

AMENDMENT NO. 1

TO

LOAN NO. CL440

BETWEEN

Harris County ("Borrower")  
1001 Preston  
Houston, Texas 77002

AND

Texas Comptroller of Public Accounts ("Lender")  
State Energy Conservation Office  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street  
Austin, Texas 78774-0100

**I. Recitals**

**WHEREAS**, Lender and Borrower entered into Loan Agreement No. CL440 ("Loan Agreement") effective January 29, 2024, for a loan to public sector institutions for energy efficient projects related to the LoanSTAR Revolving Loan Program; and

**WHEREAS**, Lender and Borrower desire to execute this Amendment No. 1 ("Amendment") to modify the Loan Approval Statement;

NOW, THEREFORE, Lender and Borrower hereby agree as follows:

**II. Amendment**

1. Attachment A-1, Loan Approval Statement, is hereby deleted in its entirety and replaced with the revised Attachment A-1, Loan Approval Statement, attached hereto.

**III. Terms and Conditions**

1. This Amendment, together with the Agreement represents the entire agreement between the parties concerning the subject matter of the Agreement and supersedes any and all prior or contemporaneous oral or written statements, agreements, or negotiations.

2. In the event of conflicting language between the Agreement and the language in this Amendment, the language in this Amendment shall control.

**IV. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the signature date of the latter of the parties to sign this amendment.

**LENDER:**

Texas Comptroller of Public Accounts

**BORROWER:**

Harris County

By \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller

By \_\_\_\_\_  
Lina Hidalgo  
Harris County Judge

Date \_\_\_\_\_

Date \_\_\_\_\_

**AMENDMENT NO. 1 TO LOAN NO. CL440**

**ATTACHMENT A-1, Loan No. CL440**

**LOAN APPROVAL STATEMENT  
For Energy Conservation Measures**

Borrower: Harris County  
Address: 1001 Preston Ste. 500  
City: Houston, TX 77002  
Loan Coordinator: Jeffery Hill  
Title: Director of Facilities and Property  
Phone: (713) 274-3760

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Building</b>	<b>Proposed New Equipment</b>	<b>Equipment Type</b>	<b>Equipment Cooling Capacity (Cooling Tons)</b>	<b>Loan Amount (\$)</b>
1111 Fannin	Carrier - 19MV-43M43N379E55 (or approved equal)	Water Cooled Chiller (Centrifugal)	580	\$1,149,000.00
1111 Fannin	Carrier - 19MV-43M43N379E55 (or approved equal)	Water Cooled Chiller (Centrifugal)	580	\$1,149,000.00
			<b>1,160</b>	<b>\$2,298,000.00</b>

<b>TOTAL LOAN AMOUNT</b>	<b>\$2,298,000.00</b>
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Anticipated Substantial Completion Time	<b>24 months</b>
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Comments: \_\_\_\_\_

***NOTE: The final Loan Repayment Schedule will be sent to Borrower after construction has been completed and the Borrower's Final Report is accepted by Lender and SECO. The outstanding loan balance on the Loan Repayment Schedule shall be the principal plus accrued interest due as of the first payment due on the Loan. The loan repayment term is equal to fifteen (15) years.***

**Loan Statement Definitions**

- a) **Building** – Building name and areas serviced (square feet).
- b) **Proposed New Equipment** - Include brand and model number.
- c) **Equipment Type** – Identify whether the replacement equipment is an air cooled or water cooled chiller.
- d) **Equipment Cooling Capacity** – Nominal capacity in cooling tons.
- e) **Loan Amount (\$)** - includes cost of detail engineering design, labor, and materials to implement retrofit.

**[END OF ATTACHMENT A-1]**

AMENDMENT NO. 1

TO

LOAN NO. CL441

BETWEEN

Harris County ("Borrower")  
1001 Preston  
Houston, Texas 77002

AND

Texas Comptroller of Public Accounts ("Lender")  
State Energy Conservation Office  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street  
Austin, Texas 78774-0100

**I. Recitals**

**WHEREAS**, Lender and Borrower entered into a Loan Agreement No. CL441 ("Loan Agreement") effective January 29, 2024, for a loan to public sector institutions for energy efficient projects related to the LoanSTAR Revolving Loan Program; and

**WHEREAS**, Lender and Borrower desire to execute this Amendment No. 1 ("Amendment") to modify the Loan Approval Statement;

NOW, THEREFORE, Lender and Borrower hereby agree as follows:

**II. Amendment**

1. Attachment A-1, Loan Approval Statement, is hereby deleted in its entirety and replaced with the revised Attachment A-1, Loan Approval Statement, attached hereto.

**III. Terms and Conditions**

1. This Amendment, together with the Agreement, represents the entire agreement between the parties concerning the subject matter of the Agreement and supersedes any and all prior or contemporaneous oral or written statements, agreements, or negotiations.

2. In the event of conflicting language between the Agreement and the language in this Amendment, the language in this Amendment shall control.

**IV. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the signature date of the latter of the parties to sign this amendment.

**LENDER:**

Texas Comptroller of Public Accounts

By \_\_\_\_\_

Lisa Craven

Deputy Comptroller

Date \_\_\_\_\_

**BORROWER:**

Harris County

By \_\_\_\_\_

Lina Hidalgo

Harris County Judge

Date \_\_\_\_\_

**AMENDMENT NO. 1 TO LOAN NO. CL441**

**ATTACHMENT A-1, Loan No. CL441**

**LOAN APPROVAL STATEMENT  
For Energy Conservation Measures**

Borrower: Harris County  
Address: 1001 Preston Ste. 500  
City: Houston, TX 77002  
Loan Coordinator: Jeffery Hill  
Title: Director of Facilities and Property  
Phone: (713) 274-3760

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Building</b>	<b>Proposed New Equipment</b>	<b>Equipment Type</b>	<b>Equipment Cooling Capacity (Cooling Tons)</b>	<b>Loan Amount (\$)</b>
1111 Fannin	Carrier - 19MV-43M43N379E55 (or approved equal)	Water Cooled Chiller (Centrifugal)	580	\$1,149,000.00
			<b>580</b>	<b>\$1,149,000.00</b>

<b>TOTAL LOAN AMOUNT</b>	<b>\$1,149,000.00</b>
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Anticipated Substantial Completion Time	<b>24 months</b>
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Comments: \_\_\_\_\_

***NOTE: The final Loan Repayment Schedule will be sent to Borrower after construction has been completed and the Borrower's Final Report is accepted by Lender and SECO. The outstanding loan balance on the Loan Repayment Schedule shall be the principal plus accrued interest due as of the first payment due on the Loan. The loan repayment term is equal to fifteen (15) years.***

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**[END OF ATTACHMENT A-1]**