

ORDER AUTHORIZING THE ISSUANCE OF FORT BEND COUNTY, TEXAS,
REVENUE ANTICIPATION NOTE, SERIES 2022H

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, Fort Bend County, Texas (the "County") is authorized to issue notes payable from revenues pursuant to Chapter 1431, Texas Government Code;

WHEREAS, pursuant to Chapter 562.016, Texas Local Government Code, a county with a population of two million or more and any adjoining county may, with a municipality's approval, acquire, own, finance, operate, or contract for the operation of, a water or sewer utility system to serve an area within a municipality;

WHEREAS, the County adjoins a county with a population of two million or more and the County has received the approval of the City of Arcola ("Arcola") to finance a water or sewer utility system in Arcola to serve Arcola (the "Arcola Water Treatment Plant Project");

WHEREAS, pursuant to the Arcola Grant Agreement (as defined herein), Arcola has approved the County's construction of water and sewer utilities within the City;

WHEREAS, pursuant to Chapter 381.003, Texas Local Government Code, the commissioners court of a county may administer or otherwise engage in community and economic development projects authorized under Title I of the Housing and Community Development Act of 1974 or under any other federal law creating community and economic development programs;

WHEREAS, Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the "Section 108 Act") provides Community Development Block Grant ("CDBG") recipients with grants for the purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;

WHEREAS, the Arcola Water Treatment Plant Project is eligible for the CDBG funds because it meets the CDBG Program National Objective of benefitting low and moderate income persons as a low and moderate income area benefit activity and, according to HUD, 59.85% of Arcola residents have "low and moderate income," as defined by the Section 108 Act;

WHEREAS, use of the CDGB funds is further authorized for the Arcola Water Treatment Plant Project under 24 CFR 570.201(c);

WHEREAS, the Commissioners Court of the County, on the recommendation of the County Auditor and at the request of the City of Arcola, hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue the "Fort Bend County, Texas, Revenue Anticipation Note, Series 2022" for the purposes herein described and that the Note shall be solely payable from and secured by County CDBG Revenues (as defined herein); Now, Therefore

BE IT ORDAINED BY FORT BEND COUNTY:

1. Definitions. Throughout this order the following terms and expressions as used herein shall have the meanings set forth below:

“Arcola Grant Agreement” means the grant agreement between the County and the City of Arcola, Texas whereby Arcola has granted to the County the Arcola CDBG funds received by Arcola from HUD, which funds shall be used, along with all other CDBG Revenues of the County, to pay debt service on the Note.

“Authorized Officer” means each of the County Judge and the County Auditor.

“Business Day” means any day that is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“CDBG Revenues” means any and all U.S. Department of Housing and Urban Development Community Development Block Grant (“CDBG”) Funds received by the County and pledged to the payment of the Note, including but not limited to, all U.S. Department of Housing and Urban Development CDBG Funds received by the County pursuant to the Arcola Grant Agreement.

“Code” means the Internal Revenue Code of 1986.

“Commissioners Court” means the officers of Fort Bend County, including the Commissioner of each of Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

“Contract for Loan Guarantee Assistance” means that certain contract entered into by the County with the Secretary of HUD, as guarantor for the guarantee of the Note made pursuant to the Section 108 Act and 24 CFR 570.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“County” means Fort Bend County, Texas.

“Final Maturity” means August 1, 2029.

“HUD” means United States Department of Housing and Urban Development.

“HUD Secretary” means the Secretary of Housing and Urban Development as guarantor for the Guarantee made on the Note pursuant to the Section 108 Act.

“Initial Note” means the Initial Note authorized by Section 5(d) of this Order.

“Interest and Sinking Fund” means the debt service fund established by the County pursuant to Section 15 of this Order.

“Interest Payment Date,” when used in connection with any Note, means each interest payment date as set out in the Form of Note in Exhibit A hereto.

“Issuance Date” means the date on which the Note are delivered to and paid for by the Purchaser.

“Note” means the note of the Fort Bend County, Texas, Revenue Anticipation Note, Series 2022 authorized in this Order and attached hereto as Exhibit A, unless the context clearly indicates otherwise.

“Order” as used herein and in the Note means this order authorizing the Note.

“Owner” means any person who shall be the registered owner of any outstanding Note.

“Purchaser” means Daedalus & Co as Nominee for Federated Hermes Money Market Obligations Trust on behalf of its Federated Hermes Government Obligations Fund.

“Record Date” means, for any Interest Payment Date, the close of business on the 15th day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Note registered to, each Owner.

“Registrar” or “Paying Agent” means initially the County Auditor of Fort Bend County, Texas or any successors in that capacity.

“Request for Advance” means the Request for Advance described in Section 4 and attached hereto as Exhibit B.

2. Authorization. The Note shall be issued initially as a single Note with a stated principal amount of \$3,384,000.00; provided, however, that the principal amount due thereon shall be only such amount as has been advanced to the County. Once repaid, such principal amounts may not be re-drawn. The Note shall be issued pursuant to Chapter 1431, Texas Government Code, Chapter 562.016, Local Government Code and Chapter 381.003, Local Government Code for (i) the construction, acquisition and equipment of a public work for the County’s authorized needs and purposes, including to finance a water or sewer utility system to serve the City of Arcola, Texas, (ii) paying the costs of professional services incurred in connection with the foregoing project, and (iii) paying the costs of issuance of the Note.

3. Designation, Numbers, Interest. The Note shall be designated as the “FORT BEND COUNTY, TEXAS, REVENUE ANTICIPATION NOTE, SERIES 2022” and shall be dated May 1, 2022. The Note shall bear interest on the aggregate outstanding principal amount advanced to the County at the rate set forth in the Form of Note attached hereto as Exhibit A, accruing from the date of each Advance, and payable on each Interest Payment Date. Provided, however, the net effective interest rate on the Note shall never exceed the maximum rate allowed by Chapter 1204, Texas Government Code. Interest on the Notes shall be calculated on the basis of a 360-day year consisting of twelve 30-day months from the date on which each Advance is made or from the most recent Interest Payment Date to which such interest has been paid or duly provided for.

4. Advances. (a) The initial and only Advance under the Notes shall be made on the Issuance Date in the amount of \$3,384,000.00.

(b) There will be no subsequent advances after the initial advance. A payment schedule for the Notes is attached hereto as Schedule I.

(d) To initiate an Advance, an Authorized Officer shall deliver to the HUD Secretary a Request for Advance pursuant to the Contract for Loan Guarantee Assistance. The HUD Secretary shall then make the Advance in accordance with this Order, the Contract for Loan Guarantee Assistance and the Request for Advance.

(e) The County hereby expressly warrants and covenants that the certifications made by an Authorized Officer in each Request for Advance will be true, correct, accurate, and complete on and as of the respective dates on which they are made, and the County shall be bound thereby, and the Financial Advisor, Bond Counsel, and the Purchaser are entitled to accept the same as true and correct and shall be under no obligation to make inquiry beyond the Authorized Officer's certification.

5. Execution of Note. (a) The Note shall be signed on behalf of the County by the County Judge, by their manual, lithographed, or facsimile signature. Such facsimile signature on the Note shall have the same effect as if the Note had been signed manually and in person by said officer.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the authentication of such Note or before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Note delivered at the Issuance Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Note, being a single note representing the entire principal amount of the Note, payable to the Purchaser or its designee, executed by manual or facsimile signature of the County Judge, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Purchaser or its designee. If the Purchaser desires, it may hold the Initial Note in lieu of holding definitive Notes.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent and registrar for the Note. The principal of the Note shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable to the Registrar at its principal payment office. The interest on each Note shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by wire transfer if requested by the Owner.

If the date for payment of the principal of or interest on any Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Appointment of Initial Paying Agent/Registrar. The County is hereby declared to be the issuer-registrar with respect to the Note as defined and provided for in Section 1203.021, Texas Government Code, and the County Auditor is hereby appointed as the initial Paying Agent/Registrar for the Note on behalf of the County. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note. At all times while the Note is outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 7 of this Order. If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement. The County reserves the right to change the Registrar on not less than thirty (30) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Note; provided, that the County shall not terminate the initial Paying Agent/Registrar so long as the initial Purchaser is the sole owner of the Note. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal of or interest on such Note, and for all other purposes, whether or not such Note is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Note to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Note remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

10. Registration, Transfer, and Exchange. So long as any Note remains outstanding, the Registrar shall keep the Register at its principal payment office in Richmond, Texas, and subject to

such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Note in accordance with the terms of this Order.

Each Note shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Richmond, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Note in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Note, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note so presented.

Note shall be exchangeable upon presentation and surrender at the principal payment office of the Registrar in Richmond, Texas, for a Note of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Note presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Note in accordance with the provisions of this Section. Each Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note in lieu of which such Note is delivered.

The County or the Registrar may require the Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

11. Mutilated, Lost, or Stolen Note. Upon the presentation and surrender to the Registrar of a mutilated Note, the Registrar shall authenticate and deliver in exchange therefor a replacement Note of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Note is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

- (1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Note;
- (2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

- (4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the County and the Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Note, authorize the Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note in lieu of which such replacement Note is delivered.

12. Cancellation of Note. Any Note paid in accordance with this Order, and any Note in lieu of which exchange Note or replacement Note are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Note.

13. Optional Redemption; Defeasance. (a) The Note is subject to optional redemption in the manner and with such as notice as set forth in Section 1(B) of the Form of Note attached hereto as Exhibit A.

(b) The Notes may be discharged or defeased in any manner now or hereafter permitted by law.

14. Forms. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Order, shall be, respectively, substantially as set forth in Exhibit A, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

The Initial Revenue Anticipation Note, to be submitted to the Attorney General of Texas for approval shall be numbered "I-1."

15. Creation of Special Funds; Pledge of Revenues. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County for so long as the Note or interest thereon are outstanding and unpaid. The Interest and Sinking Fund shall be used only for paying the interest on and principal of the Note. In addition, a special Proceeds Fund (the "Proceeds Fund") is hereby created and, upon receipt by the County, proceeds from the issuance of the Note shall be deposited in the Proceeds Fund and only disbursed for purposes identified in Section 2 of this Order or, to the extent not used for such purposes, to pay the principal and interest on the Note.

The County shall budget and collect CDBG Revenues, in amounts sufficient to pay the principal and interest on the Note as the same become due, and to deposit the same into the Interest and Sinking Fund in order to provide for such timely payment. While the Note or any part of the principal thereof or interest thereon remain outstanding and unpaid, all available CDBG Revenues received by the County are hereby pledged to the payment of the Note.

Amounts held in the Interest and Sinking Fund and, until expended for the purposes set forth in Section 2 hereof, amounts held in the Proceeds Fund shall be pledged to secure the timely payment of the principal and interest on the Note.

THE REGISTERED OWNERS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THE NOTE OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION.

16. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the CDBG Revenues granted by the County under Section 15 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note are outstanding an unpaid such that the pledge of the CDBG Revenues granted by the County under Section 15 of this Order is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

17. Further Proceedings. After the Note has been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Note and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Note has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Note, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

18. Sale of Note. The sale of the Note to Daedalus & Co., as Nominee for Federated Hermes Money Market Obligations Trust on behalf of its Federated Hermes Government Obligations Fund at par and for the interest rate stated in the Form of Note attached as Exhibit A to this Order is hereby approved. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable by the County. The Note shall initially be registered in the name of the registered Owner or its designee. Upon the sale of the Note, delivery thereof to the registered Owner shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale..

20. Use of Proceeds. Proceeds from the sale of the Note shall be used for the purposes described in Section 2 of this Order and for paying the costs of issuance of the Note. Any proceeds remaining after accomplishing the purposes set out in Section 2 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Interest and Sinking Fund.

21. Related Matters. The County Judge, the Commissioners Court, the County Clerk and

other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

22. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Note or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Note.

23. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED on the 24th day of May, 2022.



County Judge
Fort Bend County, Texas

ATTEST:



County Clerk
Fort Bend County, Texas



**SCHEDULE I
PAYMENT SCHEDULE⁽¹⁾**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2023			249,570	249,570	
08/01/2023	607,000	15.000%	253,800	860,800	1,110,370
02/01/2024			208,275	208,275	
08/01/2024	309,000	15.000%	208,275	517,275	725,550
02/01/2025			185,100	185,100	
08/01/2025	309,000	15.000%	185,100	494,100	679,200
02/01/2026			161,925	161,925	
08/01/2026	309,000	15.000%	161,925	470,925	632,850
02/01/2027			138,750	138,750	
08/01/2027	309,000	15.000%	138,750	447,750	586,500
02/01/2028			115,575	115,575	
08/01/2028	309,000	15.000%	115,575	424,575	540,150
02/01/2029			92,400	92,400	
08/01/2029	1,232,000	15.000%	92,400	1,324,400	1,416,800
	3,384,000		2,307,420	5,691,420	5,691,420

(1) Subject to final approval by HUD.

EXHIBIT A
FORM OF NOTE⁽¹⁾

(a)

(1) Subject to final approval by HUD.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 LOAN GUARANTEE PROGRAM**

VARIABLE/FIXED RATE NOTE

NOTE NUMBER: **B-19-UC-48-0004**

DATE OF NOTE: _____

BORROWER: **County of Fort Bend, Texas**
**[City of Arcola Water Treatment Plant
Project]**

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

MAXIMUM COMMITMENT
AMOUNT: **\$3,384,000**

COMMITMENT AMOUNTS: See
Commitment Schedule attached hereto.

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER: Daedalus & Co
As Nominee for
Federated Hermes Money Market Obligations Trust
on behalf of its Federated Hermes Government
Obligations Fund

I. Terms Applicable Before the Conversion Date

A. Advances

For value received, the undersigned, the County of Fort Bend (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Texas, promises to pay to the Registered Holder (the "Holder," which term includes any successors or assigns), at the time, in the manner, and with

interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Bank of New York Mellon (successor to The Chase Manhattan Bank and JPMorgan Chase Bank, N.A.), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to the Applicable Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to the Applicable Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If Secretary and Holder agree to a Subsequent Rate (as hereinafter defined) and Subsequent Variable Interest Rate (as hereinafter defined) pursuant to paragraph IV.H. of this Note, the Secretary shall notify the Fiscal Agent in writing of any Subsequent Rate and Subsequent Variable Interest Rate within two Business Days of the determination thereof. If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"3-Month T-Bill Rate" for any given Business Day means, except in the case of manifest error, the High Rate announced in the most recent Treasury Auction Results release corresponding to the 13-Week Bill auction with an auction date on a day preceding the initial Advance, or for subsequent Advances, the most recent Reset Date (but not with respect to an auction published on any Reset Date), as published on TreasuryDirect or any successor publication, published by the U.S. Department of the Treasury Bureau of the Fiscal Service, under the "Financial Institutions" heading (or any successor heading), in the section titled "Announcements, Data & Results" (or any successor section) and under the subsection "Bills – Security Term: 13-Week" (or any successor caption). If, as of any Reset Date, such rate was not published on TreasuryDirect or any successor publication any day since the immediately preceding Reset Date, for each interest period, the 3-Month T-Bill Rate shall be the yield on Treasury Bills (secondary market) with 3-month maturity, as reported in Federal Reserve Statistical Release H. 15, Selected Interest Rates of the Board of Governors of the Federal Reserve System (or any successor publication).

Prior to the effective date of a Subsequent Rate and Subsequent Variable Interest Rate established by an amendment to this Note pursuant to paragraph IV.H. of this Note, "Applicable Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before such Reset Date.

Upon the effective date of a Subsequent Rate and Subsequent Variable Interest Rate established by an amendment to this Note pursuant to paragraph IV.H. of this Note, "Applicable Rate" means the Subsequent Variable Interest Rate.

"New York Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the New York interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

"Subsequent Rate" means the rate, as agreed upon by Secretary and Holder, that shall be used in lieu of the 3-Month T-Bill Rate to establish the Applicable Rate, upon agreement between the Secretary and Holder. The Subsequent Rate shall be a rate that is publicly available daily.

"Subsequent Variable Interest Rate" means the interest rate for each Advance that will be set on the date of such Advance and will be equal to a specific amount of basis points above or below the Subsequent Rate, and thereafter will be adjusted monthly on the Reset Date to an interest rate equal to a specific amount of basis points above or below the Subsequent Rate, all as agreed upon by the Secretary and Holder pursuant to paragraph IV.H. of this Note.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

IV. General Terms

A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the unpaid Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility

of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary based upon a written request by the Borrower absent the consent of the Holder.

Notwithstanding the foregoing, Borrower agrees that Note may be amended without consent of the Borrower to establish a Subsequent Rate and a Subsequent Variable Interest Rate for purposes of determining the Applicable Rate, if the Secretary, in his or her sole discretion, determines that an Applicable Rate based upon the 3-Month T-Bill Rate no longer represents a reasonable rate, and the Secretary and Holder agree on a reasonable Subsequent Rate and Subsequent Variable Interest Rate. Any amendment establishing a Subsequent Rate and Subsequent Variable Interest Rate shall be appended to and become part of this Note as of the effective date of such amendment. Borrower shall be given 30 days-notice prior to the effective date of an amendment establishing a Subsequent Rate and Subsequent Variable Interest Rate.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

V. Borrower-Specific Provisions

[This space intentionally left blank]

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

County of Fort Bend, Texas
BORROWER

By: _____
(Signature)

(Name)

(Title)

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____
attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of
substitution.

Dated: _____

Note: The signature to this assignment
must correspond with the name as written on
the face of the Note without alteration or
enlargement or other change.

Signature Guaranteed:

Qualified Financial Institution

By: _____
Authorized Signature

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the
Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

APPENDIX A

Special Pre-Conversion Interest Rates.

- (a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.
- (b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing within two Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

- (c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.

- (d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

COMMITMENT SCHEDULE

Note No. B-19-UC-48-0004

<u>Principal Due Date</u>	<u>Commitment Amount</u>
August 1, 2023	607,000
August 1, 2024	309,000
August 1, 2025	309,000
August 1, 2026	309,000
August 1, 2027	309,000
August 1, 2028	309,000
August 1, 2029	1,232,000
August 1, 2030	-
August 1, 2031	-
August 1, 2032	-
August 1, 2033	-
August 1, 2034	-
August 1, 2035	-
August 1, 2036	-
August 1, 2037	-
August 1, 2038	-
August 1, 2039	-
August 1, 2040	-
August 1, 2041	-
August 1, 2042	-
Maximum Commitment Amount =	\$3,384,000

SCHEDULE P&I*

Note No. B-19-UC-48-0004

Principal Amount	Principal Due Date	Interest Rate**	Optional Redemption Available	
			YES	NO
	August 1, 2023			X
	August 1, 2024			X
	August 1, 2025			X
	August 1, 2026			X
	August 1, 2027			X
	August 1, 2028			X
	August 1, 2029			X
	August 1, 2030			X
	August 1, 2031			X
	August 1, 2032			X
	August 1, 2033		X	
	August 1, 2034		X	
	August 1, 2035		X	
	August 1, 2036		X	
	August 1, 2037		X	
	August 1, 2038		X	
	August 1, 2039		X	
	August 1, 2040		X	
	August 1, 2041		X	
	August 1, 2042		X	

\$ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2032, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2031.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.

** The fixed rate applicable to each Principal Amount shall be listed by the Secretary.

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL) _____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Note has been delivered pursuant to the Order described in the text of this Note.

Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

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

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

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Note in every particular, without any

NOTICE: Signature must be

guaranteed by a member firm of the
New York Stock Exchange or a
commercial bank or trust company.

alteration, enlargement or change
whatsoever.

EXHIBIT B

FORM OF REQUEST FOR ADVANCE

[On Letterhead of Borrower]

TEMPLATE LETTER--REQUEST FOR ADVANCE

U.S. Department of Housing and Urban Development
Paul D. Webster, Director
Financial Management Division – Room 7282
451 Seventh Street, SW
Washington, DC 20410

Dear Mr. Webster:

The City/County/State of [Borrower], State hereby requests an advance in the amount of \$[amount] under the Variable/Fixed Rate ("VFR") Note No. ~~B-XX-XX-XX-XXXX~~ guaranteed pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended.

The amount to be advanced under the Note(s) is \$ _____

	<u>Principal Due Date</u>	<u>Advance Amount</u>
1.	<u>August 1, 20XX</u>	_____
2.	<u>August 1, 20XX</u>	_____
3.	<u>August 1, 20XX</u>	_____
4.	<u>August 1, 20XX</u>	_____
5.	<u>August 1, 20XX</u>	_____
	(etc.)	

Please wire transfer the advance using the following information:

BORROWER :
AMOUNT :
VARIABLE FIXED RATE NOTE NUMBER :

- 1. Name of Bank :
- 2. Address of Receiving Bank :
- 3. A.B.A. Number* :
- 4. Borrower's Account Number :
- 5. Account Name :
- 6. Bank Official to Contact :
- 7. Phone Number of Bank Official :

CORRESPONDENT BANK (If applicable)

- 1. Bank :
- 2. Address :
- 3. A.B.A. Identification* :

- 4. Borrower's Account Number :
 - 5. Name of Account :
- *American Bankers Association number (9 digits)**

This letter must be signed by TWO officials with signatures on the authorized signature card.

This letter must have the contact information for TWO financial reporting officials that will be responsible for monthly account balance submissions.

Note: If request letter is two pages or more, please include name of Borrower, requested amount and VFR Note number on each page.