Executive Director, Office of Management and Budget are hereby authorized to execute and/or deliver any certificates or other instruments requested by the Attorney General of the State of Texas concerning the County's ad valorem tax levy, its issuance of Notes and Loan Notes, and the calculation of funds sufficient to comply with this Order.

Section 8.10. OPEN MEETING. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the Harris County Administration Building for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.11. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.12. EFFECTIVE DATE. This Order shall be in force and effect from and after its passage on the date shown below.

[Execution Page Follows]

PASSED AND ADOPTED this January 10, 2023.

HARRIS COUNTY, TEXAS

County Judge, LINA HIDALGO

ATTEST:

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

By: _____

(SEAL)

INDEX OF EXHIBITS

Exhibit A	Forms of Notes and Master Note
Exhibit B	DTC Letter of Representations
Exhibit C	Offering Memorandum

EXHIBIT A
FORM OF NOTE

Note
Number _____ Amount
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS

HARRIS COUNTY, TEXAS
GENERAL OBLIGATION UNLIMITED TAX COMMERCIAL PAPER NOTE
SERIES C

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Interest Amount</u>
			%	\$

REGISTERED OWNER:

PRINCIPAL AMOUNT:

On the Maturity Date set forth above, for value received, HARRIS COUNTY, TEXAS (the “County”) promises to pay to the order of the party identified above, or registered assigns, upon presentation and surrender hereof at the principal corporate trust office of the Issuing and Paying Agent executing the “Certificate of Authentication” endorsed hereon and appearing below, or its successor, the Principal Amount set forth above, together with interest thereon, at the Interest Rate per annum set forth above computed on the actual number of days elapsed over a 365-day year, from the Issue Date set forth above to the Maturity Date set forth above, both principal of and interest on this obligation being payable in lawful money of the United States of America.

This Commercial Paper Note is one of an issue of commercial paper notes (the “Commercial Paper Notes”) which has been duly authorized and issued in accordance with the provisions of orders adopted by the Commissioners Court of the County on December 30, 1997, August 6, 2002, April 22, 2008, April 26, 2016, December 4, 2018, December 14, 2021, November 15, 2022 and January 10, 2023 (together, the “Order”) for the Authorized Purposes set forth in the Order and to refinance, renew or refund the principal amounts of Commercial Paper Notes previously issued pursuant to the provisions of the Order and certain amounts advanced under the Credit Agreement (as defined in the Order), all in accordance and in strict conformity with the Elections (as described and defined in the Order), the laws of the State of Texas, including Chapters 1201, 1371 and 1471, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Order.

Provision has been made for the payment of the principal amount of this Commercial Paper Note, together with the principal amount of other Commercial Paper Notes of this series and certain advances pursuant to the Credit Agreement, from the proceeds of sales of additional Commercial Paper Notes and advances under the Credit Agreement. Provision has further been made for the payment of the interest on and the principal of this Commercial Paper Note, together with the other Commercial Paper Notes of this series and the County’s obligations under the Credit Agreement, by the levy of annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of such Commercial Paper Notes, as

such interest comes due and as such principal matures, and such obligations under the Credit Agreement, and such taxes have been levied and ordered to be levied, without limitation as to rate or amount, against all taxable property in the County and have been irrevocably pledged for such payment.

It is hereby certified and recited that all acts, conditions and things required by law and the Order to exist, to have happened and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Commercial Paper Notes and the Loan Notes, is not in excess of the principal amount of such obligations permitted to be issued under the Order, the Elections and the Constitution and laws of the State of Texas.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas and an "investment security" under Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended.

This Commercial Paper Note shall not be entitled to any benefit under the Order or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, this Commercial Paper Note has been executed with the manual or facsimile signatures of the County Judge, countersigned by the County Clerk and registered by the County Treasurer, and the seal of the County has been manually impressed or printed in facsimile hereon.

HARRIS COUNTY, TEXAS

County Judge

REGISTERED

COUNTERSIGNED:

County Treasurer

County Clerk

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Orders.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Issuing and Paying Agent

By: _____
Authorized Signatory

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number_) the within Commercial Paper Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Commercial Paper Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Commercial Paper Note in every particular.

Signature guaranteed:

EXHIBIT B

DTC LETTER OF REPRESENTATIONS

EXHIBIT C
OFFERING MEMORANDUM

EXHIBIT A-3

FORM OF AMENDED AND RESTATED SERIES D ORDER

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

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

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

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

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

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

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

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

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

WHEREAS, at an election (the “2013 Election”) held on November 5, 2013, the voters of the County approved a proposition to issue bonds in the amount of \$70,000,000 for the purpose of acquiring, constructing and improving land and buildings within and for the County for an adult detention central joint processing center and related facilities, including a heating and cooling plant and parking facilities;

WHEREAS, on February 11, 2014, the Commissioners Court adopted an order, among other actions, (1) amending the Order to change the Authorized Purposes with respect to unissued Notes, as provided in Section 6.1(a)(vi) of the Order; (2) approving the preparation, execution and delivery of a Fourth Amended and Restated Order to incorporate into a single document the amendments set forth therein; and (3) approving an updated Offering Memorandum with respect to the Series D Notes;

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

WHEREAS, on April 26, 2016, the Commissioners Court adopted an order, among other actions, (1) amending the Order to change the Authorized Purposes with respect to the unissued Notes, as provided in Section 6.1(a)(vi) of the Order; (2) approving the preparation, execution and delivery of a Fifth Amended and Restated Order to incorporate into a single document the amendments set forth therein; and (3) approving an updated Offering Memorandum with respect to the Series D Notes;

WHEREAS, on October 23, 2018, the Commissioners Court adopted an order, among other actions, (1) authorizing the issuance of the County’s General Obligation Commercial Paper Notes, Series D-2, in a maximum aggregate principal amount of \$200,000,000 Outstanding at any time (the “Series D-2 Notes”) and the issuance of the County’s General Obligation Commercial Paper Notes, Series D-3, in a maximum aggregate principal amount of \$200,000,000 Outstanding at any time (the “Series D-3 Notes,” and together with the Series D-2 Notes, the “Notes”), (2) approving the preparation, execution and delivery of a Sixth

Amended and Restated Order to incorporate into a single document the amendments set forth therein; (3) approving and authorizing the execution and delivery of a Credit Agreement in connection with the Series D-2 Notes and a Credit Agreement in connection with the Series D-3 Notes; and (4) approving and authorizing an Issuing and Paying Agent Agreement for the Series D-2 Notes and Series D-3 Notes, Dealer Agreements for the Series D-2 Notes and Series D-3 Notes and updated Offering Memorandums with respect to the Series D-2 Notes and Series D-3 Notes;

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

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

WHEREAS, on January 10, 2023, the Commissioners Court adopted an order, among other actions (1) amending the Order to change the Authorized Purposes with respect to the unissued Notes, as provided in Section 6.1(a)(vi) of the Order; (2) approving the preparation, execution and delivery of an Eighth Amended and Restated Order to incorporate into a single document the amendments set forth therein; and (3) approving an updated Offering Memoranda with respect to the Notes;

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

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

WHEREAS, the County hereby ratifies and confirms that each of the Credit Agreements (hereinafter defined) constitutes a “credit agreement” within the meaning of Chapter 1371; and

WHEREAS, arrangements relating to this financing have been settled and the County hereby ratifies and confirms that the issuance of the Notes, and the prior execution and delivery of each of the Credit Agreements and the related Loan Notes (hereinafter defined), subject to the terms, conditions and limitations therein prescribed, have been approved and are ratified and confirmed at this time;

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 DEFINITIONS. Throughout this Order (except in the FORM OF NOTES), in addition to the terms defined in the recitals of this Order, the following terms and expressions used herein shall have the meaning specified in this Section.

“2007 Election” means that election held within the County on November 6, 2007 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2013 Election” means that election held within the County on November 5, 2013 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2015 Election” means that election held within the County on November 3, 2015 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“2022 Election” means that election held within the County on November 8, 2022 that authorized the issuance by the County, in one or more installments, of obligations for certain Authorized Purposes, and provided for the payment of principal of and interest on such obligations through the levy of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the County.

“Act” means, together, Chapters 1371 and 1431, Texas Government Code, as amended.

“Attorney General” means the Attorney General of the State of Texas.

“Authorized Denomination” means, with respect to the Notes, \$100,000 principal amount, and integral multiples of \$1,000 thereafter.

“Authorized Purposes” means the purposes for which Notes may be issued, as described in Section 2.1(b) hereof, as the same may be modified or amended from time to time pursuant to Section 6.1(a)(vi).

“Authorized Representative” means that person designated as the Authorized Representative in writing and delivered to the Issuing and Paying Agent and the Dealer pursuant to Section 3.5 hereof. The initial Authorized Representatives shall be the County Judge, the County Clerk, the Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget or such person(s) designated in writing by the County Judge, County Clerk, Executive Director, Office of Management and Budget or Deputy Executive Director, Office of Management and Budget, to serve in such capacity pursuant to Section 3.5 hereof.

“Business Day” means any day other than (i) a Saturday, Sunday or other day on which commercial banks located in the states of New York or Texas are authorized or required by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

“Commissioners Court” means the Commissioners Court of Harris County, the governing body of the County.

“Commitment” means the maximum amount available to be drawn as Loans under the Series D Credit Agreement, the Series D-2 Credit Agreement and the Series D-3 Credit Agreement, respectively, for the payment of principal on the Series D Notes, Series D-2 Notes and the Series D-3 Notes, as applicable, as such amounts may be reduced and reinstated from time to time as provided in each Credit Agreement.

“County” means Harris County, Texas.

“Credit Agreement” or “Credit Agreements” means the Series D Credit Agreement, the Series D-2 Credit Agreement and the Series D-3 Credit Agreement, as applicable.

“Credit Provider” or “Credit Providers” means the Series D Credit Provider, the Series D-2 Credit Provider and the Series D-3 Credit Provider, as applicable.

“Dealer” or “Dealers” means the County’s commercial paper dealer or co-dealers appointed pursuant to Section 3.4 of this Order.

“Dealer Agreement” or “Dealer Agreements” mean the Series D Dealer Agreement, the Series D-2 Dealer Agreement and the Series D-3 Dealer Agreement, as applicable.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Letter of Representations” means an agreement by and among the County, the Issuing and Paying Agent and DTC, substantially in the form attached hereto as Exhibit B, regarding DTC’s services as securities depository for the Notes and DTC’s book-entry only system of transfer for the Notes.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing operations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlements of securities transactions among DTC Participants.

“Elections” means, together, the 2007 Election, 2013 Election, 2015 Election and 2022 Election.

“Fiscal Year” means the fiscal year of the County, currently beginning on October 1 of any year and ending on the last day of September of the next succeeding year.

“Interest Rate” means the interest rate borne by any Note.

“Issuing and Paying Agent” means U.S. Bank Trust Company, National Association, when acting in such capacity, or any successor issuing and paying agent appointed pursuant to this Order.

“Issuing and Paying Agent Agreement” means that agreement between the County and the Issuing and Paying Agent, dated October 23, 2018, the terms and conditions of which are hereby ratified and confirmed, as the same may from time to time be in effect.

“Loan” means a loan to the County pursuant to each Credit Agreement.

“Loan Note” or “Loan Notes” means any promissory note executed and delivered by the County to the order of the Series D Credit Provider, the Series D-2 Credit Provider and/or the Series D-3 Credit Provider to evidence a Loan made by any Credit Provider to the County under any Credit Agreement.

“Master Note” means the form of Note issued in book-entry form only and registered in the name of Cede & Co., as nominee of DTC or another securities depository pursuant to Section 2.8, which, is intended to evidence the County’s aggregate obligations under the Notes.

“Maximum Rate” means the lesser of (i) maximum “net effective interest rate” allowable under Chapter 1204, Texas Government Code, as amended, which is currently 15%, or (ii) such lesser maximum rate as shall from time to time be authorized by Commissioners Court, which initially shall be 10%.

“Maximum Maturity Date” means, with respect to any Note issued prior to April 15, 2008, July 1, 2017 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of the proceedings relating to the amendments to the Order approved by the Commissioners Court on August 6, 2002); (ii) any Note issued on or after April 15, 2008 but prior to March 1, 2014, February 15, 2029 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of proceedings relating to the amendments to the Order approved by the Commissioners Court on February 11, 2014); (iii) any note issued on or after March 1, 2014 but prior to April 26, 2016, June 1, 2031 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of the proceedings relating to the amendments to the Order approved by the Commissioners Court on April 26, 2016); (iv) any Note issued on or after April 26, 2016 but prior to November 15, 2022, November 1, 2033 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of the proceedings relating to the amendments to the Order approved by the Commissioners Court on October 23, 2018); (v) any Note issued on or after November 15, 2022, but prior to January 10, 2023, December 1, 2037 (which is a date prior to the fifteenth anniversary of the date of the Attorney General’s approval of the proceedings relating to the amendments to the Order approved by the Commissioners Court on November 15, 2022); (vi) any Note issued on or after January 10, 2023, December 1, 2053; and (vii) provided, however, that, for any Notes issued pursuant to an Election, no Note may mature beyond the maximum maturity date approved at the election pursuant to which such Note has been authorized.

“Note” or “Notes” means the County’s General Obligation Commercial Paper Notes, Series D, the County’s General Obligation Commercial Paper Notes, Series D-2 and the County’s General Obligation Commercial Paper Notes, Series D-3 authorized by this Order, as applicable, and whenever such Notes are authorized to be issued in book-entry only form pursuant to Section 2.8, such term shall refer to the County’s obligations under the Notes, which obligations shall be evidenced by one or more Master Notes as herein provided.

“Order” means this order authorizing the issuance and sale of the Notes, as it may from time to time be amended or supplemented pursuant to the provisions contained herein.

“Outstanding” means, as of the date of determination, all Notes therefore delivered under this Order, except:

(1) Notes therefore cancelled and delivered to the County or to the Issuing and Paying Agent for cancellation;

(2) Notes upon transfer of or in exchange for and in lieu of which other Notes have been delivered pursuant to this Order; and

(3) Notes under which obligations of the County have been released, discharged or extinguished in accordance with the terms thereof;

provided, however, that while the Notes are issued in book-entry only form, as authorized by Section 2.8, “Outstanding” shall mean, as of the date of determination, all Notes theretofore authorized to be issued under such book-entry only system and not theretofore released, discharged or extinguished in accordance with the terms of such book-entry system or the terms of this Order.

“Person” means any individual, corporation, partnership, joint venture, unincorporated association, association, trust, joint stock company, unincorporated organization, government or government agency or other legal entity capable of carrying on a trade or business.

“Principal Amount” means, with respect to any Note, the stated principal amount of such Note, and with respect to any Loan or Loan Note, the outstanding principal balance thereof.

“Register” means the books of registration for the Notes maintained by the Issuing and Paying Agent.

“Registered Owner” or “Owner” means the Person or entity in whose name any Note is registered in the Register.

“Series D Credit Agreement” means the credit agreement with respect to the Series D Notes entered into between the County and the Series D Credit Provider pursuant to Section 3.3, as such agreement from time to time may be amended or supplemented in accordance with the terms thereof, or any other credit agreement(s) between the County and Credit Provider(s) provided in lieu thereof in accordance with the provisions of Series 3.3. The Series D Credit Agreement may provide credit, liquidity or both, and may be in any form and may bear any title so long as it constitutes a credit agreement within the meaning of the Chapter 1371.

“Series D Credit Provider” means any provider of credit pursuant to a Series D Credit Agreement. The Series D Credit Provider is JPMorgan Chase Bank, National Association.

“Series D Dealer Agreement” means the second amended and restated agreement between the County and Goldman Sachs & Co. dated August 6, 2002 and as the same shall from time to time be in effect, pursuant to the provisions of Section 3.4 hereof.

“Series D-2 Credit Agreement” means the credit agreement with respect to the Notes entered into between the County and the Series D-2 Credit Provider pursuant to Section 3.3, as such agreement from time to time may be amended or supplemented in accordance with the terms thereof, or any other credit agreement(s) between the County and Credit Provider(s) provided in lieu thereof in accordance with the provisions of Section 3.3. The Series D-2 Credit Agreement may provide credit, liquidity or both, and may be in any form and may bear any title so long as it constitutes a credit agreement within the meaning of the Chapter 1371.

“Series D-2 Credit Provider” means any provider of credit pursuant to a Series D-2 Credit Agreement. The Series D-2 Credit Provider is State Street Bank and Trust Company.

“Series D-2 Dealer Agreement” means the agreement between the County and J.P. Morgan Securities LLC dated October 1, 2018 the terms and conditions of which are hereby ratified and confirmed and as the same shall from time to time be in effect, pursuant to the provisions of Section 3.4 hereof.

“Series D-3 Credit Agreement” means the credit agreement with respect to the Notes entered into between the County and the Series D-3 Credit Provider pursuant to Section 3.3, as such agreement from time to time may be amended or supplemented in accordance with the terms thereof, or any other credit agreement(s) between the County and Credit Provider(s) provided in lieu thereof in accordance with the provisions of Section 3.3. The Series D-3 Credit Agreement may provide credit, liquidity or both, and may be in any form and may bear any title so long as it constitutes a credit agreement within the meaning of the Chapter 1371.

“Series D-3 Credit Provider” means any provider of credit pursuant to a Series D-3 Credit Agreement. The initial Series D-3 Credit Provider is Wells Fargo Bank, National Association.

“Series D-3 Dealer Agreement” means the agreement between the County and J.P. Morgan Securities LLC dated October 1, 2018 and as the same shall from time to time be in effect, pursuant to the provisions of Section 3.4 hereof.

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

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

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

Section 1.3 INTERPRETATIONS. The table of contents, titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

ARTICLE II

AUTHORIZATION OF NOTES

Section 2.1 GENERAL AUTHORIZATION. (a) Pursuant to authority conferred by and in accordance with the provisions of the Elections and Chapters 1371 and 1431, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, the Notes shall be and are hereby authorized to be issued in an aggregate Principal Amount not to exceed (a) TWO HUNDRED MILLION DOLLARS (\$200,000,000) Outstanding at any one time for the Series D Notes, (b) THREE HUNDRED MILLION DOLLARS (\$300,000,000) Outstanding at any one time for the Series D-2 Notes, and (c) TWO HUNDRED MILLION DOLLARS (\$200,000,000) Outstanding at any one time for the Series D-3 Notes, in accordance with and subject to the terms, conditions and limitations

contained herein, for the purposes of (1) financing projects described in Section 2.1(b) hereof and (2) refinancing, renewing or refunding Notes or Loan Notes issued pursuant to the provisions hereof. The Loan Notes shall be and are authorized to be issued in a Principal Amount not to exceed (a) TWO HUNDRED MILLION DOLLARS (\$200,000,000) Outstanding at any one time for the Series D Notes, (b) THREE HUNDRED MILLION DOLLARS (\$300,000,000) Outstanding at any one time for the Series D-2 Notes, and (c) TWO HUNDRED MILLION DOLLARS (\$200,000,000) Outstanding at any one time for the Series D-3 Notes for the purpose of evidencing the County's obligation to repay Loans, if any, made by the Credit Providers, as applicable, to the County pursuant to each Credit Agreement; provided, however, that the aggregate Principal Amount of Notes and Loans at any time evidenced by Outstanding Notes and the Loan Notes shall never exceed \$200,000,000 (for the Series D Notes), \$300,000,000 (for the Series D-2 Notes) and \$200,000,000 (for the Series D-3 Notes). For purposes of this Section 2.1, any portion of Outstanding Notes or the Loan Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Notes or other obligations of the County issued on the day of calculation, including Loans, shall not be considered Outstanding. Subject to any limitations contained herein, in the Elections and in Chapters 1371 and 1431, Texas Government Code, as amended, the authority to issue Notes from time to time under the provisions of this Order shall exist until the Maximum Maturity Date.

(b) The Notes may be issued to pay contractual obligations incurred or to be incurred for (1) the construction of public works to wit: the construction or renovation of the Civil Justice Center, Juvenile Justice Center, Juvenile Detention Center, County Courthouses (including, but not limited to, a Family Law Center), and a Medical Examiner's Forensic Center, (2) the purchase of automobiles and other vehicles, equipment and machinery, including computers, materials and supplies for the operation of the County's precincts and departments (including particularly those relating to tax assessment and collection, juvenile services, budgeting, administration and auditing, facility maintenance, law enforcement, health and roads) and other authorized needs and purposes of the County, (3) purchasing, constructing, improving and equipping medical and health care buildings, including purchasing or improving sites for such buildings, including a Medical Examiner's Forensic Center, in the amount of \$80,000,000 (of which \$5,180,000 remains unissued) as more fully described, authorized and provided in the legal proceedings of the 2007 Election, (4) purchasing, constructing, improving and equipping courthouses, including purchasing or improving sites for courthouses, including a Family Law Center, in the amount of \$70,000,000 (of which \$70,000,000 remains unissued), as more fully described, authorized and provided in the legal proceedings of the 2007 Election; (5) acquiring or improving land, buildings or historically significant objects for park purposes or for historic or prehistoric preservations purposes, which may include joint facilities with other political subdivisions, in the amount of \$29,000,000 (of which \$0 remains unissued), as more fully described, authorized and provided in the legal proceedings of the 2007 Election; (6) acquiring, constructing and improving land and buildings within and for the County for an adult detention central joint processing center and related facilities, including a heating and cooling plant and parking facilities, in the amount of \$70,000,000 (of which \$0 remains unissued) as more fully described, authorized and provided in the legal proceedings of the 2013 Election; (7) acquiring, constructing and improving land, buildings, or in the aid and maintenance thereof for parks, in the amount of \$60,000,000 (of which \$35,382,000 remains unissued) as more fully described, authorized and provided in the legal proceedings of the 2015 Election, provided that the amount of Notes issued for park purposes pursuant to the 2015 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series B Program for park purposes pursuant to the 2015 Election, may not exceed \$60,000,000; (8) construction and improving land, buildings, or in the aid and maintenance thereof, for the veterinary public health adoption and care center and associated buildings, in the amount of \$24,000,000 (of which \$0 remains unissued) as more fully described, authorized and provided in the legal proceedings of the 2015 Election; (9) constructing, improving, renovating, equipping and acquiring land and interest in land,

buildings, facilities, courthouses and related equipment for public safety purposes, in the amount of \$100,000,000 pursuant to the 2022 Election (of which \$100,000,000 remains unissued); (10) construction, maintenance, operation and road drainage of macadamized, graveled or paved roads, or in aid thereof, including acquiring land and rights-of-way therefor, road drainage, bike lanes, sidewalks and shared use paths, and replacement and improvement of road bridges and culverts, in the amount of \$900,000,000 pursuant to the 2022 Election (of which \$900,000,000 remains unissued), provided, that the amount of Notes issued for road purposes pursuant to the 2022 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series C Program for road purposes pursuant to the 2022 Election, may not exceed \$900,000,000; (11) constructing, improving, renovating, equipping and acquiring land and interest in land, buildings and facilities for county parks and recreational purposes, in the amount of \$200,000,000 pursuant to the 2022 Election (of which \$200,000,000 remains unissued), provided, that the amount of Notes issued for park purposes pursuant to the 2022 Election, together with the amount of notes issued under the Harris County, Texas General Obligation Commercial Paper Notes, Series B Program for park purposes pursuant to the 2022 Election, may not exceed \$200,000,000; (12) for any other purposes authorized under the Act, including but not limited to any public works; and (13) professional services, including services provided by engineers, architects, attorneys, auditors, financial advisors and fiscal agents, in connection with the contractual obligations described in clauses (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11) and (12). Notes may also be issued to refinance, renew or refund Notes, Loans, Loan Notes, and to pay the costs and expenses of the issuance of the Notes, including fees for professional services.

On each date that the Notes are initially issued (*i.e.*, other than to refinance, renew or refund Notes or Loan Notes), the Authorized Representative shall designate the Authorized Purposes for which such Notes are issued and the Elections pursuant to which such Notes are issued.

Section 2.2 TERMS APPLICABLE TO NOTES. (a) The Notes shall be designated “Harris County, Texas General Obligation Commercial Paper Notes, Series D,” or “Harris County, Texas General Obligation Commercial Paper Notes, Series D-2” or “Harris County, Texas General Obligation Commercial Paper Notes, Series D-3”, as applicable, and shall be dated as of their date of issuance. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, the Notes are authorized to be issued, sold and delivered from time to time in such Principal Amounts (in Authorized Denominations) and bearing interest at such Interest Rates (not to exceed the Maximum Rate) payable at maturity of each Note as determined by an Authorized Representative, numbered in ascending consecutive numerical order in the order of their issuance and to mature and become due and payable on such date as an Authorized Representative shall determine at the date of sale; provided, however, that no Note shall (i) mature after the Maximum Maturity Date, (ii) have a term in excess of 270 days, (iii) have a term beyond the third Business Day prior to the scheduled expiration date for the Credit Agreement relating to such Note or (iv) be issued at any time that a “no issuance notice” has been issued by the applicable Credit Provider pursuant to the applicable Credit Agreement which provides that such Note would not be entitled to the security provided by the applicable Credit Agreement; and further provided, however, that no Loan Note shall mature after the Maximum Maturity Date.

(b) The Notes shall be issued in registered form without interest coupons. The principal of and interest on the Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Owners or holders thereof, upon presentation and surrender of the Notes at the principal corporate trust office of the Issuing and Paying Agent.

Section 2.3 FORM OF NOTES. The Notes and the Certificate of Authentication to appear on each of the Notes and any Master Notes shall be substantially in the forms set forth in Exhibit A to this Order, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Order, and may have such letters, numbers or other marks of identification,

including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association (“CUSIP Numbers”), such legends and endorsements thereon and such opinions of bond counsel as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Note or Master Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note or Master Note. The Notes and Master Note shall be printed, lithographed, engraved or produced in any other similar manner, or typewritten, all as determined and approved by the Authorized Representative.

Section 2.4 EXECUTION; AUTHENTICATION. (a) The Notes shall be executed for and on behalf of the County by the County Judge and countersigned by the County Clerk and registered by the County Treasurer, under the County’s seal reproduced or impressed thereon and attested by the County Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers on the date of passage of this Order shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or any of them shall cease to hold such offices at the time of the initial sale and delivery of any Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code as amended.

(b) No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit A, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified or registered and delivered.

Section 2.5 ISSUING AND PAYING AGENT. (a) The prior selection and appointment of U.S. Bank Trust Company, National Association, to serve as the Issuing and Paying Agent for the Notes is hereby ratified and confirmed. The Issuing and Paying Agent Agreement entered into with the Issuing and Paying Agent is hereby ratified and confirmed. Execution and delivery of the Issuing and Paying Agent Agreement by the County Judge and any other documents called for thereunder (including any amendments required pursuant to Section 2.8 in order to implement a book-entry system for the Notes and any authorizations with respect to the investment of any County funds held by the Issuing and Paying Agent) is also hereby authorized and approved. Pursuant to the terms of Chapter 1371, the County delegates to the Authorized Representative the authority to appoint, replace or consent to the replacement or appointment of any Issuing and Paying Agent and/or to execute and enter into or to consent on behalf of the County a Paying Agent/Registrar Agreement.

(b) The County covenants to maintain and provide an Issuing and Paying Agent at all times while the Notes are Outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any state and authorized under such laws to exercise trust powers. If a change in the Issuing and Paying Agent for the Notes occurs, the County agrees to promptly cause a written notice thereof to be sent to the Dealer, the Credit Provider and the Rating Agencies. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Owners. The Issuing and Paying Agent, upon reasonable request from the County, will provide to the County a list of all Outstanding Notes setting forth the Principal Amount, the issue date, the Note number, the maturity date and the rate and amount, of interest for each Outstanding Note.

(c) Amounts held by the Issuing and Paying Agent which represent principal of and interest on the Notes remaining unclaimed after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Issuing and Paying Agent in

accordance with the provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.6 NOTES MUTILATED, LOST OR DESTROYED OR STOLEN. If any Note shall become mutilated, the County, at the expense of the Registered Owner of such Note, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Note so mutilated. If any Note shall be lost destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County and the Issuing and Paying Agent and if such evidence shall be satisfactory to them and indemnity satisfactory to them shall be given, the County, at the expense of the Registered Owner, shall cause the Issuing and Paying Agent to, authenticate and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. In the event any such Note shall have matured, the Issuing and Paying Agent, instead of issuing a duplicate Note, may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the County nor the Issuing and Paying Agent: shall be required to treat both the original Note and any duplicate Note as being Outstanding for the purpose of determining the Principal Amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same. The County and the Issuing and Paying Agent may charge the Registered Owner of such Note their reasonable fees and expenses for such service.

Section 2.7 NEGOTIABILITY, REGISTRATION AND EXCHANGEABILITY. The Notes issued hereunder are negotiable instruments under the laws of the State of Texas and investment securities under the terms of Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended, and each successive Registered Owner in accepting any of the Notes shall be conclusively deemed to have agreed that such Notes shall be and have all of the qualities and incidents of negotiable instruments and investment securities under such laws.

The Issuing and Paying Agent shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Issuing and Paying Agent shall provide for the registration and transfer of the Notes in accordance with the terms of this Order. The Issuing and Paying Agent shall also keep a copy of the Register in the State of Texas at the Issuing and Paying Agent's office in Houston, Texas, and such copy shall be kept current by the Issuing and Paying Agent.

Notes may be exchanged by the Registered Owners for other Notes of like tenor and character and of Authorized Denominations and having the same issue date, maturity and Interest Rate and of like aggregate Principal Amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the office of the Issuing and Paying Agent. Whenever any Notes are so surrendered for exchange, the Issuing and Paying Agent shall deliver new Notes of like tenor and character as the Notes exchanged, registered to the original Registered Owner, to any successor Registered Owner, executed on behalf of, and furnished by, the County, to the Registered Owner thereof requesting the exchange.

The County and the Issuing and Paying Agent may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange. The Issuing and Paying Agent or the County may also require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any exchange shall evidence the same debt as the Notes surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered.

The County reserves the right to change the exchange provisions at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the State of Texas or of the United States of America in effect at the time of issuance thereof. The Issuing and Paying Agent shall be promptly notified of any change in the exchange provisions of the Notes.

Section 2.8 THE DEPOSITORY TRUST COMPANY. (a) The County has determined to issue the Notes in book-entry form and hereby appoints The Depository Trust Company, New York, New York (“DTC”) to serve as the initial securities depository for the Notes and to maintain a book-entry only system of recording the ownership and transfer of ownership of beneficial interests in the Notes in accordance with this Section 2.8. So long as DTC acts as the securities depository for the Notes, the County’s obligations with respect to the Notes shall be evidenced by one or more Master Notes (in lieu of individual certificates representing each of the individual Notes) registered in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Master Notes and held in the custody of DTC.

(b) Notwithstanding any provision of this Order to the contrary, unless the County shall otherwise direct, one or more Master Notes (evidencing all of the County’s obligations under the Notes) shall be issued in lieu of individual Notes, which Master Notes shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Master Notes, and held in the custody of DTC. Beneficial owners of Notes will not receive physical delivery of Notes except as provided hereinafter as long as DTC shall continue to serve as securities depository for the Notes as provided herein, all transfers and beneficial ownership interests in the Notes will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership interests in the Notes is to receive, hold or deliver any Notes; provided, that, if DTC fails or refuses to act as securities depository for the Notes, the County shall take the actions necessary to provide for the issuance of certificates to the Registered Owners of such Notes.

(c) With respect to Master Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Issuing and Paying Agent shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Issuing and Paying shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any notice with respect to the Notes, including any notice of redemption or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to the principal of, premium, if any, or interest on the Notes.

(d) In the event that (i) DTC determines not to continue to act as securities depository for the Notes (which determination shall become effective not less than ninety (90) days after written notice to such effect is given to the County and the Issuing and Paying Agent); (ii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that DTC is incapable of discharging its responsibilities described herein and in the DTC Letter of Representations; or (iii) the County or the Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes) that it is in the best interests of the beneficial owners of the Notes not to continue DTC’s book-entry only system of transfer for the Notes, then the County shall use its best efforts to appoint a successor securities depository, qualified to act as such under Section 17A of the Securities Exchange Act of 1934, as amended. In the event of such an appointment, the County shall notify (a) DTC of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (b) DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to

DTC Participants having Notes credited to their DTC accounts. In such event, the Master Notes and Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

In the event that the County fails to appoint a successor securities depository for the Notes, the County shall execute and cause to be authenticated and delivered replacement Notes, in certificate form, to the beneficial owners of the Notes.

(e) Notwithstanding any other provision of this Order to the contrary, as long as any Master Notes or the Notes are registered in the name of Cede & Co., as nominee of DTC, (i) all payments with respect to the principal of and interest on the Notes and all notices with respect to such Notes shall be made and given, respectively, in accordance with DTC's Letter of Representations; (ii) the requirements of this Order of holding, delivering or transferring Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC, and (iii) delivery of the Master Notes and the Note will be in accordance with arrangements among the County, the Issuing and Paying Agent and DTC.

(f) If at any time DTC ceases to hold the Master Notes or the Notes in book-entry only form, all references herein to DTC shall be of no further force or effect.

(g) The terms and provisions of the DTC Letter of Representations are hereby approved, and the County Judge is hereby authorized to execute and deliver such DTC Letter of Representations on behalf of the County in multiple counterparts, and the County Clerk is hereby authorized and directed to attest thereto and to place the County's seal thereon.

Section 2.9 NOTE PAYMENT ACCOUNT. (a) The prior establishment of the "Harris County, Texas, General Obligation Commercial Paper Notes, Series D Note Payment Account" (the "Series D Note Payment Account"), "Harris County, Texas, General Obligation Commercial Paper Notes, Series D-2 Note Payment Account" (the "Series D-2 Note Payment Account") and the "Harris County, Texas, General Obligation Commercial Paper Notes, Series D-3 Note Payment Account" (the "Series D-3 Note Payment Account") and together with the Series D Note Payment Account, Series D-2 Note Payment Account and the Series D-3 Note Payment Account (the "Note Payment Accounts") is hereby ratified and confirmed. The Note Payment Accounts shall each contain the following subaccounts:

- (i) Interest Payment Subaccount; and
- (ii) Principal Payment Subaccount (which may contain within it one or more subaccounts for Loans).

(b) The County shall deposit into each Interest Payment Subaccount of each Note Payment Account no later than the first Business Day of each month (and more frequently as needed) amounts sufficient to pay all interest on the Notes maturing in such month and all interest on the Loan Notes payable in such month for which there are not amounts already on deposit in each Interest Payment Subaccount, which amounts shall be used for the purpose of paying interest on maturing Notes and interest on the Loan Notes.

(c) The proceeds from the sale of Notes issued for the purpose of refunding, renewing and refinancing the Principal Amount of other Notes issued under this Order shall be deposited to the

credit of each Principal Payment Subaccount of each Note Payment Account and shall be used for the purpose of paying the Principal Amount of maturing Notes or the Principal Amount of the Loan Notes.

(d) The proceeds of Loans under each Credit Agreement shall be deposited to the credit of the Principal Payment Subaccount (or a special subaccount therein for such purpose) of the applicable Note Payment Account and used solely for the purpose of paying the Principal Amount of maturing Notes.

(e) To the extent funds described in Subsection (c) and (d) above are not available or sufficient for the payment of the Principal Amount of the Notes and the Loan Notes as they mature, the County shall pay to the Issuing and Paying Agent such additional amounts as shall be necessary for such purpose for deposit into each Principal Payment Subaccount of the applicable Note Payment Account to be used for such purpose.

(f) In order to assist the County in fulfilling its obligations under Article VII, or if otherwise beneficial to the County, the Authorized Representative may request that separate accounts or subaccounts be established for the Notes, all of which shall constitute the Note Payment Account.

(g) On or before each maturity date of Notes or Loan Notes, the County shall transfer from each Note Payment Account to the Issuing and Paying Agent an amount equal to the principal and interest payable on such Notes or Loan Notes on such date, together with an amount equal to all bank charges and others costs and expenses relating to such payment.

Section 2.10 CANCELLATION. All Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the Principal Amount thereof and payment of interest thereon at the Interest Rate or are surrendered for exchange pursuant to the provisions hereof shall, upon payment or issuance of new Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the County, and the County thereafter shall have the custody of all thereof

Section 2.11 FISCAL AND OTHER AGENTS. In furtherance of the purposes of this Order, the County may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes. Notice of any such appointment shall be provided promptly to the Credit Provider.

ARTICLE III

ISSUANCE AND SALE OF NOTES; CREDIT AGREEMENT; AND DEALER

Section 3.1 ISSUANCE AND SALE OF NOTES. (a) Subject to applicable terms, limitations and procedures contained herein, the Notes may be sold in such manner, at public or private sale, and bearing interest at such Interest Rates as an Authorized Representative shall approve at the time of sale thereof.

(b) The Notes shall be sold at par, and delivered by the Issuing and Paying Agent in accordance with telephonic, computer or written instructions of the Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. If such instructions are given by telephone, they shall be confirmed by facsimile transmission, electronically or in writing. Such instructions shall specify such Principal Amounts, Interest Rates, dates of issue, maturities and other terms and conditions which are hereby authorized and permitted to be fixed by an Authorized Representative at the time of sale of the Notes.

Section 3.2 PROCEEDS OF SALE OF NOTES. A Note Proceeds Account (and subaccounts therein) for the Notes may be created or established. Proceeds from each sale of the Notes (other than Notes issued to refund, renew or refinance other Notes, Loan or Loan Notes) shall be deposited into each Note Proceeds Account (or subaccounts therein). Amounts in such account shall be used for Authorized Purposes, including costs of issuance.

Section 3.3 CREDIT PROVIDERS AND CREDIT AGREEMENTS. (a) Each of the Credit Agreements were previously approved and the terms and conditions thereof are hereby ratified and confirmed and the execution and delivery of the Credit Agreements and any other documents called for thereunder is hereby ratified and confirmed. The Commissioners Court has determined that the Series D-2 Credit Agreement constitutes a “credit agreement” within the meaning of Chapter 1371.

(b) The County reserves the right to substitute one or more Credit Agreements for the Credit Agreements, with one or more Credit Providers, so long as:

(i) such substitution (or any assignment of all or any part of any Credit Agreement) does not cause any rating agency then rating the Notes to withdraw, lower or suspend its short-term rating assigned to any Notes then Outstanding, as evidenced by written notice to the County;

(ii) the substitute Credit Agreement shall have a term of at least 271 days or until at least three Business Days after the last maturing Note;

(iii) the substitute Credit Agreement shall not cause the County to violate its covenants in Section 5.2 hereof; and

(iv) the substitute Credit Agreement shall be approved by the Attorney General of Texas to the extent required by law.

(c) So long as any Notes remain Outstanding, the County covenants to maintain a Credit Agreement in full force and effect, pursuant to the terms of Section 5.2 of this Order.

(d) The County Judge is hereby authorized and directed to execute and deliver from time to time (and the County Clerk may attest) requests for or agreements relating to the extension of the term or final maturity of any Credit Agreement from time to time in effect and to take such other action as shall be necessary to obtain extensions of the term of any such Credit Agreement up until the Maximum Maturity Date or until such time as a substitute Credit Agreement is authorized hereunder.

Section 3.4 COMMERCIAL PAPER DEALERS; DEALER AGREEMENTS. So long as any Notes remain Outstanding, the County shall maintain in full force and effect one or more agreements pursuant to which it shall have appointed a Dealer or Dealers for the Notes. The prior execution and delivery of the Dealer Agreements by the County Judge is hereby ratified and confirmed. The County expressly reserves the right, without prior notification to or consent from the Owners of any Outstanding Notes to enter any supplemental agreements with the Dealer or with any successor Dealer selected by the County.

Section 3.5 AUTHORIZED REPRESENTATIVE. So long as any Notes remain Outstanding, the County shall at all times appoint an Authorized Representative for the purposes set forth in the Order, the Issuing and Paying Agent Agreement, the Credit Agreements and the Dealer Agreements and for the purpose of renewing any existing Credit Agreement upon the terms and conditions set out therein and herein. The persons from time to time holding the titles of Executive

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

Section 3.6 OTHER AGREEMENTS. To the extent permitted by the Act or other applicable law, but only to the extent not inconsistent with the terms of the Outstanding Notes, the County expressly reserves the right to enter into, purchase or otherwise obtain one or more other agreements, commitments or guarantees with respect to interest and interest rates on or related to the Notes (including, without limitation, agreements relating to interest rate caps, collars, indexing, swaps and otherwise) and with respect to any derivatives or derivative products which the County may from time to time authorize in connection with or relating to its obligations under the Notes and this Order without further approval of the Attorney General of the State of Texas.

ARTICLE IV

SECURITY AND SOURCES OF PAYMENT OF NOTES

Section 4.1 SECURITY AND PLEDGE. To provide security for the payment of the principal of and interest on the Notes and amounts due under the Credit Agreements, including the Loan Notes, as the same shall become due and payable, there is hereby granted a lien on and pledge of the following, subject to the provisions of this Order permitting the application thereof for the purposes and on the terms and conditions set forth herein: (i) the proceeds from the sale of Notes from time to time hereafter issued to pay Principal Amounts of Outstanding Notes and the Principal Amount of the Loan Notes; (ii) proceeds from the sale of refunding bonds issued by the County from time to time hereafter for the purpose of paying the Principal Amounts of and interest on the Notes and the Loan Notes; (iii) Loans drawn to pay the Principal Amounts of Outstanding Notes; (iv) amounts held in each Note Payment Account established for the Notes; and (v) the proceeds of the ad valorem tax levy as set forth below in Section 4.2.

Section 4.2 AD VALOREM TAX LEVY. During any year while the Notes or the Loan Notes (including both principal and interest) are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the money required to provide for the payment of the interest thereon as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereon as such principal matures (but never less than 2% of the County's outstanding indebtedness, including the Principal Amount of the Notes and the Outstanding Principal Amount of the Loan Notes based upon any Loan then Outstanding at the time of such tax levy); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits provided by

law, against all taxable property in the County for each year while any of the Notes or the Loan Notes or interest thereon are Outstanding; such tax shall be assessed and collected in each such year; and the proceeds of such tax shall be appropriated and applied to the payment of the interest on and principal of the Notes and the Loan Notes.

Section 4.3 Deleted on August 6, 2002.

Section 4.4 ALLOCATION; OTHER LAWFULLY AVAILABLE FUNDS. (a) There is hereby allocated, from lawfully available funds of the County, amounts sufficient to pay principal of and interest on the Notes reasonably anticipated to be issued and payable prior to the collection of the first tax levy for the Notes based upon Interest Rates actually authorized and/or the highest Interest Rates which the Authorized Representative is authorized to approve for payment during such period of time.

(b) In determining the amount of taxes to be levied and amount of other funds to be allocated to the payment of principal and interest on the Notes from and after the first tax levy, the County may take into account any other sources of funding that are lawfully available or are to be lawfully available for payment of such principal and interest on the Notes and may take into account the Credit Agreement and any legal limitation regarding the Maximum Rate or amount of interest that the Authorized Representative may be authorized to approve in the issuance and sale of Notes from time to time.

Section 4.5 INVESTMENT OF FUNDS. Pending its use, money in any funds, accounts and subaccounts established or maintained hereunder may be invested by the County, or at the direction of the County, in such investments as are permitted by the laws of the State of Texas and the written investment policy of the County; provided, however, that such investment does not inhibit the punctual payment of the principal of and interest on the Notes and provided further that no funds allocable to the payment of principal of and interest on the Notes shall be invested in any investments that would cause the withdrawal, lowering or suspension of any rating then assigned to the Notes by any rating agency, as evidenced by written notice to the County.

ARTICLE V

COVENANTS OF THE COUNTY

Section 5.1 LIMITATION ON ISSUANCE. (a) Unless this Order and the Credit Agreements are amended and modified by the Commissioners Court in accordance with the provisions hereof, the County covenants and agrees that there will not be issued and Outstanding under this Order at any time more than \$200,000,000 (for the Series D Notes), \$300,000,000 (for Series D-2 Notes) and \$200,000,000 (for Series D-3 Notes) in aggregate Principal Amount of Notes and Loan Notes.

(b) The County covenants and agrees that the total Principal Amount of all Notes Outstanding at any one time under this Order shall not exceed the available Commitment under the Series D Credit Agreement, the available Commitment under the Series D-2 Credit Agreement or the available Commitment under the Series D-3 Credit Agreement.

(c) The County covenants and agrees that it shall limit the issuance of Notes in such a manner that it will never cause an increase in the total Principal Amount of Notes and Loans Outstanding under this Order to exceed the amount for which the County has sufficient funds available for payment as the same become due and payable, taking into account the taxes levied by the County pursuant to Section 4.2 hereof plus all other amounts lawfully available to the County for such payment

pursuant to the Credit Agreements and from other lawful sources.

Section 5.2 MAINTENANCE OF AN AVAILABLE CREDIT AGREEMENT. The County agrees and covenants that at all times while there are Outstanding Notes it will maintain one or more Credit Agreements providing essentially the same level of liquidity to the County as provided by the Credit Agreements, in a Commitment amount sufficient to pay the Principal Amount of all such Notes. No Notes shall be issued if to do so would cause the aggregate Principal Amount of all Notes covered by each Credit Agreement to exceed the Commitment under each Credit Agreement. The availability for borrowing of such amounts under the Credit Agreements may be subject to reasonable conditions precedent including, but not limited to, bankruptcy of the County and absence of default by the County under any of its general obligation debt. In furtherance of the foregoing covenant, the County agrees that it will not issue any Notes or make any borrowings which will result in a violation of such covenant, will not amend the Credit Agreements in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for new Credit Agreements prior to, or contemporaneously with, the expiration of the Credit Agreements or any subsequent Credit Agreement.

ARTICLE VI

AMENDMENTS

Section 6.1 AMENDMENT OF ORDER. (a) Amendments Without Consent. This Order may be modified or amended at any time without notice to or the consent of any Owner of Outstanding Notes, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the County contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order for the purpose of more clearly expressing the intent of this Order;

(iii) To supplement the security for the Outstanding Notes issued hereunder, replace or provide additional Credit Agreements, or change the form of the Notes issued hereunder or make such other changes in the provisions hereof as the County may deem necessary or desirable and which shall not, in the judgment of the County, have a material adverse effect on the interests of the Owners of the Outstanding Notes issued hereunder;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Notes issued hereunder, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Notes issued hereunder;

(v) To provide for the replacement of the Dealers or the Dealer Agreements or the Issuing and Paying Agent or the Issuing and Paying Agent Agreement as permitted herein;

(vi) To change the Authorized Purposes with respect to any unissued Notes; or

(vii) To make any other modifications and amendments that will not become effective until the earlier of (x) 270 days or (y) the Business Day next following the final maturity of the Notes Outstanding on the day such modification or amendment is adopted.

(b) Amendments With Consent. Subject to the other provisions of this Order, the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Order which may be deemed necessary or desirable by the County; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Notes issued hereunder, the amendment of the terms and conditions in this Order or in the Notes so as to:

(i) Make any change in the maturity of the Outstanding Notes issued hereunder;

(ii) Modify the terms of payment of the principal of or interest on the Outstanding Notes issued hereunder, or impose any conditions with respect to such payment;

(iii) Affect the rights of the Owners of less than all Notes issued hereunder then Outstanding; or

(iv) Change the minimum percentage of the Principal Amount of Notes issued hereunder necessary for consent to such amendment.

(c) Notice. If at any time the County shall desire to amend this Order in a manner requiring the consent of the Owners of a majority in aggregate Principal Amount of Outstanding Notes, as provided in Section 6.1(b), the County shall cause notice of the proposed amendments to be sent not less than fourteen days prior to the date of approval of the amendments by the County by first class U.S. mail, postage prepaid, to each Owner at the address therefor shown on the Register at the close of business on the Business Day next preceding the date of mailing. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner to whom the notice was addressed receives such notice. Such notice shall briefly set forth the nature of the proposed amendments and the proposed effective date thereof and shall state that a copy thereof is on file at the office of the Authorized Representative and the principal corporate trust office of the Issuing and Paying Agent for inspection by all Owners of Notes issued hereunder.

(d) Receipt of Consents. Whenever at any time prior to the effective date of the proposed amendments the County shall receive an instrument or instruments executed by the Owners of at least a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, which instrument or instruments shall refer to the proposed amendments described in such notice and which specifically consent to and approve such amendments in substantially the form of the copy thereof on file as aforesaid, the amendments shall become effective, with County approval, in substantially the same form.

(e) Effect of Amendments. Upon the adoption by the County any order to amend this Order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with the amendatory order, and the respective rights, duties and obligations of the County and all the Owners of then Outstanding Notes issued hereunder and all future Notes issued hereunder shall thereafter be determined, exercised and enforced under this Order, as amended.

(f) Consent Irrevocable. Any consent given by any Owner of Outstanding Notes issued hereunder pursuant to the provisions of this Section shall be irrevocable during the period commencing on the date of the County's receipt of the consent and ending on the proposed effective date stated in the County's notice, and shall be conclusive and binding upon all future Owners of the same Notes during such period. Such consent may be revoked at any time after the proposed effective date stated in the notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the County, but such revocation shall not be effective if the Owners of a majority in aggregate Principal Amount of Outstanding Notes issued hereunder, prior to the attempted revocation, consented to and approved the amendments.

(g) Ownership. For the purpose of this Section, the fact of ownership of Notes hereunder by any Owner and the amount and the numbers of such Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Owner if such affidavit shall be deemed by the County to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by the County to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Notes described in such certificate. The County may conclusively assume that such ownership continues until it receives written notice to the contrary.

Section 6.2 NOTICES TO RATING AGENCIES. The Authorized Representative shall give to each credit rating agency that has issued a rating on the Notes notice of each proposed amendment to this Order, and each increase or decrease in the Commitment for the Series D Notes, the Series D-2 Notes or the Series D-3 Notes under or other amendment to any Credit Agreement.

Section 6.3 OTHER CONSENTS. The County further agrees to provide any notices to and obtain any consents from the Credit Providers, Dealers, Issuing and Paying Agent or others to the extent required by the Credit Agreements, Dealer Agreements and Issuing and Paying Agent Agreement.

ARTICLE VII

TAX COVENANTS

Section 7.1 TAX EXEMPTION. The County intends that the interest on the Notes shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Notes. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Notes (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Notes) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Notes to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Notes for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Notes to (i) provide funds for Authorized Purposes and (ii) to pay the costs of issuing the Notes. The County will not use any portion of the proceeds of the Notes to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

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

(c) Principal of and interest on the Notes will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, certain other lawfully available funds and, as available, proceeds of the Notes.

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

(e) At all times while the Notes are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Notes in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Notes and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Notes. To the extent necessary to prevent the Notes from constituting “arbitrage bonds,” the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Notes to be less than the yield that is materially higher than the yield on the Notes.

(f) The County will not take any action or knowingly omit to take any action which, if taken or omitted, would cause the Notes to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Notes will be invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Notes will be used to carry out the governmental purpose of the Notes within the three-year period beginning on the date of issue of the Notes.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Notes, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Notes as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Notes and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Notes not been relevant to either party.

(j) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Notes on such form and in such place as the Secretary may prescribe.

(k) The County will not issue or use the Notes as part of an "abusive arbitrage device" (as defined in Section 1.148-IO(a) of the Regulations). Without limiting the foregoing, the Notes are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Notes are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Notes and stating whether there are facts, estimates or circumstances that would materially change the County's expectations. On or after the date of issuance of the Notes, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Note holders and any subsequent Note holder, and may be relied upon by the Note holders and any subsequent Note holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Notes to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 7.1 shall survive the defeasance and discharge of the Notes for as long as such matters are relevant to the exclusion of interest on the Notes from the gross income of the owners for federal income tax purposes.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY; ENFORCEMENT. In consideration of the acceptance of the Notes by the Owners thereof from time to time and the acceptance of the Credit Agreement by the Credit Provider, this Order shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Notes and the Credit Provider and the annual assessment and collection of annual ad valorem taxes pursuant to the tax levy and pledge made in this Order by the County and the covenants and agreements set forth in this Order to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Owners of the Notes and the Credit Provider without preference, priority or distinction

as to security or otherwise of any of the Notes or any Loan Notes over any of the others by reason of time of issuance, sale or maturity thereof or otherwise of any cause whatsoever, except as expressly provided in or permitted by this Order. The payment of the Notes and the Loan Notes and performance by the County of its obligations hereunder and under the Credit Agreement may be enforced by mandamus or other appropriate proceeding; provided that mandamus is limited to non-discretionary duties of the County.

Section 8.2 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 8.3 PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the Form of Notes, whenever under the terms of this Order or the Notes, the performance date of any provision hereof or thereof, including the payment of the principal of and interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 8.4 LIMITATION OF BENEFITS WITH RESPECT TO THIS ORDER. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Notes is intended or should be construed to confer upon or give to any person other than the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider, any legal or equitable right, remedy or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Order and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners of the Notes, the Issuing and Paying Agent, the Dealer and the Credit Provider as herein provided.

Section 8.5 APPROVAL OF ATTORNEY GENERAL. No Notes herein authorized to be issued shall be sold or delivered by County until the Attorney General shall have approved this Order, each Credit Agreement and other agreements and proceedings as may be required in connection therewith, all as is required by the Act.

Section 8.6 APPROVAL OF OFFERING MEMORANDA. The County hereby approves, and authorizes the use thereof by the Dealer in the offering of the Notes, the form of each initial Offering Memorandum for the Notes (the "Offering Memoranda"), substantial drafts of which are attached hereto in Exhibit C-1, C-2 and C-3. The Authorized Representative is hereby authorized to approve any amendments and modifications and supplements thereto and the form of any subsequent or updated Offering Memoranda, to be used by the Dealer in the offering of the Notes, and the use thereof by the Dealer in connection therewith.

Section 8.7 NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes for any claim based thereon or on this Order or the Credit Agreement against any official, officer, agent or employees of the County or any person executing any Notes or any Credit Agreement.

Section 8.8 COSTS OF ISSUANCE. A portion of the proceeds of the Notes shall be applied to pay costs and expenses arising in connection with their issuance.

Section 8.9 FURTHER PROCEEDINGS. The County Judge, County Clerk, the Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget, the County Attorney, the County Treasurer or any one or more of such officials shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the County such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Credit Agreements, the Dealer Agreements, the Issuing and Paying Agent Agreement, the Notes and the Loan Notes. In case any officer whose signature appears on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. In addition, subject to the further approval of the Commissioners Court, the County Judge, the Executive Director, Office of Management and Budget, and Deputy Executive Director, Office of Management and Budget, are hereby authorized to approve, subsequent to the date of the adoption of this Order, any amendments, revisions, modifications or deletions to the Credit Agreements, Dealer Agreements and Issuing and Paying Agent Agreement, including, but not limited to, extensions thereto, as may be required by any bond rating agency, as a condition to the granting or maintenance of a rating on the Notes or as may be necessary or desirable to carry out the purposes of this Order or protect the interests of the County. Further, the County Judge, the Executive Director, Office of Management and Budget, Deputy Executive Director, Office of Management and Budget, are hereby authorized to execute and/or deliver any certificates or other instruments requested by the Attorney General of the State of Texas concerning the County's ad valorem tax levy, its issuance of Notes and Loan Notes, and the calculation of funds sufficient to comply with this Order.

Section 8.10 OPEN MEETING. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the Harris County Administration Building for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.11 REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.12 EFFECTIVE DATE. This Order shall be in force and effect from and after its passage on the date shown below.

ADOPTED, PASSED AND APPROVED this 10th day of January, 2023.

HARRIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

(SEAL)

[Signature Page to Order]

EXHIBIT A

FORM OF SERIES [D] [D-2] [D-3] NOTES

Note
Number _____-1
Amount
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

HARRIS COUNTY, TEXAS
GENERAL OBLIGATION COMMERCIAL PAPER NOTE
SERIES __

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Interest Amount</u>
			%	\$

REGISTERED OWNER:

PRINCIPAL AMOUNT:

On the Maturity Date set forth above, for value received, HARRIS COUNTY, TEXAS (the “County”) promises to pay to the order of the party identified above, or registered assigns, upon presentation and surrender hereof at the principal corporate trust office of the Issuing and Paying Agent executing the “Certificate of Authentication” endorsed hereon and appearing below, or its successor, the Principal Amount set forth above, together with interest thereon, at the Interest Rate per annum set forth above computed on the actual number of days elapsed over a 365-day year, from the Issue Date set forth above to the Maturity Date set forth above, both principal of and interest on this obligation being payable in lawful money of the United States of America.

This Commercial Paper Note is one of an issue of commercial paper notes (the “Commercial Paper Notes”) that has been duly authorized and issued in accordance with the provisions of orders adopted by the Commissioners Court of the County on September 29, 1998, as amended and restated on November 2, 1999, August 6, 2002, April 22, 2008, February 11, 2014, April 16, 2016, October 23, 2018, November 15, 2022 and January 10, 2023 (collectively, the “Order”), for the Authorized Purposes set forth in the Order and to refinance, renew or refund the principal amounts of Commercial Paper Notes previously issued pursuant to the provisions of the Order and certain amounts advanced under the Credit Agreement, all in accordance and in strict conformity with the laws of the State of Texas, including Chapter 331, Texas Local Government Code, Chapter 1431, Texas Government Code, as amended, and the Elections. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Order.

Provision has been made for the payment of the principal amount of this Commercial Paper Note, together with the principal amount of other Commercial Paper Notes of this series and certain advances pursuant to the Credit Agreement, from the proceeds of sales of additional Commercial Paper Notes and advances under the Credit Agreement. Provision has further been made for the payment of the interest on and the principal of this Commercial Paper Note, together with the other Commercial Paper Notes of this series and the County's obligations under the Credit Agreement, by the levy of an annual ad valorem tax sufficient to provide for the payment of the interest on and

principal of such Commercial Paper Notes, as such interest comes due and as such principal matures, and such obligations under the Credit Agreement, and such ad valorem taxes have been levied and ordered to be levied, within the limits provided by law, against all taxable property in the County and such taxes have been irrevocably pledged for payment of such interest and principal and obligations.

It is hereby certified and recited that all acts, conditions and things required by law and the Order to exist, to have happened and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Commercial Paper Notes and the Loan Notes, is not in excess of the principal amount of such obligations permitted to be issued under the Order and the Constitution and laws of the State of Texas.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas and an “investment security” under Chapter 8, Texas Business and Commerce Code, as amended.

This Commercial Paper Note shall not be entitled to any benefit under the Order or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, this Commercial Paper Note has been executed with the manual or facsimile signatures of the County Judge, countersigned by the County Clerk and registered by the County Treasurer, and the seal of the County has been manually impressed or printed in facsimile hereon.

HARRIS COUNTY, TEXAS

County Judge

REGISTERED:

COUNTERSIGNED:

County Treasurer

County Clerk

(SEAL)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or type name, address and zip code of transferee): _____ (Social Security or other identifying number) within Commercial Paper Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Commercial Paper Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: The signature on this assignment must correspond to the name of the registered owner as it appears on the face of the within Commercial paper Note in every particular, without any alteration, enlargement or change whatsoever.

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Order.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Issuing and Paying Agent

By: _____
Authorized Signatory

EXHIBIT B

DTC LETTER OF REPRESENTATIONS

EXHIBIT C-1

FORM OF OFFERING MEMORANDUM FOR THE SERIES D NOTES

EXHIBIT C-2

FORM OF OFFERING MEMORANDUM FOR THE SERIES D-2 NOTES

EXHIBIT C-3

FORM OF OFFERING MEMORANDUM FOR THE SERIES D-3 NOTES

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 certify that the attached and foregoing is a true and correct copy of an order entitled:

ORDER AMENDING ORDERS AUTHORIZING THE ISSUANCE OF HARRIS COUNTY, TEXAS, GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES B AND D AND GENERAL OBLIGATION UNLIMITED TAX COMMERCIAL PAPER NOTES, SERIES C

adopted by such Commissioners Court at a meeting, open to the public, held on January 10, 2023, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said 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 County Courthouse 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 SAID COURT, this January 10, 2023.

County Clerk

(SEAL)