

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35

Minutes of the Meeting of Board of Directors July 14, 2025

The Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District") met in regular session, open to the public, on July 14, 2025, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted members of the Board, as follows:

Victoria A. Battistini, President
Ryan C. Ward, Vice President
Jaclyn Day, Secretary
Daniel C. Feiler, Assistant Secretary
Tiffani S. Walker, Assistant Secretary

all of whom were present with the exception of Director Ward, thus constituting a quorum.

Also present were: Janet Baccus of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); David Wood of Robert W. Baird & Co., Inc. ("Baird"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Tiffany Wilkes of Kudela & Weinheimer ("K&W"); Brian Krueger and Emily Peck of Forvis Mazars, LLP ("Forvis"); Christie Leighton of Best Trash, LLC ("Best Trash"), who entered later in the meeting as noted herein; and Christina Cole and Kris Eddlemon of Schwartz, Page & Harding, L.L.P. ("SPH").

The President called the meeting to order and declared it open for such business as might regularly come before the Board.

PUBLIC COMMENTS

There were no comments from members of the public.

MINUTES

The Board considered the minutes of its meeting held on June 16, 2025. After discussion, it was moved by Director Feiler, seconded by Director Battistini, and unanimously carried, that said minutes be approved, as written.

Ms. Leighton entered the meeting at this time.

REVIEW AND ACT UPON BIDS FOR THE PURCHASE OF THE DISTRICT'S \$8,225,000 UNLIMITED TAX BONDS, SERIES 2025 (THE "SERIES 2025 BONDS")

As the next order of business, it was announced that, pursuant to notice published as required by law (the "Series 2025 Notice"), public bids for the sale of the Series 2025 Bonds were to be received at the time, place and manner required by the Series 2025 Notice. Mr. Wood

announced that two (2) bids had been received and presented same to the Board. He also presented a bid recommendation and Bid Confirmation summary prepared by Baird. Copies of such documents are attached hereto as **Exhibit A**. He then advised that he had confirmed the accuracy of all bids and that the low bid was submitted by SAMCO Capital Markets, Inc. ("SAMCO") at a net effective interest rate of 5.008381%. Mr. Wood further noted that the Series 2025 Bonds will be insured by Build America Mutual Assurance Company ("BAM") and that the underwriter of the Series 2025 Bonds will pay the premium for such insurance. After a discussion of the bids received, Director Feiler moved that the Board accept the low bid of SAMCO for the purchase of the Series 2025 Bonds at a net effective interest rate of 5.008381%. Director Battistini seconded said motion, which unanimously carried.

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2025 BONDS

The Board considered adoption of an Order Authorizing Issuance of the Series 2025 Bonds (the "Series 2025 Bond Order"); a copy of the Series 2025 Bond Order is attached hereto as **Exhibit B**. In connection therewith, Ms. Cole presented a copy of the Series 2025 Bond Order and reviewed various provisions of same with the Board. After discussion, it was duly moved by Director Feiler, seconded by Director Battistini and unanimously carried, that the Series 2025 Bond Order be passed and adopted, subject to final completion of same, that the President or Vice President be authorized to execute the Series 2025 Bond Order, and that the Secretary or Assistant Secretary attest such execution on behalf of the Board and the District.

FINAL OFFICIAL STATEMENT

The Board considered approval and distribution of the Final Official Statement, relative to the Series 2025 Bonds, to be completed by the District's Financial Advisor. After discussion on the matter, Director Feiler moved that Baird be authorized to complete the Final Official Statement and that the same be adopted as final by the Board and the District, subject to the final review and approval of the District's consultants, and that distribution of same by Baird be authorized. Director Battistini seconded said motion, which unanimously carried.

PAYING AGENT/REGISTRAR AGREEMENT

The Board considered and reviewed the proposed Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A. ("BONY") relative to the Series 2025 Bonds, a copy of which is attached as **Exhibit C**. Ms. Cole reviewed various provisions of said Agreement with the Board. After discussion, Director Feiler moved that (i) the Agreement with BONY be approved by the Board and the District, and (ii) the President or Vice President be authorized to execute the Agreement on behalf of the Board and the District. Director Battistini seconded said motion, which unanimously carried.

RESOLUTION AUTHORIZING ISSUANCE OF NOTICE OF REDEMPTION OF THE DISTRICT'S \$4,400,000 BOND ANTICIPATION NOTE, SERIES 2024

The Board next considered providing notice to Central Bank as the owner and holder of the District's \$4,400,000 Bond Anticipation Note, Series 2024 (the "Note"), that the District will exercise its option to redeem said Note on August 14, 2025, following closing on the Bonds. After discussion on the matter, it was moved by Director Feiler that Central Bank be provided with such

notice of redemption and that the Resolution Authorizing Issuance of Notice of Redemption of Bond Anticipation Note (the "Resolution") be adopted by the Board. Director Battistini seconded said motion, which unanimously carried. A copy of the Resolution is attached hereto as **Exhibit D**.

OTHER MATTERS CONCERNING THE SERIES 2025 BONDS

As the next order of business, the Board considered acting upon any other matters relative to the sale of the Series 2025 Bonds, including authorizing the execution of various documents by the President or Vice President and Secretary or Assistant Secretary in connection therewith. Ms. Cole presented to and reviewed with the Board the General Certificate, Signature and No-Litigation Certificate, the letter of instruction to the Attorney General, the Initial Bonds, and other documents relating to the sale of and closing on the Series 2025 Bonds. After further discussion of the matter, Director Feiler moved that the President or Vice President and Secretary or Assistant Secretary be authorized to execute said documents and that SPH be authorized to handle all matters in connection with the sale of the Series 2025 Bonds and filing of a transcript with the Attorney General of the State of Texas. Director Battistini seconded said motion, which unanimously carried.

ENGAGEMENT OF AUDITOR FOR PREPARATION OF AUDIT OF PAYMENTS FROM BOND PROCEEDS

As the next order of business, the Board considered the engagement of an auditor for preparation of audit of payments to the developer and other parties out of the proceeds of the Series 2025 Bonds. In connection therewith, Mr. Krueger presented and reviewed with the Board an engagement letter for said reimbursement audit. After discussion, Director Feiler moved that (i) Forvis be engaged to prepare an audit of the payments proposed to be made out of the proceeds of the Series 2025 Bonds, in accordance with the terms outlined in Forvis' engagement letter, a copy of which is attached hereto as **Exhibit E**, (ii) the President be authorized to execute such engagement letter on behalf of the Board and the District, and (iii) Texas Ethics Commission ("TEC") Form 1295 provided by Forvis be approved and SPH be authorized to acknowledge receipt of same with the TEC. Director Battistini seconded said motion, which unanimously carried.

REVIEW AND ACT UPON BIDS FOR THE PURCHASE OF THE DISTRICT'S \$4,390,000 UNLIMITED TAX ROAD BONDS, SERIES 2025 (THE "SERIES 2025 ROAD BONDS")

As the next order of business, it was announced that, pursuant to notice published as required by law (the "Series 2025 Road Bond Notice"), public bids for the sale of the Series 2025 Road Bonds were to be received at the time, place and manner required by the Series 2025 Road Bond Notice. Mr. Wood announced that two (2) bids had been received and presented same to the Board. He also presented a bid recommendation and Bid Confirmation summary prepared by Baird. Copies of such documents are attached hereto as **Exhibit F**. He then advised that he had confirmed the accuracy of all bids and that the low bid was submitted by SAMCO at a net effective interest rate of 5.010618%. Mr. Wood further noted that the Series 2025 Road Bonds will be insured by BAM and that the underwriter of the Series 2025 Road Bonds will pay the premium for such insurance. After a discussion of the bids received, Director Feiler moved that the Board

accept the low bid of SAMCO for the purchase of the Series 2025 Road Bonds at a net effective interest rate of 5.010618%. Director Battistini seconded said motion, which unanimously carried.

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2025 ROAD BONDS

The Board considered adoption of an Order Authorizing Issuance of the Series 2025 Road Bonds (the "Series 2025 Road Bond Order"); a copy of the Series 2025 Road Bond Order is attached hereto as **Exhibit G**. In connection therewith, Ms. Cole presented a copy of the Series 2025 Road Bond Order and reviewed various provisions of same with the Board. After discussion, it was duly moved by Director Feiler, seconded by Director Battistini and unanimously carried, that the Series 2025 Road Bond Order be passed and adopted, subject to final completion of same, that the President or Vice President be authorized to execute the Series 2025 Road Bond Order, and that the Secretary or Assistant Secretary attest such execution on behalf of the Board and the District.

FINAL OFFICIAL STATEMENT

The Board considered approval and distribution of the Final Official Statement, relative to the Series 2025 Road Bonds, to be completed by the District's Financial Advisor. After discussion on the matter, Director Feiler moved that Baird be authorized to complete the Final Official Statement and that the same be adopted as final by the Board and the District, subject to the final review and approval of the District's consultants, and that distribution of same by Baird be authorized. Director Battistini seconded said motion, which unanimously carried.

PAYING AGENT/REGISTRAR AGREEMENT

The Board considered and reviewed the proposed Paying Agent/Registrar Agreement by and between the District and BONY relative to the Series 2025 Road Bonds, a copy of which is attached as **Exhibit H**. Ms. Cole reviewed various provisions of said Agreement with the Board. After discussion, Director Feiler moved that (i) the Agreement with BONY be approved by the Board and the District, and (ii) the President or Vice President be authorized to execute the Agreement on behalf of the Board and the District. Director Battistini seconded said motion, which unanimously carried.

OTHER MATTERS CONCERNING THE SERIES 2025 ROAD BONDS

As the next order of business, the Board considered acting upon any other matters relative to the sale of the Series 2025 Road Bonds, including authorizing the execution of various documents by the President or Vice President and Secretary or Assistant Secretary in connection therewith. Ms. Cole presented to and reviewed with the Board the General Certificate, Signature and No-Litigation Certificate, the letter of instruction to the Attorney General, the Initial Bonds, and other documents relating to the sale of and closing on the Series 2025 Road Bonds. After further discussion of the matter, Director Feiler moved that the President or Vice President and Secretary or Assistant Secretary be authorized to execute said documents and that SPH be authorized to handle all matters in connection with the sale of the Series 2025 Road Bonds and filing of a transcript with the Attorney General of the State of Texas. Director Battistini seconded said motion, which unanimously carried.

APPROVAL OF DOCUMENTS IN CONNECTION WITH ISSUANCE OF BONDS

The Board next considered approval of (i) Resolutions to Comply with the Securities and Exchange Commission Rule 15c2-12, and (ii) General Certificates in connection with Harris-Waller Counties Municipal Utility District No. 4 \$17,425,000 Contract Revenue Bonds, Series 2025 and, \$16,135,000 Contract Revenue Road Bonds, Series 2025. Following discussion, it was moved by Director Feiler, seconded by Director Battistini, and unanimously carried that the Board approve the (i) Resolutions to Comply with the Securities and Exchange Commission Rule 15c2-12, and (ii) General Certificates, copies of which are attached hereto as **Exhibit I** and **Exhibit J**, respectively.

TAX ASSESSOR-COLLECTOR REPORT

Ms. Rodriguez presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report") for the period ended June 30, 2025, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is attached hereto as **Exhibit K**. After discussion, on motion made by Director Feiler, seconded by Director Battistini and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

RESOLUTION REQUESTING APPRAISAL OF PROPERTY

The Board considered the approval and execution of a Resolution Requesting Appraisal of Property as of July 1, 2025. After discussion on the matter, Director Feiler moved that the Board adopt a Resolution Authorizing Request for Appraisal of Property as of July 1, 2025, attached hereto as **Exhibit L**, and that the President be authorized to execute same on behalf of the Board and District. Director Battistini seconded said motion, which unanimously carried.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated July 14, 2025, a copy of which is attached hereto as **Exhibit M**. She advised the Board that there is one (1) delinquent account totaling \$125.85, which MDS has been unable to collect. She advised that MDS recommends this account be turned over to collections for further collection efforts. Following discussion, Director Feiler moved that MDS be authorized to turn over the subject account to collections for further collection efforts, as discussed and as reflected in the Operations Report. Director Battistini seconded said motion, which unanimously carried.

BEST TRASH

Ms. Leighton next addressed the Board on behalf of Best Trash and presented to and reviewed with the Board correspondence, a copy of which is attached hereto as **Exhibit N**, regarding Best Trash's annual CPI rate adjustment effective as of the August 2025 billing cycle. She noted that the rate for solid waste collection and recycling services will increase from \$25.36 to \$26.45 per month per residence. Ms. Cole advised that no changes are being recommended to the District's Rate Order at this time.

ENGINEERING REPORT

Ms. Baccus next presented to and reviewed with the Board an Engineering Report dated July 9, 2025, a copy of which report is attached hereto as **Exhibit O**, relative to the status of various engineering and construction projects within the District. Upon review, Director Feiler moved that the Engineering Report and all actions noted therein be approved as recommended by Quiddity, including approval of a Water Meter Easement (MH Sunterra Retail II, LLC). Director Battistini seconded the motion, which unanimously carried.

SILT SOLUTIONS, INC.

The Board next considered a report from Silt Solutions, Inc. ("SSI") in connection with storm water pollution and prevention services. Ms. Cole advised that SSI provided a report for the period June 9, 2025 through July 8, 2025, a copy of which is attached hereto as **Exhibit P**.

LANDSCAPE ARCHITECTURE REPORT(S)

Ms. Wilkes presented to and reviewed with the Board a monthly report prepared by K&W regarding the status of various recreational projects, a copy of which report is attached hereto as **Exhibit Q**. Following discussion, Director Walker moved that K&W's report and all actions noted therein be approved as recommended by K&W. Director Battistini seconded the motion, which unanimously carried.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated July 14, 2025, attached hereto as **Exhibit R**, including the disbursements presented for payment, as prepared by MA&C. Ms. Abad also presented to and reviewed with the Board a Quarterly Investment Inventory Report for the investment period ended May 31, 2025, a copy of which report is included in the Bookkeeper's Report. After discussion, it was moved by Director Feiler that (i) the Bookkeeper's Report be approved, and that the disbursements identified in the Bookkeeper's Report be authorized for payment, and (ii) the Quarterly Investment Report for the investment period ended May 31, 2025, be approved as presented, and the Investment Officers of the District be authorized to execute same on behalf of the Board and the District. Director Battistini seconded said motion, which unanimously carried.

DEVELOPER'S REPORT

It was noted that a developer representative was not present at the meeting.

SECURITY PATROL REPORTS

Ms. Cole presented to and reviewed with the Board a Security Patrol Report prepared by On-Site Services, LLC for the month of June 2025, a copy of which is attached hereto as **Exhibit S**.

ATTORNEY'S REPORT

The Board considered the attorney's report. In connection therewith, Ms. Cole advised the Board that a Legislative Summary of the 89th Regular Session of the Texas Legislature, prepared by SPH, was previously emailed to the Board. She advised the Board to contact her should they have any questions concerning the matters discussed therein.

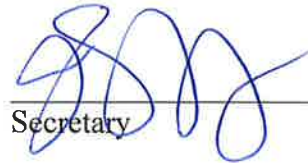
FUTURE AGENDA ITEMS

The Board considered items for placement on future agendas. No items were requested to be added to future agendas other than those items discussed hereinabove.

ADJOURNMENT

There being no further business to come before the Board, on motion made by Director Feiler, seconded by Director Battistini, and unanimously carried, the meeting was adjourned.




Secretary

LIST OF ATTACHMENTS

EXHIBIT A	Bid recommendation and Bid Confirmation summary (2025 Bonds)
EXHIBIT B	Order Authorizing Issuance of the Series 2025 Bonds (2025 Bonds)
EXHIBIT C	Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A. (2025 Bonds)
EXHIBIT D	Resolution Authorizing Issuance of Notice of Redemption of Bond Anticipation Note
EXHIBIT E	Engagement Letter (Forvis)
EXHIBIT F	Bid recommendation and Bid Confirmation summary (2025 Road Bonds)
EXHIBIT G	Order Authorizing Issuance of the Series 2025 Bonds (2025 Road Bonds)
EXHIBIT H	Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A. (2025 Road Bonds)
EXHIBIT I	Resolutions to Comply with the Securities and Exchange Commission Rule 15c2-12
EXHIBIT J	General Certificates
EXHIBIT K	Tax Assessor-Collector's Report
EXHIBIT L	Resolution Requesting Appraisal of Property
EXHIBIT M	Operations Report
EXHIBIT N	Correspondence from Best Trash, LLC
EXHIBIT O	Engineering Report
EXHIBIT P	Report provided by Silt Solutions, Inc.
EXHIBIT Q	Landscape Architect Report (Kudela & Weinheimer)
EXHIBIT R	Bookkeeper's Report
EXHIBIT S	Security Patrol Report

Exhibit A

Summary of Bid Results – Utility Bonds

Bids Comparison Waller County Municipal Utility District No. 35 \$8,225,000 Unlimited Tax Bonds, Series 2025

SAMCO Capital Markets - Dallas, TX			HilltopSecurities - Dallas, TX		
Maturity	Amount	Coupon	Maturity	Amount	Coupon
9/1/2027	165	6.500%	9/1/2027	165	6.000%
9/1/2028	175	6.500%	9/1/2028	175	6.000%
9/1/2029	185	6.500%	9/1/2029	185	6.000%
9/1/2030	195	6.500%	9/1/2030	195	6.000%
9/1/2031	205	6.500%	9/1/2031	205	6.000%
9/1/2032	215	4.875%	9/1/2032	215	5.000%
9/1/2033	225	4.000%	9/1/2033	225	5.000%
9/1/2034	240	4.000%	9/1/2034	240	5.000%
9/1/2035	250	4.000%	9/1/2035	250	5.000%
9/1/2036	265	4.000%	9/1/2036		
9/1/2037	280	4.000%	9/1/2037	545	4.250%
9/1/2038	290	4.125%	9/1/2038		
9/1/2039	305	4.250%	9/1/2039	595	4.500%
9/1/2040	325	4.500%	9/1/2040		
9/1/2041	340	4.625%	9/1/2041	665	4.625%
9/1/2042	360	4.750%	9/1/2042		
9/1/2043	375	4.750%	9/1/2043	735	4.750%
9/1/2044	395	4.875%	9/1/2044		
9/1/2045	420	4.875%	9/1/2045	815	5.000%
9/1/2046	440	5.000%	9/1/2046		
9/1/2047	465	5.000%	9/1/2047	905	5.000%
9/1/2048	485	5.000%	9/1/2048		
9/1/2049	515	5.000%	9/1/2049	1,000	5.000%
9/1/2050	540	5.000%	9/1/2050		
9/1/2051	570	5.000%	9/1/2051	1,110	5.000%
NIC:	5.008381%		NIC:	5.092450%	

Exhibit B

CERTIFICATE FOR
ORDER AUTHORIZING THE ISSUANCE OF
\$8,225,000
UNLIMITED TAX BONDS
SERIES 2025

I, the undersigned officer of the Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District"), hereby certify as follows:

1. The Board convened on July 14, 2025, at a regular meeting place thereof, in a regular session (the "Meeting") and the roll was called of the duly constituted officers and members of the Board, to-wit:

Victoria A. Battistini, President
Ryan C. Ward, Vice President
Jaclyn Day, Secretary
Daniel C. Feiler, Assistant Secretary
Tiffani S. Walker, Assistant Secretary

All members of the Board were present, except Director Ward, thus constituting a quorum.

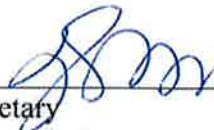
WHEREUPON, among other business, an

ORDER AUTHORIZING THE ISSUANCE OF
\$8,225,000
UNLIMITED TAX BONDS
SERIES 2025

(the "Order") was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after full discussion, such motion, carrying with it the adoption of the Order, prevailed, and carried unanimously.

2. A true, full, and correct copy of the Order adopted at the meeting is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such meeting; the persons named in the above and foregoing paragraph are the duly chosen and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting and that the Order would be introduced and considered for adoption at the Meeting, and each of such officers and members consented, in advance, to the holding of the Meeting for such purposes; the Meeting was open to the public as required by law; and public notice of the time, place, and subject of the Meeting was given as required by Chapter 551, Texas Government Code, as amended, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this the 14th day of July, 2025.



Secretary
Board of Directors



ORDER AUTHORIZING THE ISSUANCE OF
\$8,225,000 UNLIMITED TAX BONDS, SERIES 2025

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WALLER COUNTY
MUNICIPAL UTILITY DISTRICT NO. 35:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Waller County Municipal Utility District No. 35 (the "District"), was organized, created and established as a conservation and reclamation district by an act of the 86th Texas Legislature, effective June 10, 2019, codified as Chapter 8071, Texas Special District Local Laws Code (the "Act") pursuant to the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and operates pursuant to Chapter 49 and Chapter 54, V.T.C.A. Water Code, as amended (the "Water Code") and the Act.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Water Code and the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state; and
- (h) the preservation of all natural resources of the state.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Water Code and the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law; and
- (c) design, acquire, construct, finance and issue bonds for roads, under the authority of Article III, Section 52, Texas Constitution, Chapter 54 of the Water Code, as amended, and the Act.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Water Code to issue bonds for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending any District works, improvements, facilities, plants, equipment, and appliances needed to accomplish the purposes for which the District was created, including works, improvements, facilities, plants, equipment and appliances needed to provide a waterworks system, sanitary sewer system, drainage system, and solid waste disposal system, or to make payment of sums due or to become due under contracts for such purposes, or to refund or provide for payment of any outstanding bonds, notes or other obligations of the District. Said bonds are authorized by the Act, the Water Code and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the

Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) the creation of the District was confirmed at an election held within and for the District on November 2, 2021;
- (c) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$290,905,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$64,650,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending recreational facilities, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (e) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$131,600,000 for the purpose or purposes of designing, acquiring, constructing, financing, improving, operating, and maintaining macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, including, but not limited to, all additions to such facilities, and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy

and collection annually of a sufficient tax upon all taxable property within the District;

- (f) at an election held within and for the District on November 2, 2021, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of (i) \$290,905,000 to provide for the refunding by any lawful means of all or any portion of the Bonds (hereinafter defined), Additional Bonds (hereinafter defined) or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (c) of this Section, (ii) \$64,650,000 to provide for the refunding by any lawful means of all or any portion of Additional Bonds or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (d) of this Section, and (iii) \$131,600,000 to provide for the refunding by any lawful means of all or any portion of Additional Bonds or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (e) of this Section;
- (g) the elections described in paragraphs (b), (c), (d), (e) and (f) hereof were called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said elections and declared that the District was legally created and authorized to issue the bonds described in paragraphs (c), (d), (e), and (f) above;
- (h) pursuant to the authority of the election described in paragraph (c) above, the District has heretofore issued the following bonds to finance the construction and/or acquisition of water, sanitary sewer, and storm drainage facilities to serve the land within the District:
 - (i) \$1,170,000 Unlimited Tax Bonds, Series 2024, dated as of September 1, 2024 (the "Series 2024 Bonds");
- (i) pursuant to the authority of the election described in paragraph (e) above, the District has heretofore issued the following bonds to finance the construction and/or acquisition of road facilities to serve the land within the District:
 - (i) \$4,210,000 Unlimited Tax Road Bonds, Series 2023, dated as of December 1, 2023 (the "Series 2023 Road Bonds"); and
 - (ii) \$2,385,000 Unlimited Tax Road Bonds, Series 2024, dated as of September 1, 2024 (the "Series 2024 Road Bonds");
- (j) as of the date hereof, there remains outstanding and unpaid the following bonds (collectively, the "Outstanding Bonds"):
 - (i) \$4,210,000 in aggregate principal amount of the Series 2023 Road Bonds;

- (ii) (ii) \$1,170,000 in aggregate principal amount of the Series 2024 Bonds, and
 - (iii) \$2,385,000 in aggregate principal amount of the Series 2024 Road Bonds;
- (k) in addition to the Outstanding Bonds, and pursuant to the authority of the election held November 2, 2021, as described in paragraph (e) above, the District anticipates the issuance of its \$4,390,000 Unlimited Tax Road Bonds, Series 2025, to be dated as of August 1, 2025 (the "Series 2025 Road Bonds"), simultaneously with the issuance of the Bonds to finance the acquisition and/or construction of road improvements to serve land within the District and the land acquisition related to same;
- (l) the \$8,225,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 2, 2021, as described in paragraph (c) above for the acquisition and/or construction of water, sanitary sewer and storm drainage facilities to serve land within the District, to pay the principal of, accrued interest on, and issuance costs for the District's Series 2024 Bond Anticipation Note issued in anticipation of the issuance of the Bonds, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (m) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (n) the Board of Directors reserves the right to issue the remaining \$281,510,000 unissued bonds which were authorized at the election held on November 2, 2021, as described in paragraph (c) hereof (assuming issuance of the Bonds), the remaining \$64,650,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, the remaining \$120,615,000 unissued bonds which were authorized at the election described in paragraph (e) hereof (assuming the simultaneous issuance of the Series 2025 Road Bonds), and the remaining \$290,905,000, \$64,650,000, and \$131,600,000 unissued bonds which were authorized at the election described in paragraph (f) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B" and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$8,225,000 Unlimited Tax Bonds, Series 2025, initially dated as of August 1, 2025, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean August 1, 2025.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds, except those proceeds deposited into the Bond Fund pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders.

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2023 Road Bonds, Series 2024 Bonds, and Series 2024 Road Bonds, and amendments and supplements thereto, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Series 2023 Road Bonds; Series 2024 Bonds; Series 2024 Road Bonds

The terms "Series 2023 Road Bonds", "Series 2024 Bonds", and "Series 2024 Road Bonds" are defined in Section 1.05 hereof.

System.

The term "System" shall mean a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

Water Code.

The term "Water Code" is defined in Article One hereof.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The 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. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Waller County Municipal Utility District No. 35 Unlimited Tax Bonds, Series 2025", shall be issued in the aggregate principal amount of Eight Million Two Hundred Twenty Five Thousand Dollars (\$8,225,000) for the purpose or purposes of paying the principal of, accrued interest on, and issuance costs for the District's Series 2024 Bond Anticipation Note and of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 59 of Article XVI of the Constitution of Texas and the Water Code.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall be serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$165,000	2027	6.500%
\$175,000	2028	6.500%
\$185,000	2029	6.500%
\$195,000	2030	6.500%
\$205,000	2031	6.500%

\$215,000	2032	4.875%
\$225,000	2033	4.000%
\$240,000	2034	4.000%
\$250,000	2035	4.000%
\$265,000	2036	4.000%
\$280,000	2037	4.000%
\$290,000	2038	4.125%
\$305,000	2039	4.250%
\$325,000	2040	4.500%
\$340,000	2041	4.625%
\$360,000	2042	4.750%
\$375,000	2043	4.750%
\$395,000	2044	4.875%
\$420,000	2045	4.875%
\$440,000	2046	5.000%
\$465,000	2047	5.000%
\$485,000	2048	5.000%
\$515,000	2049	5.000%
\$540,000	2050	5.000%
\$570,000	2051	5.000%

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2026, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date,

shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall

thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, 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 Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Bond or Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Bonds in accordance with the provisions of this Section 3.09.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District, the Registrar and the Paying Agent shall be entitled to recover upon such replacement Bond 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 District, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar 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 Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If

fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on 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 Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2031, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Bonds of the same maturity are to be redeemed, the particular Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, of the principal amount thereof to be redeemed.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder

actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary or Assistant Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to

secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund and the aforementioned tax and such payments into the Bond Fund shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and
 - (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and 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 to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the District's Bond Fund and Construction Fund (including the Bond Fund Road Bond Account and Road Construction Fund Account) pursuant to the provisions of the Prior Bond Orders are hereby confirmed. Each fund shall be kept separate and apart from all other funds of the District. The Bond Fund, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes, and shall be applied only to pay interest and principal on the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes and the fees and expenses of any Paying Agent or Registrar in respect of same, and to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes, to pay any tax anticipation notes issued together with interest thereon, as such tax anticipation notes shall become due, and to pay to the United States of America any excess arbitrage profits in respect of the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND. The District shall deposit or cause to be deposited into the Bond Fund the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: CONSTRUCTION FUND. The District shall deposit or cause to be deposited into the Construction Fund the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for redemption of the District's Series 2024 Bond Anticipation Note or expenses incident to the issuance of the Bonds. Moneys on deposit in the Construction Fund shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, the principal of, accrued interest on and costs of issuance of the District's Series 2024 Bond Anticipation Note, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the System. All moneys on deposit in the Construction Fund exclusive of any moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the renewal, replacement, modification, refurbishment and extension of the System constructed to serve the District in accordance with the purposes for which the Bonds and the District's Series 2024 Bond Anticipation Note were sold as set forth in the orders authorizing issuance of same and/or for any other lawful purpose for which the Bonds were authorized, and, if required, with the consent of any regulatory authority having jurisdiction. All moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys, now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the purposes for which the Series 2023 Road Bonds and Series 2024 Road Bonds were sold as set forth in the orders authorizing issuance of same and/or for any other lawful purpose for which the Series 2023 Road Bonds and Series 2024 Road Bonds were authorized, and, if required, the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the facilities for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the proceeds of the Bonds remaining in the Construction Fund (except those in the Road Construction Fund Account), together with investment earnings thereon, may be used to provide additional facilities which will become part of the System and/or for any other lawful purpose for which the Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Construction Fund (except those in the Road Construction Fund Account) after completion of the entire System shall be deposited into the Bond Fund. After completion of the facilities for which the Series 2023 Road Bonds and Series 2024 Road Bonds were issued and the payment of all lawful obligations associated therewith, at

the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the funds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities and/or for any other lawful purpose for which the Series 2023 Road Bonds and Series 2024 Road Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Series 2023 Road Bonds and Series 2024 Road Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of all road facilities eligible to be financed by the District shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund, the Construction Fund, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

(a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").

(b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.

(c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.

(d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.

(e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of

Section 148 of the Code or otherwise in any manner which would cause the Bonds to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

(f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).

(g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

(i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The District has not designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code due to the fact that the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2025, including the Bonds, will exceed \$10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES.

The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Sections 1.05 (c), (d) and (e) of this Order; and
- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (f) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds, and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN

CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each Fiscal Year ending in or after May 31, 2025, financial information and operating data with respect to the District of the general type included in the District's final Official Statement prepared and distributed in connection with the Bonds, being the information described in Exhibit "C" attached hereto. Any financial statements to be so provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulations, and (ii) audited, if the District commissions an audit of such statements and such audit is completed within the period during which they must be provided hereunder. If any such audit is not completed within such period, then the District shall provide such audited financial statements for the applicable Fiscal Year to the MSRB when and if such audit report becomes available.

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The financial information and operating data to be provided pursuant to this Section 11.02 may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

- (o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM

ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A., with its principal corporate trust office and its principal payment office in Houston, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A., with its principal corporate trust office and its principal payment office in Houston, Texas. To the extent practicable, the District

will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 *et seq.*, as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Holder on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS; ELECTRONIC DELIVERY. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to redeem the District's Series 2024 Bond Anticipation Note and to pay expenses incident to the issuance of the Bonds. Any Bonds or other documentation required or permitted to be delivered by the District pursuant to the terms of this Order, including delivery of the Initial Bonds and any subsequent Bonds by the District to the Registrar pursuant to Article Three hereof, may be so delivered by electronic means or in an electronic format at the option of the District.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are

inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to SAMCO Capital Markets, Inc. (the "Initial Purchaser"), for the sum of \$7,979,002.00, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is 5.008381% which is less than the maximum of 7.27% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at 12:00 Noon, Houston, Texas time on July 14, 2025, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Waller County, Texas, for posting on a bulletin board located at a place convenient to the public in the Waller County Courthouse and on said clerk's or said county's Internet website, for the time prescribed by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, 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 hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

PASSED AND ADOPTED the 14th day of July, 2025.

/s/ Victoria A. Battistini
President, Board of Directors
Waller County Municipal Utility District
No. 35

ATTEST:

/s/ Jaclyn Day
Secretary, Board of Directors
Waller County Municipal Utility
District No. 35

(SEAL)

(End of Article Fourteen)

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WALLER

REGISTERED
AMOUNT
\$ _____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35
UNLIMITED TAX BOND
SERIES 2025

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____%	September 1, ____	August 1, 2025	____, 2025	_____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Waller County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on July 14, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable 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 presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Eight Million Two Hundred Twenty Five Thousand and No/100 Dollars (\$8,225,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith and to pay the principal of, interest on or redemption price for the District's outstanding bond anticipation note issued for such purposes, by authority of an election held within and for the District on November 2, 2021, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more

exchange Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE BONDS ARE NOT DESIGNATED AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds as the District reasonably expects to issue more than \$10,000,000 of tax-exempt obligations (including the Bonds) in the calendar year 2025.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N.A., Houston, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Waller County Municipal Utility District No. 35 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

Acting Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

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 Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WALLER

REGISTERED
AMOUNT

\$ _____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35
UNLIMITED TAX BOND
SERIES 2025

Interest Rate: Maturity Date: Initial Date: Delivery Date: CUSIP NO.:

_____ % September 1, ____ August 1, 2025 _____ _____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Waller County, Texas (herein the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on July 14, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date

(the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable 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 presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Eight Million Two Hundred Twenty Five Thousand and No/100 Dollars (\$8,225,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith and to pay the principal of, interest on or redemption price for the District's outstanding bond anticipation note issued for such purposes by authority of an election held within and for the District on November 2, 2021, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Bond subject to redemption is in a

denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE BONDS ARE NOT DESIGNATED AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds as the District reasonably expects to issue more than \$10,000,000 of tax-exempt obligations (including the Bonds) in the calendar year 2025.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not

otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N.A., Houston, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Waller County Municipal Utility District No. 35, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

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 Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

Registered Owner

NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under the sections entitled: "DISTRICT DEBT" (excluding "- Direct and Estimated Overlapping Debt Statement") , "TAX DATA" (excluding "- Estimated Overlapping Taxes"), and "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

Exhibit C

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this "Agreement") is entered into as of July 14, 2025, by and between Waller County Municipal Utility District No. 35 (the "Issuer"), with its principal offices located in Harris County, Texas, and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized and existing under the laws of the United States (the "Bank").

RECITALS

Pursuant to an order adopted by the Board of Directors of the Issuer on July 14, 2025 (the "Order"), the Issuer has duly authorized and provided for the issuance of its bonds, entitled Waller County Municipal Utility District No. 35 Unlimited Tax Bonds, Series 2025 (the "Bonds"), in the aggregate principal amount of \$8,225,000, to be issued as fully registered bonds, without interest coupons.

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of, the redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 149(a) of the Code.

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

AGREEMENT

For and in consideration of the mutual agreements and undertakings herein and the payments to be made hereunder, the parties contract and agree as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointments.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to receive the purchase price of the Bonds, from the underwriter of the Bonds and to transfer funds relating to the closing and initial delivery of the Bonds, and to pay to the Holders (as hereinafter defined), in accordance with the terms and provisions of this Agreement and the Order, the principal of and the redemption premium, if any, and interest on the Bonds.

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

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

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit "A" hereto. The Bank reserves the right to amend the fee schedule at any time; provided, however, that the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

Except as otherwise expressly provided herein, the Issuer agrees to reimburse the Paying Agent upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Paying Agent in accordance with any provisions of this Agreement (including expenses, disbursements and advances of its counsel), to the extent not covered by the compensation terms established in Exhibit "A" hereto, unless any such expense, disbursement, or advance is attributable to the negligence or willful misconduct of the Paying Agent.

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions. Unless the context clearly requires otherwise, the following terms shall have the meanings assigned to them in the Order, but in case of any conflict or ambiguity between the Order and this Agreement, the terms and provisions of the Order shall prevail and control:

"Bond" or "Bonds".

"Code".

"Delivery Date".

"District".

"DTC".

"Holder" or "Holders".

"Initial Bonds".

"Order".

"Person".

"Register".

Section 2.02. Supplemental Definitions.

The following terms used in this Agreement shall have the meanings assigned to them herein:

"Agreement" means this Paying Agent/Registrar Agreement, including all exhibits, amendments and supplements hereto.

"Bank" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States.

"Financial Advisor" means Robert W. Baird & Co., Inc., Houston, Texas, acting in the capacity of the Issuer's financial advisor with respect to the Bonds.

"Issuer" means District, as such term is defined in the Order.

"Paying Agent" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of paying agent pursuant to this Agreement.

"Registrar" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of Registrar pursuant to this Agreement.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the Person designated by the Issuer in the Order. At the option of the Issuer, the Bonds may be so delivered by electronic means or in an electronic format. At the time of such registration and delivery, Bank shall complete the Initial Bonds with the Delivery Date. If such Person delivers a written request to the Bank not later than 5 business days prior to the Delivery Date, the Bank will, on the Delivery Date, exchange the Initial Bonds for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Order.

Section 3.02. Transfer of Proceeds of Sale of Bonds.

The net proceeds of the sale of the Bonds shall be deposited with the Paying Agent via wire transfer of immediately available funds. The Paying Agent shall disburse (or deposit into accounts) such funds as directed in writing by the Issuer. Such funds shall not be invested. Any funds remaining on deposit with the Paying Agent thirty (30) days after the issuance of the Bonds shall be paid over to the Issuer.

Section 3.03. Duties of Paying Agent.

The Bank is authorized to receive the purchase price of the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Financial Advisor or other agent. The Bank may act on an electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Financial Advisor as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

Section 3.04. Duties of Registrar.

As Registrar, the Bank shall provide for the proper registration of the Bonds, the exchange, replacement and registration of transfers of the Bonds, and notice of redemption or discharge by deposit of the Bonds in accordance with the provisions of the Order.

Section 3.05. Unauthenticated Bonds.

The Issuer shall provide an inventory of unauthenticated Bonds, as needed, to facilitate transfers. The Bank covenants that it will maintain any such unauthenticated Bonds provided by the Issuer in safekeeping with not less than the same degree of care it uses for maintaining debt securities of other government entities or corporations for which it serves as registrar, or for its own bonds.

Section 3.06. Reports and Records.

The Bank will provide the Issuer reports upon request describing in reasonable detail all transactions pertaining to the Bonds and the Register. The Issuer may also inspect and make copies of the information in the Register at any time that the Bank is customarily open for business so long as reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Register to any Person, other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of any such subpoena, court order or lawful request for disclosure, the Bank will notify the Issuer immediately so that the Issuer will have the opportunity to, but shall not be required to, contest the subpoena, court order or request.

The Bank agrees that all records of the Issuer held by the Bank will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended.

Section 3.07. Cancelled Bonds.

All Bonds surrendered to the Bank for payment, redemption, transfer, exchange, or replacement shall be promptly cancelled by it. Bonds surrendered to the Issuer shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed upon the making of proper records, and evidence of such destruction shall be furnished to the Issuer upon request; provided, however, that if applicable laws or regulations prohibit the Bank from destroying the cancelled Bonds, the Bank shall return the cancelled Bonds to the Issuer.

Section 3.08. Standards.

The Bank undertakes to perform the duties set forth herein and in the Order and agrees to use reasonable care in the performance thereof. Except as otherwise expressly provided herein or in the Order, the Bank hereby agrees to use the funds transferred to it only for payment of the principal of and the redemption premium, if any, and interest on the Bonds, as the same shall become due.

Section 3.09. Reliance and Performance.

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

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

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

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

Section 3.10. Money Held by Bank.

(a) Money held by the Bank hereunder shall not be deemed a banking deposit but shall be held for payment to the Holders of the Bonds as set forth in the Order.

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

(c) All money transferred to the Bank hereunder shall be secured in the manner and to the fullest extent required by applicable law for the security of funds of the Issuer.

(d) Except to the extent otherwise provided in the Order, any money transferred to the Bank for the payment of the principal of, the redemption premium, if any, or interest on any Bond which remains unclaimed for three (3) years after the date such amounts have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent that such provisions are applicable to such amounts.

Section 3.11. DTC Compliance.

In order for the Bonds to become and remain DTC eligible, the Bank shall, subject to the Issuer's obligations below, abide by the requirements stated in the DTC *Operational Arrangements* memorandum dated as of January, 2009, as such requirements may be amended from time to time. Among other matters, the *Operational Arrangements* require the Bank to provide on the payment date (i) any principal and interest payments to DTC in same-day funds by 2:50 p.m., eastern time, along with supporting CUSIP details in automated form, (ii) payment details for interest payments by noon, eastern time, and (iii) redemption and corporate action payments and details by 2:50 p.m. eastern time. In order for the Bank to meet such requirements, the Issuer shall remit by 1:00 p.m., eastern time, on all payment dates funds for all principal and interest payments due to the Bank, or at such earlier time as may reasonably be required by the Bank to ensure that DTC will receive payment in same-day funds by 2:50 p.m., eastern time, on such payment dates.

Section 3.12. Damages.

Anything in this Agreement to the contrary notwithstanding, and to the extent permitted by law, in no event shall the Paying Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of such loss or damage and regardless of the form of action, but nothing herein shall relieve the Paying Agent from liability for actual and direct damages.

Section 3.13. Indemnification.

The Issuer agrees to and shall, to the full extent permitted by law, indemnify, defend and hold harmless the Paying Agent, together with its officers, directors, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, incurred without negligence or willful misconduct on the part of the Paying Agent, arising out of or in connection with the administration or performance of its duties and obligations or the exercise or performance of any of its powers hereunder.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. Recitals of Issuer.

The recitals contained in the Order and the Bonds shall be taken as the statements of Issuer, and the Bank assumes no responsibility for their correctness.

Section 4.02. May Own Bonds.

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

Section 4.03. Amendment.

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

Section 4.04. Assignment.

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

Section 4.05. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4.06. Effect of Headings.

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

Section 4.07. Successors and Assigns.

All covenants and agreements herein of the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any document or any further act on the part of either

of the parties hereto; provided, however, written notice of such merger, conversion or consolidation shall promptly be given to the Issuer.

Section 4.08. Severability.

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

Section 4.09. Benefits of Agreement.

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

Section 4.10. Order Governs Conflicts.

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

Section 4.11. Term and Termination.

This Agreement shall be effective from and after its date for so long as any of the Bonds remain outstanding, but may be terminated for any reason by the Issuer or the Bank at any time upon sixty (60) days' written notice; provided, however, that no such termination shall be effective until one or more successors have been appointed and have accepted the duties of the Bank hereunder. **If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer to the extent permitted by law, has the right to petition a court of competent jurisdiction in the State of Texas to appoint a successor under the Agreement.** In the event of early termination of this Agreement, regardless of the circumstances, the Bank shall deliver to the Issuer, or its designee, all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the Register.

Section 4.12. Governing Law.

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

Section 4.13. Anti-Boycott and Anti-Discrimination Provisions; Compliance with Laws Prohibiting Contracts with Certain Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations.

Bank hereby verifies that: (1) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or

affiliate of the same, boycotts or will boycott energy companies, and (3) neither Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, Bank represents and certifies that, at the time of execution of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this Agreement shall survive termination of this Agreement until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provisions hereof, notwithstanding anything herein to the contrary.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several copies, each of equal dignity, as of the day and year first above written.

WALLER COUNTY MUNICIPAL UTILITY
DISTRICT NO. 35

By: 
Name: Victoria Battistini
Title: President

Address: c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: Anthony L. Henry
Name: Anthony L. Henry
Title: Vice President

Address: The Bank of New York Mellon Trust
Company, N.A.
500 Ross Street, Suite 625
Pittsburgh, PA 15262

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BANK REPRESENTS AND WARRANTS TO THE ISSUER THAT IT (CHECK THE APPROPRIATE BOX):

- ☒ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE ISSUER PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE ATTACHED AND FOLLOWING FORM 1295 TO THE ISSUER ON _____, 20__, WHICH IS THE TIME THE BANK SUBMITTED THE SIGNED AGREEMENT TO THE ISSUER.

Anthony L. Henry
REPRESENTATIVE OF BUSINESS ENTITY



Exhibit A

Waller County Municipal Utility District No. 35

Unlimited Tax Bonds, Series 2025

Date: June 05, 2025

Fee Schedule for the following:

- Registrar
- Paying Agent

Presented By:

BNY Corporate Trust

Fee Schedule

Subject to the Terms and Conditions below, upon appointment of **The Bank of New York Mellon Trust Company, National Association** or any of its affiliates (collectively, "BNY" or "us") in the roles as outlined within this Fee Schedule (this "Fee Schedule"), **Waller County Municipal Utility District No. 35** ("You") shall be responsible for the payment of the fees, expenses and charges as set forth herein and shall remain responsible notwithstanding that an affiliated or sponsored legal entity executes the Transaction Documents.

Transaction Acceptance Fee

(Waived)

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

Registrar, Paying Agent

Annual Fee

\$750

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

An annual fee covering the duties and responsibilities related to account administration. This fee is payable in advance for the year and shall not be prorated.

Additional Notes

Extraordinary Services / Miscellaneous Fees

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

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

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

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

In the event that the United States Department of Treasury suspends the sale of State and Local Government Series (SLGS) and where SLGS reinvestments are required, BNY will seek direction from you. If alternative investment

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direction is given by you for BNY to purchase an open market security, BNY will charge a transaction fee determined at the time of the transaction.

Out-of-Pocket Expenses

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

Advance Fees

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

Negative Interest Rates - Charges

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

Investment of Proceeds

In the event that BNY holds proceeds from the Transaction and the Transaction Documents allows for the investment of such proceeds, please reach out to your BNY Relationship Manager concerning your investment options.

Terms and Conditions

General

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

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

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

OFAC Sanctions

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively Sanctions). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund

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or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Acceptance/Revocation of Offer

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

Confidential Information

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

Miscellaneous

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

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

Privacy Notice

Your personal information is collected and will be used by the BNY Group. BNY is responsible for collecting and processing your personal information. Your personal information will be used in connection with the preparation of internal distribution lists, the distribution of materials for the purposes of hearing more about BNY's services and events, and compliance with legal requirements pertaining to individual and organizational identification (including Know Your Client requirements). This includes information required for onboarding of new clients, updating of information on existing client relationships, and information relating to associated parties with respect to any transaction with BNY, where applicable. Your personal information will be shared within the BNY Group as well as with third parties, including BNY Group's third-party service providers, where necessary for the aforementioned purposes.

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The BNY Group will transfer or store your personal information in countries other than the country of administration of the Transaction, including those outside Europe and the European Economic Area, under the protection of appropriate safeguards. For more information about how we collect, use, and share personal information and your legal rights see the BNY Group's full privacy notice (the Privacy Notice) at <https://www.bny.com/us/en/data-privacy.html> or contact your BNY Relationship Manager.

Customer Notice Required By the USA Patriot Act

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

Governing Law and Third Party Rights

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

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Exhibit D

RESOLUTION AUTHORIZING ISSUANCE OF
NOTICE OF REDEMPTION OF BOND ANTICIPATION NOTE

WHEREAS, Waller County Municipal Utility District No. 35 (the "District"), has issued its \$4,400,000 Bond Anticipation Note, Series 2024, dated December 16, 2024 (the "BAN"); and

WHEREAS, the District has sold its \$8,225,000 Unlimited Tax Bonds, Series 2025 (the "Bonds") for the purpose, among others, of paying the principal of and interest on the BAN; and

WHEREAS, the District now desires to issue a notice of redemption of the BAN, as authorized by the terms thereof.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 THAT:

Section 1: The President or Vice President of the Board of Directors of the District are hereby authorized and directed to:

(1) Execute a notice of redemption to Central Bank, as the owner and holder of the BAN, setting forth a redemption date not later than thirty (30) days following the closing on the Bonds.

(2) Take such further and additional action as may be appropriate in such regard.

Section 2. The President or Vice-President and the District's attorneys and financial advisor are further authorized and directed to do any and all things necessary and proper in order to accomplish the payment, redemption and cancellation of the BAN.

Section 3: This Resolution shall be in force and effect from and after its adoption.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 14th day of July, 2025.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

ATTEST:

By: 
Secretary
Board of Directors

By: 
President
Board of Directors



Exhibit E

Forvis Mazars, LLP
2700 Post Oak Boulevard, Suite 1500
Houston, TX 77056
P 713.499.4600
F 713.499.4699
forvismazars.us



July 14, 2025

Board of Directors
Waller County Municipal Utility District No. 35
Waller County, Texas

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Waller County Municipal Utility District No. 35

- Agreed-Upon Procedure Services relative to the District's Series 2025 Bonds

Engagement Fees

Our fees for the above services will be computed at our standard rates. Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

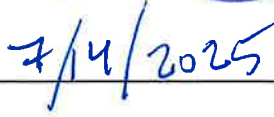
Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of **Waller County Municipal Utility District No. 35**.

BY


Board President

DATE


7/14/2025

Scope of Services

The following apply for all services:

Assistance

Our timely completion of services depends on the assistance you, or the responsible party(ies), provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

**Responsibility
for Outcomes**

We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand that the Board is responsible and accountable for overseeing the performance of these services and that the Board is qualified to conduct such oversight.

**Performance of
Nonattest
Services – SEC &
PCAOB**

Our performance of certain nonattest services may not be permitted under the SEC and PCAOB independence rules, to which we are not currently subject. Accordingly, if we perform services that are not permitted under those rules, you would not be permitted to use our reports in a registration statement or other document requiring compliance with those rules.

You agree to inform us promptly if you are considering any future public offering of securities, use of our reports to comply with the Investment Advisers Act custody rule, or other action that would necessitate our future compliance with the independence rules of the SEC and PCAOB.

Scope of Services – Agreed-Upon Procedure Services

We will apply the agreed-upon procedures described below to statements submitted by the developers for costs paid or incurred on behalf of Waller County Municipal Utility District No. 35 (the District). This engagement is solely to assist you in determining amounts to be paid by the District to the developers from the proceeds of the District's Series 2025 Bonds. The appropriateness of the procedures is solely the responsibility of the parties to be specified in our report. Consequently, we make no representation regarding the appropriateness of the procedures described below for the purpose for which our reports have been requested or for any other purpose. Our proposed procedures are as follows:

- We will vouch copies of checks and invoices supporting amounts expended by the developers. The computations of certain costs will be recalculated to determine that the amounts required to be paid by the developers, in accordance with the rules of the Texas Commission on Environmental Quality (the Commission), are not included in the amount to be reimbursed.
- We will recalculate the computations of interest requested by the developers, on a test basis, and determine that they are in compliance with rules of the Commission. The interest rate to be utilized is from the District's Series 2025 Bonds.
- We will compare the costs submitted by the developer to the cost summary approved by the Commission.
- Estimates of costs remaining to be incurred, if any, will be obtained through discussion with the District's other consultants.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively. In addition, we have no obligation to perform any procedures beyond those listed above.

Sherri Greenwood is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will submit reports listing the procedures performed and the results of those procedures. These reports are solely for the use of the District and should not be used by those who did not agree to the procedures. Our reports will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The following apply for the agreed-upon procedure services described above:

**Our
Responsibilities**

Our engagement to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants as required by Rule 30 TAC, Section 293.70 of the Commission, "Audit of Payments to Developer."

**District
Responsibilities**

To facilitate our engagement, the District is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that the District is responsible for the accuracy and completeness of these items and for the subject matter.

At the conclusion of our engagement, the District will provide to us a letter confirming the availability of this information, certain representations made during the engagement, and acknowledging certain responsibilities outlined in this contract.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes Forvis Mazars LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This

contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. To the extent allowed by law, but without any requirement that You establish or maintain a separate interest and sinking fund therefore, You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** [Deleted]
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the gross negligence or intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** Except with respect to claims of gross negligence or intentional or willful misconduct, or a

breach of confidentiality, in no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** All audit and/or agreed-upon procedure reports generated by Us hereunder shall be Your property upon finalization of same. We acknowledge that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the relationship between the You and Us, and to any work carried out thereunder. We covenant that We will comply with all requirements of the Acts, Your Record

Management Program, and all applicable rules, regulations, policies, and retention schedules adopted thereunder.

You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation (except final audit and/or agreed-upon procedure reports) retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

We will cooperate with You in responding to any subpoena where Forvis Mazars is not a party and will provide You with a fee estimate based on the estimated time required to comply. You agree to compensate Forvis Mazars for the time expended complying with the subpoena or other legal process based on the agreed-upon estimates.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. Draft documents are subject to potentially material changes until such time as they are marked final, and We shall not be liable to You in Your use of such draft documents.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary

information, as appropriate, are reproduced and distributed with Our report.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use (except final audit and/or agreed-upon procedure reports) shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take

this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** In the event You place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site, You agree to notify Us. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, other than in connection with Our audit report or other deliverables, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars is a Delaware limited liability partnership and an independent member of Forvis Mazars Global, Ltd., a leading global professional services network. Forvis Mazars Global, Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural

catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

34. **Representations.** (a) As required by Chapter 2271, Government Code, We represent that We, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, do not boycott Israel and will not boycott Israel through the term of this engagement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(b) Pursuant to Chapter 2252, Texas Government Code, We represent and certify that, at the time of execution of this contract, neither We, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(c) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

(d) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Us: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1333661

Date Filed:
07/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forvis Mazars, LLP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Waller County Municipal Utility District No. 35

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

07142025

Agreed-upon procedures engagement relative to the District's Series 2025 Bonds

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cole, Abe	Springfield, MO United States	X	
	Graham, Frank	Charlotte, NC United States	X	
	Watson, Tom	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is BRIAN K. KRUEGER, and my date of birth is 04/11/67.

My address is 2700 POST OAK BLVD, SUITE 1500, HOUSTON, TX, 77056, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 14th day of JULY, 2025.
(month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1333661

Date Filed:
07/08/2025

Date Acknowledged:
07/22/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forvis Mazars, LLP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Waller County Municipal Utility District No. 35

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

07142025

Agreed-upon procedures engagement relative to the District's Series 2025 Bonds

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cole, Abe	Springfield, MO United States	X	
	Graham, Frank	Charlotte, NC United States	X	
	Watson, Tom	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F

Summary of Bid Results – Road Bonds

Bids Comparison Waller County Municipal Utility District No. 35 \$4,390,000 Unlimited Tax Road Bonds, Series 2025

SAMCO Capital Markets - Dallas, TX			HilltopSecurities - Dallas, TX		
Maturity	Amount	Coupon	Maturity	Amount	Coupon
9/1/2027	90	6.500%	9/1/2027	90	6.500%
9/1/2028	95	6.500%	9/1/2028	95	6.500%
9/1/2029	100	6.500%	9/1/2029	100	6.500%
9/1/2030	105	6.500%	9/1/2030	105	6.500%
9/1/2031	110	6.500%	9/1/2031	110	6.000%
9/1/2032	115	5.000%	9/1/2032	115	6.000%
9/1/2033	120	4.000%	9/1/2033	120	6.000%
9/1/2034	125	4.000%	9/1/2034	125	6.000%
9/1/2035	135	4.000%	9/1/2035		
9/1/2036	140	4.000%	9/1/2036	275	4.000%
9/1/2037	150	4.000%	9/1/2037		
9/1/2038	155	4.125%	9/1/2038	305	4.250%
9/1/2039	165	4.250%	9/1/2039		
9/1/2040	175	4.500%	9/1/2040	340	4.500%
9/1/2041	182	4.625%	9/1/2041		
9/1/2042	190	4.750%	9/1/2042	370	4.750%
9/1/2043	200	4.750%	9/1/2043		
9/1/2044	210	4.875%	9/1/2044	410	4.750%
9/1/2045	225	4.875%	9/1/2045		
9/1/2046	235	5.000%	9/1/2046	460	5.000%
9/1/2047	245	5.000%	9/1/2047		
9/1/2048	260	5.000%	9/1/2048	505	5.000%
9/1/2049	275	5.000%	9/1/2049		
9/1/2050	290	5.000%	9/1/2050		
9/1/2051	300	5.000%	9/1/2051	865	5.000%
NIC:	5.010618%		NIC:	5.098297%	

Exhibit G

CERTIFICATE FOR
ORDER AUTHORIZING THE ISSUANCE OF
\$4,390,000
UNLIMITED TAX ROAD BONDS
SERIES 2025

I, the undersigned officer of the Board of Directors (the "Board") of Waller County Municipal Utility District No. 35 (the "District"), hereby certify as follows:

1. The Board convened on July 14, 2025, at a regular meeting place thereof, in a regular session (the "Meeting") and the roll was called of the duly constituted officers and members of the Board, to-wit:

Victoria A. Battistini, President
Ryan C. Ward, Vice President
Jaclyn Day, Secretary
Daniel C. Feiler, Assistant Secretary
Tiffani S. Walker, Assistant Secretary

All members of the Board were present, except Director Ward, thus constituting a quorum.

WHEREUPON, among other business, an

ORDER AUTHORIZING THE ISSUANCE OF
\$4,390,000
UNLIMITED TAX ROAD BONDS
SERIES 2025

(the "Order") was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after full discussion, such motion, carrying with it the adoption of the Order, prevailed, and carried unanimously.

2. A true, full, and correct copy of the Order adopted at the meeting is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such meeting; the persons named in the above and foregoing paragraph are the duly chosen and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting and that the Order would be introduced and considered for adoption at the Meeting, and each of such officers and members consented, in advance, to the holding of the Meeting for such purposes; the Meeting was open to the public as required by law; and public notice of the time, place, and subject of the Meeting was given as required by Chapter 551, Texas Government Code, as amended, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this the 14th day of July, 2025.




Secretary
Board of Directors

ORDER AUTHORIZING THE ISSUANCE OF
\$4,390,000 UNLIMITED TAX ROAD BONDS, SERIES 2025

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WALLER COUNTY
MUNICIPAL UTILITY DISTRICT NO. 35:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Waller County Municipal Utility District No. 35 (the "District"), was organized, created and established as a conservation and reclamation district by an act of the 86th Texas Legislature, effective June 10, 2019, codified as Chapter 8071, Texas Special District Local Laws Code (the "Act") pursuant to the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and operates pursuant to Chapter 49 and Chapter 54, V.T.C.A. Water Code, as amended (the "Water Code") and the Act.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Water Code and the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state; and
- (h) the preservation of all natural resources of the state.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Water Code and the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law; and
- (c) design, acquire, construct, finance and issue bonds for roads, under the authority of Article III, Section 52, Texas Constitution, Chapter 54 of the Water Code, as amended, and the Act.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act, and Article III, Section 52, of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road or any improvement thereto, which meets the criteria of a county in whose jurisdiction the proposed road project is located or the criteria of a municipality in whose corporate limits or extraterritorial jurisdiction the proposed road project is located, if the municipality or county that will operate and maintain the road has approved the plans and specifications of the road project or if the Texas Transportation Commission has approved the plans and specifications of the road project, if the state is to operate and maintain the road, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District. Said bonds are authorized by the Act, the Water Code and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms,

conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) the creation of the District was confirmed at an election held within and for the District on November 2, 2021;
- (c) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$290,905,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$64,650,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending recreational facilities, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (e) at an election held within and for the District on November 2, 2021, the District was authorized to issue bonds in the maximum aggregate principal amount of \$131,600,000 for the purpose or purposes of designing, acquiring, constructing, financing, improving, operating, and maintaining macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, including, but not limited to, all additions to such facilities, and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to

provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;

- (f) at an election held within and for the District on November 2, 2021, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of (i) \$290,905,000 to provide for the refunding by any lawful means of all or any portion of the Bonds (hereinafter defined), Additional Bonds (hereinafter defined) or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (c) of this Section, (ii) \$64,650,000 to provide for the refunding by any lawful means of all or any portion of Additional Bonds or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (d) of this Section, and (iii) \$131,600,000 to provide for the refunding by any lawful means of all or any portion of Additional Bonds or refunding bonds payable in whole or in part from taxes and issued for the purposes described in subsection (e) of this Section;
- (g) the elections described in paragraphs (b), (c), (d), (e) and (f) hereof were called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said elections and declared that the District was legally created and authorized to issue the bonds described in paragraphs (c), (d), (e), and (f) above;
- (h) pursuant to the authority of the election described in paragraph (c) above, the District has heretofore issued the following bonds to finance the construction and/or acquisition of water, sanitary sewer, and storm drainage facilities to serve the land within the District:
 - (i) \$1,170,000 Unlimited Tax Bonds, Series 2024, dated as of September 1, 2024 (the "Series 2024 Bonds");
- (i) pursuant to the authority of the election described in paragraph (e) above, the District has heretofore issued the following bonds to finance the construction and/or acquisition of road facilities to serve the land within the District:
 - (i) \$4,210,000 Unlimited Tax Road Bonds, Series 2023, dated as of December 1, 2023 (the "Series 2023 Road Bonds"); and
 - (ii) \$2,385,000 Unlimited Tax Road Bonds, Series 2024, dated as of September 1, 2024 (the "Series 2024 Road Bonds");
- (j) as of the date hereof, there remains outstanding and unpaid the following bonds (collectively, the "Outstanding Bonds"):

- (i) \$4,210,000 in aggregate principal amount of the Series 2023 Road Bonds;
 - (iii) \$1,170,000 in aggregate principal amount of the Series 2024 Bonds; and
 - (iii) \$2,385,000 in aggregate principal amount of the Series 2024 Road Bonds;
- (k) in addition to the Outstanding Bonds, and pursuant to the authority of the election held November 2, 2021, as described in paragraph (c) above, the District anticipates the issuance of its \$8,225,000 Unlimited Tax Bonds, Series 2025, to be dated as of August 1, 2025 (the "Series 2025 Bonds"), simultaneously with the issuance of the Bonds to finance the acquisition and/or construction of water, sanitary sewer, and storm drainage facilities to serve land within the District;
- (l) the \$4,390,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 2, 2021, as described in paragraph (e) above for the acquisition and/or construction of road facilities to serve land within the District and land acquisition related to same, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (m) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (n) the Board of Directors reserves the right to issue the remaining \$281,510,000 unissued bonds which were authorized at the election held on November 2, 2021, as described in paragraph (c) hereof (assuming the simultaneous issuance of the Series 2025 Bonds), the remaining \$64,650,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, the remaining \$120,615,000 unissued bonds which were authorized at the election described in paragraph (e) hereof (assuming issuance of the Bonds), and the remaining \$290,905,000, \$64,650,000, and \$131,600,000 unissued bonds which were authorized at the election described in paragraph (f) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B" and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$4,390,000 Unlimited Tax Road Bonds, Series 2025, initially dated as of August 1, 2025, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean August 1, 2025.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds, except those proceeds deposited into the Bond Fund Road Bond Account pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders.

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2023 Road Bonds, Series 2024 Bonds, and Series 2024 Road Bonds, and amendments and supplements thereto, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bond" shall mean the Bonds and any Outstanding Bonds and Additional Bonds issued for the purposes of designing, acquiring, constructing, financing, improving, operating and maintaining the Road System, and any related refunding bonds, whether hereunder or hereafter issued, sold and delivered by the District.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Road System.

The term "Road System" shall mean a system of road facilities, or facilities in aid thereof, to serve the District, including but not limited to, all additions to such facilities, and all land, improvements, facilities, equipment, appliances, interest in property and contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter

purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

Series 2023 Road Bonds. Series 2024 Bonds. Series 2024 Road Bonds.

The terms "Series 2023 Road Bonds", "Series 2024 Bonds", and "Series 2024 Road Bonds" are defined in Section 1.05 hereof.

Water Code.

The term "Water Code" is defined in Article One hereof.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The 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. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Waller County Municipal Utility District No. 35 Unlimited Tax Road Bonds, Series 2025", shall be issued in the aggregate principal amount of Four Million Three Hundred Ninety Thousand Dollars (\$4,390,000) for the purpose or purposes of designing, acquiring, constructing, financing, improving, operating, and maintaining macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 52 of Article III of the Constitution of Texas and the Water Code.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall be serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$90,000	2027	6.500%
\$95,000	2028	6.500%
\$100,000	2029	6.500%
\$105,000	2030	6.500%
\$110,000	2031	6.500%
\$115,000	2032	5.000%
\$120,000	2033	4.000%

\$125,000	2034	4.000%
\$135,000	2035	4.000%
\$140,000	2036	4.000%
\$150,000	2037	4.000%
\$155,000	2038	4.125%
\$165,000	2039	4.250%
\$175,000	2040	4.500%
\$180,000	2041	4.625%
\$190,000	2042	4.750%
\$200,000	2043	4.750%
\$210,000	2044	4.875%
\$225,000	2045	4.875%
\$235,000	2046	5.000%
\$245,000	2047	5.000%
\$260,000	2048	5.000%
\$275,000	2049	5.000%
\$290,000	2050	5.000%
\$300,000	2051	5.000%

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2026, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the

United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, 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 Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Bond or Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Bonds in accordance with the provisions of this Section 3.09.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent

as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District, the Registrar and the Paying Agent shall be entitled to recover upon such replacement Bond 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 District, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar 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 Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or

portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on 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 Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2031, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Bonds of the same maturity are to be redeemed, the particular Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, of the principal amount thereof to be redeemed.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder

actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary or Assistant Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to

secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund Road Bond Account, as established pursuant to the Prior Bond Orders and the aforementioned tax and such payments into the Bond Fund Road Bond Account shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and

- (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.
- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and 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 to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the District's Bond Fund and Construction Fund (including the Bond Fund Road Bond Account and Road Construction Fund Account) pursuant to the provisions of the Prior Bond Orders are hereby confirmed. Each fund shall be kept separate and apart from all other funds of the District. The Bond Fund Road Bond Account, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of the Road Bonds, payable in whole or in part from taxes, and shall be applied only to pay interest and principal on such Road Bonds, and the fees and expenses of any Paying Agent or Registrar in respect of same, and to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of the Road Bonds, to pay any tax anticipation notes issued together with interest thereon, as such tax anticipation notes shall become due, and to pay to the United States of America any excess arbitrage profits in respect of such Road Bonds, which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND ROAD BOND ACCOUNT. The District shall deposit or cause to be deposited into the Bond Fund Road Bond Account the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund Road Bond Account in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues

and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: CONSTRUCTION FUND. The District shall deposit or cause to be deposited into the Road Construction Fund Account the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. Moneys on deposit in the Road Construction Fund Account shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the Road System.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the Road System for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the proceeds of the Bonds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities which will become part of the Road System and/or for any other lawful purpose for which the Bonds and the Outstanding Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of the entire Road System shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund, the Bond Fund Road Bond Account, the Construction Fund, and the Road Construction Fund Account, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

(a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").

(b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.

(c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.

(d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.

(e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of

Section 148 of the Code or otherwise in any manner which would cause the Bonds to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

(f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).

(g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

(i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The District has not designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code due to the fact that the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2025, including the Bonds, will exceed \$10,000,000. For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES. The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and

records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Sections 1.05 (c), (d) and (e) of this Order; and
- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (f) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds, and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund Road Bond Account, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN

CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each Fiscal Year ending in or after May 31, 2025, financial information and operating data with respect to the District of the general type included in the District's final Official Statement prepared and distributed in connection with the Bonds, being the information described in Exhibit "C" attached hereto. Any financial statements to be so provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulations, and (ii) audited, if the District commissions an audit of such statements and such audit is completed within the period during which they must be provided hereunder. If any such audit is not completed within such period, then the District shall provide such audited financial statements for the applicable Fiscal Year to the MSRB when and if such audit report becomes available.

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The financial information and operating data to be provided pursuant to this Section 11.02 may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

- (o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM

ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A., with its principal corporate trust office and its principal payment office in Houston, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A., with its principal corporate trust office and its principal payment office in Houston, Texas. To the extent practicable, the District

will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 *et seq.*, as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Holder on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS; ELECTRONIC DELIVERY. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds. Any Bonds or other documentation required or permitted to be delivered by the District pursuant to the terms of this Order, including delivery of the Initial Bonds and any subsequent Bonds by the District to the Registrar pursuant to Article Three hereof, may be so delivered by electronic means or in an electronic format at the option of the District.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are

inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to SAMCO Capital Markets, Inc. (the "Initial Purchaser"), for the sum of \$4,258,456.40, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is 5.010618% which is less than the maximum of 7.27% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at 12:00 Noon, Houston, Texas time on July 14, 2025, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Waller County, Texas, for posting on a bulletin board located at a place convenient to the public in the Waller County Courthouse and on said clerk's or said county's Internet website, for the time prescribed by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, 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 hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

PASSED AND ADOPTED the 14th day of July, 2025.

/s/ Victoria A. Battistini
President, Board of Directors
Waller County Municipal Utility District
No. 35

ATTEST:

/s/ Jaclyn Day
Secretary, Board of Directors
Waller County Municipal Utility
District No. 35

(SEAL)

(End of Article Fourteen)

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WALLER

REGISTERED
AMOUNT
\$_____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35
UNLIMITED TAX ROAD BOND
SERIES 2025

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____ %	September 1, ____	August 1, 2025	_____, 2025	_____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Waller County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on July 14, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable 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 presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Four Million Three Hundred Ninety Thousand and No/100 Dollars (\$4,390,000.00) (the "Bonds"), issued for the purpose or purposes of designing, acquiring, constructing, financing, improving, operating, and maintaining macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, including, but not limited to, all additions thereto and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 2, 2021, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE BONDS ARE NOT DESIGNATED AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds as the District reasonably expects to issue more than \$10,000,000 of tax-exempt obligations (including the Bonds) in the calendar year 2025.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts,

conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N.A., Houston, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Waller County Municipal Utility District No. 35 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

Acting Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

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 Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF WALLER

REGISTERED
AMOUNT

\$ _____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35
UNLIMITED TAX ROAD BOND
SERIES 2025

Interest Rate: Maturity Date: Initial Date: Delivery Date: CUSIP NO.:

_____ % September 1, ____ August 1, 2025 _____ _____

WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Waller County, Texas (herein the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on July 14, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date

(the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable 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 presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Four Million Three Hundred Ninety Thousand and No/100 Dollars (\$4,390,000.00) (the "Bonds"), issued for the purpose or purposes of designing, acquiring, constructing, financing, improving, operating, and maintaining macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, including, but not limited to, all additions thereto and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 2, 2021, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more

exchange Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE BONDS ARE NOT DESIGNATED AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds as the District reasonably expects to issue more than \$10,000,000 of tax-exempt obligations (including the Bonds) in the calendar year 2025.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N.A., Houston, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Waller County Municipal Utility District No. 35, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

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 Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

Registered Owner

NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under the sections entitled: "DISTRICT DEBT" (excluding "- Direct and Estimated Overlapping Debt Statement"), "TAX DATA" (excluding "- Estimated Overlapping Taxes"), and "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

Exhibit H

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this "Agreement") is entered into as of July 14, 2025, by and between Waller County Municipal Utility District No. 35 (the "Issuer"), with its principal offices located in Harris County, Texas, and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized and existing under the laws of the United States (the "Bank").

RECITALS

Pursuant to an order adopted by the Board of Directors of the Issuer on July 14, 2025 (the "Order"), the Issuer has duly authorized and provided for the issuance of its bonds, entitled Waller County Municipal Utility District No. 35 Unlimited Tax Road Bonds, Series 2025 (the "Bonds"), in the aggregate principal amount of \$4,390,000, to be issued as fully registered bonds, without interest coupons.

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of, the redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 149(a) of the Code.

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

AGREEMENT

For and in consideration of the mutual agreements and undertakings herein and the payments to be made hereunder, the parties contract and agree as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointments.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to receive the purchase price of the Bonds, from the underwriter of the Bonds and to transfer funds relating to the closing and initial delivery of the Bonds, and to pay to the Holders (as hereinafter defined), in accordance with the terms and provisions of this Agreement and the Order, the principal of and the redemption premium, if any, and interest on the Bonds.

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

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

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit "A" hereto. The Bank reserves the right to amend the fee schedule at any time; provided, however, that the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

Except as otherwise expressly provided herein, the Issuer agrees to reimburse the Paying Agent upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Paying Agent in accordance with any provisions of this Agreement (including expenses, disbursements and advances of its counsel), to the extent not covered by the compensation terms established in Exhibit "A" hereto, unless any such expense, disbursement, or advance is attributable to the negligence or willful misconduct of the Paying Agent.

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions. Unless the context clearly requires otherwise, the following terms shall have the meanings assigned to them in the Order, but in case of any conflict or ambiguity between the Order and this Agreement, the terms and provisions of the Order shall prevail and control:

"Bond" or "Bonds".

"Code".

"Delivery Date".

"District".

"DTC".

"Holder" or "Holders".

"Initial Bonds".

"Order".

"Person".

"Register".

Section 2.02. Supplemental Definitions.

The following terms used in this Agreement shall have the meanings assigned to them herein:

"Agreement" means this Paying Agent/Registrar Agreement, including all exhibits, amendments and supplements hereto.

"Bank" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States.

"Financial Advisor" means Robert W. Baird & Co., Inc., Houston, Texas, acting in the capacity of the Issuer's financial advisor with respect to the Bonds.

"Issuer" means District, as such term is defined in the Order.

"Paying Agent" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of paying agent pursuant to this Agreement.

"Registrar" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of Registrar pursuant to this Agreement.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the Person designated by the Issuer in the Order. At the option of the Issuer, the Bonds may be so delivered by electronic means or in an electronic format. At the time of such registration and delivery, Bank shall complete the Initial Bonds with the Delivery Date. If such Person delivers a written request to the Bank not later than 5 business days prior to the Delivery Date, the Bank will, on the Delivery Date, exchange the Initial Bonds for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Order.

Section 3.02. Transfer of Proceeds of Sale of Bonds.

The net proceeds of the sale of the Bonds shall be deposited with the Paying Agent via wire transfer of immediately available funds. The Paying Agent shall disburse (or deposit into accounts) such funds as directed in writing by the Issuer. Such funds shall not be invested. Any funds remaining on deposit with the Paying Agent thirty (30) days after the issuance of the Bonds shall be paid over to the Issuer.

Section 3.03. Duties of Paying Agent.

The Bank is authorized to receive the purchase price of the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Financial Advisor or other agent. The Bank may act on an electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Financial Advisor as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

Section 3.04. Duties of Registrar.

As Registrar, the Bank shall provide for the proper registration of the Bonds, the exchange, replacement and registration of transfers of the Bonds, and notice of redemption or discharge by deposit of the Bonds in accordance with the provisions of the Order.

Section 3.05. Unauthenticated Bonds.

The Issuer shall provide an inventory of unauthenticated Bonds, as needed, to facilitate transfers. The Bank covenants that it will maintain any such unauthenticated Bonds provided by the Issuer in safekeeping with not less than the same degree of care it uses for maintaining debt securities of other government entities or corporations for which it serves as registrar, or for its own bonds.

Section 3.06. Reports and Records.

The Bank will provide the Issuer reports upon request describing in reasonable detail all transactions pertaining to the Bonds and the Register. The Issuer may also inspect and make copies of the information in the Register at any time that the Bank is customarily open for business so long as reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Register to any Person, other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of any such subpoena, court order or lawful request for disclosure, the Bank will notify the Issuer immediately so that the Issuer will have the opportunity to, but shall not be required to, contest the subpoena, court order or request.

The Bank agrees that all records of the Issuer held by the Bank will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended.

Section 3.07. Cancelled Bonds.

All Bonds surrendered to the Bank for payment, redemption, transfer, exchange, or replacement shall be promptly cancelled by it. Bonds surrendered to the Issuer shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed upon the making of proper records, and evidence of such destruction shall be furnished to the Issuer upon request; provided, however, that if applicable laws or regulations prohibit the Bank from destroying the cancelled Bonds, the Bank shall return the cancelled Bonds to the Issuer.

Section 3.08. Standards.

The Bank undertakes to perform the duties set forth herein and in the Order and agrees to use reasonable care in the performance thereof. Except as otherwise expressly provided herein or in the Order, the Bank hereby agrees to use the funds transferred to it only for payment of the principal of and the redemption premium, if any, and interest on the Bonds, as the same shall become due.

Section 3.09. Reliance and Performance.

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

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

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

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

Section 3.10. Money Held by Bank.

(a) Money held by the Bank hereunder shall not be deemed a banking deposit but shall be held for payment to the Holders of the Bonds as set forth in the Order.

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

(c) All money transferred to the Bank hereunder shall be secured in the manner and to the fullest extent required by applicable law for the security of funds of the Issuer.

(d) Except to the extent otherwise provided in the Order, any money transferred to the Bank for the payment of the principal of, the redemption premium, if any, or interest on any Bond which remains unclaimed for three (3) years after the date such amounts have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent that such provisions are applicable to such amounts.

Section 3.11. DTC Compliance.

In order for the Bonds to become and remain DTC eligible, the Bank shall, subject to the Issuer's obligations below, abide by the requirements stated in the *DTC Operational Arrangements* memorandum dated as of January, 2009, as such requirements may be amended from time to time. Among other matters, the *Operational Arrangements* require the Bank to provide on the payment date (i) any principal and interest payments to DTC in same-day funds by 2:50 p.m., eastern time, along with supporting CUSIP details in automated form, (ii) payment details for interest payments by noon, eastern time, and (iii) redemption and corporate action payments and details by 2:50 p.m. eastern time. In order for the Bank to meet such requirements, the Issuer shall remit by 1:00 p.m., eastern time, on all payment dates funds for all principal and interest payments due to the Bank, or at such earlier time as may reasonably be required by the Bank to ensure that DTC will receive payment in same-day funds by 2:50 p.m., eastern time, on such payment dates.

Section 3.12. Damages.

Anything in this Agreement to the contrary notwithstanding, and to the extent permitted by law, in no event shall the Paying Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of such loss or damage and regardless of the form of action, but nothing herein shall relieve the Paying Agent from liability for actual and direct damages.

Section 3.13. Indemnification.

The Issuer agrees to and shall, to the full extent permitted by law, indemnify, defend and hold harmless the Paying Agent, together with its officers, directors, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, incurred without negligence or willful misconduct on the part of the Paying Agent, arising out of or in connection with the administration or performance of its duties and obligations or the exercise or performance of any of its powers hereunder.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. Recitals of Issuer.

The recitals contained in the Order and the Bonds shall be taken as the statements of Issuer, and the Bank assumes no responsibility for their correctness.

Section 4.02. May Own Bonds.

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

Section 4.03. Amendment.

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

Section 4.04. Assignment.

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

Section 4.05. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4.06. Effect of Headings.

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

Section 4.07. Successors and Assigns.

All covenants and agreements herein of the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any document or any further act on the part of either

of the parties hereto; provided, however, written notice of such merger, conversion or consolidation shall promptly be given to the Issuer.

Section 4.08. Severability.

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

Section 4.09. Benefits of Agreement.

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

Section 4.10. Order Governs Conflicts.

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

Section 4.11. Term and Termination.

This Agreement shall be effective from and after its date for so long as any of the Bonds remain outstanding, but may be terminated for any reason by the Issuer or the Bank at any time upon sixty (60) days' written notice; provided, however, that no such termination shall be effective until one or more successors have been appointed and have accepted the duties of the Bank hereunder. **If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer to the extent permitted by law, has the right to petition a court of competent jurisdiction in the State of Texas to appoint a successor under the Agreement.** In the event of early termination of this Agreement, regardless of the circumstances, the Bank shall deliver to the Issuer, or its designee, all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the Register.

Section 4.12. Governing Law.

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

Section 4.13. Anti-Boycott and Anti-Discrimination Provisions; Compliance with Laws Prohibiting Contracts with Certain Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations.

Bank hereby verifies that: (1) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or

affiliate of the same, boycotts or will boycott energy companies, and (3) neither Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, Bank represents and certifies that, at the time of execution of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this Agreement shall survive termination of this Agreement until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provisions hereof, notwithstanding anything herein to the contrary.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several copies, each of equal dignity, as of the day and year first above written.

WALLER COUNTY MUNICIPAL UTILITY
DISTRICT NO. 35

By: 
Name: Vicoria Battistini
Title: President

Address: c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: Anthony L. Henry
Name: Anthony L. Henry
Title: Vice President

Address: The Bank of New York Mellon Trust
Company, N.A.
500 Ross Street, Suite 625
Pittsburgh, PA 15262

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BANK REPRESENTS AND WARRANTS TO THE ISSUER THAT IT (CHECK THE APPROPRIATE BOX):

- ☒ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE ISSUER PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE ATTACHED AND FOLLOWING FORM 1295 TO THE ISSUER ON _____, 20__, WHICH IS THE TIME THE BANK SUBMITTED THE SIGNED AGREEMENT TO THE ISSUER.

Anthony L. Henry
REPRESENTATIVE OF BUSINESS ENTITY



Exhibit A

Waller County Municipal Utility District No. 35

Unlimited Tax Road Bonds, Series 2025

Date: June 05, 2025

Fee Schedule for the following:

- Registrar
- Paying Agent

Presented By:

BNY Corporate Trust

Fee Schedule

Subject to the Terms and Conditions below, upon appointment of **The Bank of New York Mellon Trust Company, National Association** or any of its affiliates (collectively, "BNY" or "us") in the roles as outlined within this Fee Schedule (this "Fee Schedule"), **Waller County Municipal Utility District No. 35** ("You") shall be responsible for the payment of the fees, expenses and charges as set forth herein and shall remain responsible notwithstanding that an affiliated or sponsored legal entity executes the Transaction Documents.

Transaction Acceptance Fee

(Waived)

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

Registrar, Paying Agent

Annual Fee

\$750

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

An annual fee covering the duties and responsibilities related to account administration. This fee is payable in advance for the year and shall not be prorated.

Additional Notes

Extraordinary Services / Miscellaneous Fees

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

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

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

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

In the event that the United States Department of Treasury suspends the sale of State and Local Government Series (SLGS) and where SLGS reinvestments are required, BNY will seek direction from you. If alternative investment

PRIVATE AND CONFIDENTIAL

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

direction is given by you for BNY to purchase an open market security, BNY will charge a transaction fee determined at the time of the transaction.

Out-of-Pocket Expenses

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

Advance Fees

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

Negative Interest Rates - Charges

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

Investment of Proceeds

In the event that BNY holds proceeds from the Transaction and the Transaction Documents allows for the investment of such proceeds, please reach out to your BNY Relationship Manager concerning your investment options.

Terms and Conditions

General

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

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

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

OFAC Sanctions

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively Sanctions). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund

PRIVATE AND CONFIDENTIAL

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

or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Acceptance/Revocation of Offer

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

Confidential Information

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

Miscellaneous

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

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

Privacy Notice

Your personal information is collected and will be used by the BNY Group. BNY is responsible for collecting and processing your personal information. Your personal information will be used in connection with the preparation of internal distribution lists, the distribution of materials for the purposes of hearing more about BNY's services and events, and compliance with legal requirements pertaining to individual and organizational identification (including Know Your Client requirements). This includes information required for onboarding of new clients, updating of information on existing client relationships, and information relating to associated parties with respect to any transaction with BNY, where applicable. Your personal information will be shared within the BNY Group as well as with third parties, including BNY Group's third-party service providers, where necessary for the aforementioned purposes.

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The BNY Group will transfer or store your personal information in countries other than the country of administration of the Transaction, including those outside Europe and the European Economic Area, under the protection of appropriate safeguards. For more information about how we collect, use, and share personal information and your legal rights see the BNY Group's full privacy notice (the Privacy Notice) at <https://www.bny.com/us/en/data-privacy.html> or contact your BNY Relationship Manager.

Customer Notice Required By the USA Patriot Act

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

Governing Law and Third Party Rights

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

PRIVATE AND CONFIDENTIAL

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Exhibit I

**RESOLUTION TO COMPLY WITH THE
SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12**

WHEREAS, Waller County Municipal Utility District No. 35 (the "District"), has been legally created and operates pursuant to the general laws of the State of Texas applicable to conservation and reclamation districts; and

WHEREAS, the Securities and Exchange Commission (the "SEC") approved final amendments to SEC Rule 15c2-12 (the "Rule") which prohibit municipal securities dealers from recommending municipal securities for purchase or sale unless the Issuer of such securities commits to make available ongoing information about its financial condition in the secondary market; and

WHEREAS, the Rule requires that all Issuers of municipal securities (which are not exempt from the requirements of the Rule) must agree to provide certain information vendors with annual financial information and operating data as well as timely notice of certain material events about the District and any "Obligated Person"; and

WHEREAS, an Obligated Person is any person or entity that has committed by contract to support payment of all or part of the municipal securities; and

WHEREAS, the District operates pursuant to the contract for financing and operation and maintenance of regional facilities (the "Regional District Contract"), which has previously been approved by the voters of the District; and

WHEREAS, Harris-Waller Counties Municipal Utility District No. 4 (the "Regional District") has issued its \$12,480,000 Contract Revenue Bonds, Series 2022, \$10,400,000 Contract Revenue Road Bonds, Series 2022, \$14,250,000 Contract Revenue Bonds, Series 2023, \$16,085,000 Contract Revenue Road Bonds, Series 2023, \$15,770,000 Contract Revenue Bonds, Series 2024, \$16,395,000 Contract Revenue Road Bonds, Series 2024, and is in the process of issuing its \$17,425,000 Contract Revenue Bonds, Series 2025, and its \$16,135,000 Contract Revenue Road Bonds, Series 2025 (the "Bonds"); and

WHEREAS, Harris-Waller Counties Municipal Utility District No. 4 in the future, intends to issue additional contract revenue bonds pursuant to the Regional District Contract ("Additional Bonds"); and

WHEREAS, under the terms of the Rule, the Regional District must agree, in its Bond Resolution, to provide the required updated information about its own financial condition and operations and the financial information and operating data of all Obligated Persons; and

WHEREAS, the District is an Obligated Person for purposes of the Rule, because pursuant to the Regional District Contract, the District is obligated to pay its pro rata share of the debt service on the Bonds and any Additional Bonds; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 THAT:

Section 1: The Board of Directors of the District hereby agrees to furnish the Regional District a copy of its audited financial statements, an update to the District's financial information and operating data included in the Regional District final Official Statement prepared in connection with the issuance of the Bonds and any Additional Bonds, and such other information the Regional District may require in order to comply with the Rule no later than five months after the end of the District's fiscal year.

Section 2: The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Directors.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this _____ day of _____, 2025.



President, Board of Directors

ATTEST:



Secretary, Board of Directors



Exhibit J

**GENERAL CERTIFICATE
OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

We, the undersigned President and Secretary, respectively, of the Board of Directors of Harris County Municipal Utility District No. 569 (the "District"), do hereby execute and deliver this certificate for the benefit of the Attorney General of Texas and all other persons interested in the Harris-Waller Counties Municipal Utility District No. 4 Contract Revenue Bonds, Series 2025, and its Contract Revenue Road Bonds, Series 2025 (the "Bonds"), now in the process of issuance. We certify the following:

(1) That the District is a duly created and organized municipal utility district operating pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, as amended.

(2) That the Board of Directors is composed of the following persons, each of whom serves in the capacity indicated:

Jason Schultz	President
Nicholas Luton	Vice President
Blakely Norris	Secretary
Julia Pecina	Assistant Secretary
Benjamin Boehm	Assistant Secretary

(3) That each member of the Board of Directors has duly qualified as a member of the Board of Directors of the District by executing the sworn statement (when required), by executing the bond required by law, and by taking the official oath of office prescribed by the Constitution for public officers; that each such bond was duly approved by the Board of Directors of the District; and that each such bond, sworn statement and oath are filed and retained in the District's records and with the Secretary of State, as required by law.

(4) That other than the District's contractual obligations with respect to the \$12,480,000 Contract Revenue Bonds, Series 2022, the \$10,400,000 Contract Revenue Road Bonds, Series 2022, the \$14,250,000 Contract Revenue Bonds, Series 2023, the \$16,085,000 Contract Revenue Road Bonds, Series 2023, the \$15,770,000 Contract Revenue Bonds, Series 2024, the \$16,395,000 Contract Revenue Road Bonds, Series 2024, and the Bonds, now in the process of issuance, in addition to the District's \$4,520,000 Unlimited Tax Road Bonds, Series 2023, the \$3,375,000 Unlimited Tax Bonds, Series 2024, and the \$8,855,000 Unlimited Tax Road Bonds, Series 2024, and the \$11,225,000 Unlimited Tax Bonds, Series 2025, and the \$6,155,000 Unlimited Tax Road Bonds, Series 2025, both now in the process of issuance, the District has no outstanding indebtedness payable from taxes.

(5) That all data required by law to be filed with the Texas Commission on Environmental Quality has been so filed.

(6) That the District has complied with all of the terms and conditions imposed by the City of Houston in connection with the issuance of bonds and its consent to the creation to and the inclusion of land within the District.

(7) That the Contract for Financing, Operation, and Maintenance of Regional Facilities (the "Regional District Contract"), effective August 3, 2021, was duly approved by the Board of Directors of the District, and the execution and performance of said Regional District Contract were duly authorized at a meeting of the Board of Directors of the District at which all actions or proceedings taken in connection with the approval of said Regional District Contract were open to the public and notice of the time, place, and subject of each such meeting was given as required by Chapter 551, Government Code and Chapter 49.063, Texas Water Code.

(8) That the Regional District Contract is in full force and effect and has not been amended or rescinded.

(9) That there has been no default under the Regional District Contract.

(10) That no litigation is pending or threatened concerning the title or authority of the officers and directors of the District or concerning the Regional District Contract.

(11) That the Board of Directors will adopt an Order Levying Taxes for tax year 2025 and will levy a contract tax for the purpose of paying the District's pro rata share of the Outstanding Bonds.

(12) That, to the extent applicable to the District, the District has complied with the Voting Rights Act of 1965, as amended, and Chapter 272 of the Texas Election Code.

(13) That upon approval of the Bonds, the Attorney General is authorized and respectfully requested to insert the date, which date is to be the same as your approval date.

[EXECUTION PAGE FOLLOWS]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE DISTRICT on _____, 2025.



Secretary, Board of Directors
Harris County Municipal Utility
District No. 569



President, Board of Directors
Harris County Municipal Utility
District No. 569



THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

The instrument was acknowledged before me on the ____ day of _____, 2025, by Jason Schultz as President and Blakely Norris as Secretary of Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas, on behalf of said political subdivision.



Notary Public State of Texas

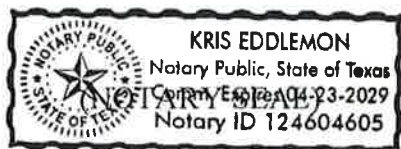


EXHIBIT K

TAX COLLECTOR'S OATH

Waller Co M.U.D. #35 }

STATE OF TEXAS

COUNTY OF Waller }

BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin

BRENDA MCLAUGHLIN

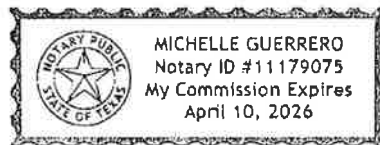
SWORN TO AND SUBSCRIBED BEFORE ME, this 9th day of

July 2025.

Michelle Guerrero

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on _____

WALLER COUNTY M.U.D. #35
TAX ASSESSOR/COLLECTOR'S REPORT

6/30/2025

Taxes Receivable: 8/31/2024	\$	2,032.16	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>196,368.20</u>	\$ <u>198,400.36</u>
Original 2024 Tax Levy	\$	1,573,575.83	
Adjustments		<u>162,302.80</u>	<u>1,735,878.63</u>
Total Taxes Receivable			\$ 1,934,278.99
Prior Years Taxes Collected	\$	159,791.61	
2024 Taxes Collected (90.3%)		<u>1,567,644.15</u>	<u>1,727,435.76</u>
Taxes Receivable at: 6/30/2025			\$ <u>206,843.23</u>

2024 Receivables:

Maintenance	74,023.18
Contract	62,807.53
Road Debt	31,403.77

bob leared interests

11111 Katy Freeway, Suite 725
Houston, Texas 77079-2197

Phone: (713) 932-9011
Fax: (713) 932-1150

WALLER COUNTY M.U.D. #35

	Month of 6/2025	Fiscal to Date 6/01/2025 - 6/30/2025
Beginning Cash Balance	\$ 97,262.93	97,262.93
Receipts:		
Current & Prior Years Taxes	38,957.07	38,957.07
Penalty & Interest	2,915.94	2,915.94
TOTAL RECEIPTS	\$ 41,873.01	41,873.01
Disbursements:		
Atty's Fees, Delq. collection	226.26	226.26
CAD Quarterly Assessment	5,045.50	5,045.50
Refund - due to adjustments	84.24	84.24
Transfer to General Fund	48,716.69	48,716.69
Tax Assessor/Collector Fee	653.00	653.00
Transfer to Contract Fund	21,883.73	21,883.73
Transfer to Road Debt Fund	497.28	497.28
Postage/Deliveries	120.84	120.84
Mileage Expense	7.00	7.00
Envelopes - May Del Stmts	5.10	5.10
Exemption Assistance	200.00	200.00
Positive Pay	25.00	25.00
TOTAL DISBURSEMENTS	(\$ 77,464.64)	(77,464.64)
CASH BALANCE AT: 6/30/2025	\$ 61,671.30	61,671.30

WALLER COUNTY M.U.D. #35

Disbursements for month of July, 2025

Check #	Payee	Description	Amount
	W/T Contract Fund	7/14/25 Transfer to Contract Fund	\$ 14,543.97
	W/T General Fund	7/14/25 Transfer to General Fund	17,141.11
1067	Bob Leared	Tax Assessor/Collector Fee	961.32
TOTAL DISBURSEMENTS			\$ 32,646.40
Remaining Cash Balance			\$ 29,024.90
Stellar Bank			

WALLER COUNTY M.U.D. #35

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 6/2025	Adjustments To Collections 6/2025	Total Tax Collections at 6/30/2025	Total Taxes Receivable at 6/30/2025	Collection Percentage
2024	38,957.07		1,567,644.15	168,234.48	90.308
2023			630,747.80	20,133.87	96.907
2022			301,529.53	18,474.88	94.227
(Percentage of collections same period last year				99.285	)

WALLER COUNTY M.U.D. #35

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2024	115,725,237	12 / 12	1.500000	162,302.80		1,735,878.63
2023	36,717,809	25 / 25	1.500000	95,270.60		650,881.67
2022	12,010,068	03 / 03	1.500000	137,412.15		317,563.17

WALLER COUNTY M.U.D. #35

TAX RATE COMPONENTS

Year	Rate	Levy	Maintenance Rate	Levy	Contract Rate	Levy	Road Debt Rate	Levy
2024		.00	.660000	763,786.60	.560000	648,061.30	.280000	324,030.73
2023		.00	.610000	264,691.90	.890000	386,189.77		.00
2022		.00	1.500000	320,004.41		.00		.00

WALLER COUNTY M.U.D. #35

Notes:

2022	Agriculture Deferment	194,457.31
2023	Agriculture Deferment	198,911.38
2024	Agriculture Deferment	13,784.55
	Total --->	407,153.24

WALLER COUNTY M.U.D. #35

Tax Exemptions:	2024	2023	2022
Homestead	.00000	.00000	.00000
Over 65	0	0	0
Disabled	0	0	0

Last Bond Premium Paid:

Payee	Date of Check	Amount
McDonald & Wessendorff	3/13/2025	50.00
3/31/25-3/31/26		

Adjustment Summary:	2024	
10/2024	/ CORR 004	2,982.79-
11/2024	/ CORR 005	690.74-
12/2024	/ CORR 006	1,388.90-
1/2025	/ CORR 007	1,034.42-
2/2025	/ CORR 008	648.72-
3/2025	/ CORR 009	31.43
4/2025	/ CORR 010	137.79-
5/2025	/ CORR 011	169,154.73
TOTAL		162,302.80

WALLER COUNTY M.U.D. #35
Homestead Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			
(I) - BLI Contract				(A) - Delinquent Attorney Contract

Standard Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			

EXHIBIT L

RESOLUTION REQUESTING APPRAISAL OF PROPERTY

WHEREAS, the Board of Directors of Waller County Municipal Utility District No. 35 (the "District") is considering the issuance of bonds of the District; and

WHEREAS, the District now requires an estimate of appraised value for properties located within the boundaries of the District; and

WHEREAS, Chapter 25, Section 25.18 of the Texas Tax Code ("Code"), as amended, provides that a taxing unit by resolution adopted by its governing body may require the appraisal office to appraise all property within the unit as of a date specified in the resolution. Now, Therefore;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, THAT:

Section 1: The District hereby requests that the Waller County Appraisal District conduct an appraisal of property located within the boundaries of the District as of July 1, 2025.

Section 2: The District be provided with five (5) copies of such estimate of appraised value, certified by the chief appraiser of said appraisal district.

Section 3: The District be provided with such certificate of assessed value on or before thirty (30) days from the date of receipt hereof in accordance with Section 25.18(c) of the Code.

Section 4: The District be charged with all costs incurred by said appraisal district in conducting the appraisal herein requested.

PASSED AND ADOPTED the 14th day of July, 2025.



WALLER COUNTY MUNICIPAL
UTILITY DISTRICT NO. 35

By: Victoria Battistini
President, Board of Directors

EXHIBIT M

Waller County MUD #35

OPERATIONS REPORT

July 14, 2025

submitted by



I. Billing and Collections

Connections	5/25/2025	Billed Usage	
Residential:	471	Residential:	4.279
Builder:	306	Builder:	0.777
Commercial:	2	Commercial:	0
Irrigation:	17	Irrigation:	3.904
Temporary:	5	Temporary:	0
Rec Center:	0	Rec Center:	0
Vacant:	11	Vacant:	0
Total Connections:	812	Final Accounts:	0.279
		Total Billed Usage:	9.239

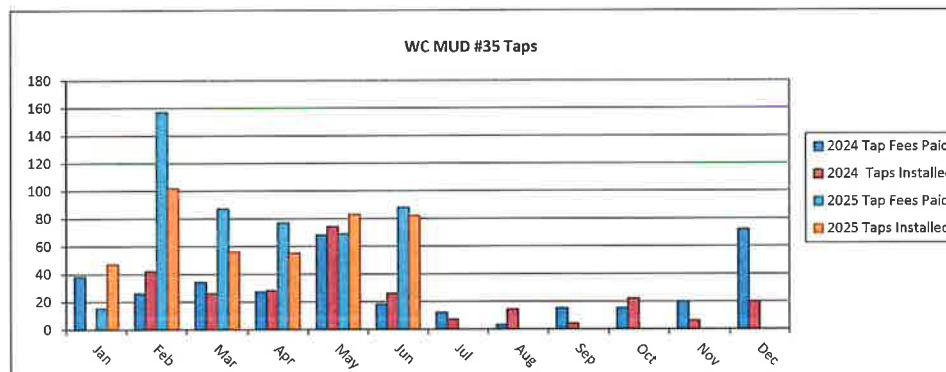
Collections as of	6/3/2025	Billing as of	5/25/2025
Penalty:	\$675.08	Penalty:	\$1,050.57
Water:	\$47,632.49	Water:	\$65,794.40
Sewer:	\$33,260.59	Sewer:	\$35,566.46
Deposit:	\$17,850.82	Deposit:	\$8,350.00
Backflow Annual Admin Fee:	\$0.00	Backflow Annual Fee:	\$0.00
Back Charge:	\$7,970.08	Back Charge:	\$9,101.98
Inspection:	\$265.45	Inspection:	\$468.00
Rental Meter Fee:	\$900.00	Rental Meter Fee:	\$815.00
Returned Payment Fee:	\$30.00	Transfer Fee:	\$1,240.00
Reconnect Fee:	\$659.86	Arrears:	\$19,237.48
Door Tag Fee:	\$397.05	Credits:	(\$2,359.16)
Delinquent Letter Fee:	\$616.83	Net Receivable:	\$139,264.73
Transfer Fee:	\$560.00		
Deposits Applied:	\$4,600.00		
Total Collections:	\$115,418.25		

Customer Aged Receivables

30 Day:	\$15,216.63
60 Day:	\$770.44
90 Day:	\$6,374.67
Overpayments:	(\$2,073.69)
Total Receivables:	\$20,288.05

II. Tap Activity

• Taps fees paid in the month of June:	88
• Total tap fees paid to date:	1069
• Taps installed in the month of June:	82
• Total taps installed to date:	912



III. Repairs and Maintenance over \$1000

- Prepared and mailed 2024 Consumer Confidence Reports.
- Relocated fire hydrant at 3032 Dawn Sound Dr.
- Performed service line leak repairs at 3033, 3040, 3060 Dawn Sound Dr.
- Cleared sewage blockage at 3032 due to problem at Lift Station.
- Hydra jetted District line to clear blockage at 4681 Cleo Day Dr.
- Adjusted sanitary sewer manhole to grade at Bartlett and Mint Hill.
- Installed commercial meter at Bartlett Rd, Tantara Bend Dr - Pond O, Bitterweed Dr, Pond Q, Sunset Glory Dr, Goldberry Dr.

IV. Action Items

- Authorize submittal of write off accounts to the collection agency.
- Authorize service termination of delinquent accounts.

Sunterra Tap Fees Paid as of 7/2/25

BUILDER	HC569 Total	HWC4 Total	HWC5 Total	WC35 Total	WC37 Total	Grand Total
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
ASHTON WOODS HOMES	55		45		126	226
BEAZER HOMES C/O RADIUSPOINT DEPT 1	142					142
BRIGHTLAND HOMES	52		85	84	29	250
CASTLEROCK COMMUNITIES	7		42		70	119
CENTURY COMMUNITIES INC	20				1	21
CHESMAR HOMES	1		88		50	139
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				96	97
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	279		26	301	129	735
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2	3	6	11
GBFR SUNTERRA LP	1					1
HIGHLAND HOMES			161			161
HISTORY MAKER HOMES	1		107		53	161
KA GREAT MINDS WEST LLC		1				1
KATY 1093 LTD			1			1
KATY INDEPENDENCE SCHOOL DISTRICT					1	1
KB HOMES	1		1	110	139	251
LENNAR HOMES	615		112	470	106	1303
LGI HOMES GROUP LLC	1				48	49
LONG LAKE, LTD	54				79	133
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NEW HOME CO			36			36
NUWAY HOMES TEXAS LP	89		220	7	27	343
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			301			301
ROYAL ISD				1		1
SHAHYAN KAROWADIYA		2				2
SHEA HOMES HOUSTON LLC			76			76
STARLIGHT HOMES-HOUSTON	61			32		93
SUNTERRA C/O GRANDMANORS			4	1	4	9
SUNTERRA POA	9		8	6	4	27
SUNTERRA POA C/O PMG HOUSTON			24	10	8	42
SUNTERRA POA INC	6	3	1	9	1	20
TRICOAST HOMES	1			6	34	41
TRIPLE C LANDSCAPES			3			3
UNITED CONSTRUCTORS OF TEXAS				1		1
WESTIN HOMES	2		32	45	73	152
Grand Total	1402	6	1769	1086	1139	5402

Waller County MUD #35

CONFIDENTIAL REPORT

July 14, 2025

submitted by



20 WALLER COUNTY MUD 35

COLLECTION ACCOUNTS DETAIL LISTING

Date:06/06/2025 Page: 1

Account	Name/Mailing Addr	Phone	Service	Address	CO-Signer	TDL / Soc.Sec	Conn.Date	Last PD Dte	Last Pmt	Final Dte	Balance	Sec. Dep	Day	Deql
							09/09/24			01/01/25	125.85	.00	120 Days	
Totals											125.85			

DELINQUENT LETTER ACCOUNTS LISTING - DUE 7/14/2025

District: 20

WALLER COUNTY MUD 35

Select Status... Arrears Only

Account Number	Original Amt.	Arrears Amt.	Total Current	Total Balance	Letter Due	Deposit	# Times Delq. + Rent/Own	Total Due Less Deposit (exposure)
020-01502-01	\$ 419.42	\$ 419.42	\$ 169.00	\$ 599.42	\$ 599.42	\$ 250.00	1 Owner	\$ (349.42)
020-00918-02	\$ 485.96	\$ 485.96	\$ 113.10	\$ 610.06	\$ 610.06	\$ 350.00	1 Renter	\$ (260.06)
020-01210-01	\$ 389.78	\$ 389.78	\$ 104.50	\$ 505.28	\$ 505.28	\$ 250.00	1 Owner	\$ (255.28)
020-01806-01	\$ 374.46	\$ 374.46	\$ 108.80	\$ 494.26	\$ 494.26	\$ 250.00	1 Owner	\$ (244.26)
020-00116-01	\$ 347.25	\$ 347.25	\$ 104.50	\$ 462.75	\$ 462.75	\$ 250.00	6 Owner	\$ (212.75)
020-00332-04	\$ 397.82	\$ 397.82	\$ 108.80	\$ 517.62	\$ 517.62	\$ 350.00	1 Renter	\$ (167.62)
020-00864-02	\$ 297.82	\$ 297.82	\$ 104.50	\$ 413.32	\$ 413.32	\$ 250.00	1 Owner	\$ (163.32)
020-01186-02	\$ 388.00	\$ 388.00	\$ 104.50	\$ 503.50	\$ 503.50	\$ 350.00	1 Renter	\$ (153.50)
020-00834-01	\$ 247.80	\$ 247.80	\$ 194.80	\$ 453.60	\$ 453.60	\$ 350.00	2 Renter	\$ (103.60)
020-00550-01	\$ 194.28	\$ 194.28	\$ 134.60	\$ 339.88	\$ 339.88	\$ 250.00	2 Owner	\$ (89.88)
020-01000-01	\$ 157.52	\$ 157.52	\$ 156.10	\$ 324.62	\$ 324.62	\$ 250.00	2 Owner	\$ (74.62)
020-00446-01	\$ 154.78	\$ 154.78	\$ 130.30	\$ 296.08	\$ 296.08	\$ 250.00	7 Owner	\$ (46.08)
020-00092-01	\$ 149.60	\$ 149.60	\$ 121.70	\$ 282.30	\$ 282.30	\$ 250.00	5 Owner	\$ (32.30)
020-00142-01	\$ 149.60	\$ 149.60	\$ 117.40	\$ 278.00	\$ 278.00	\$ 250.00	7 Owner	\$ (28.00)
020-00876-01	\$ 138.88	\$ 138.88	\$ 121.70	\$ 271.58	\$ 271.58	\$ 250.00	7 Owner	\$ (21.58)
020-00806-01	\$ 138.60	\$ 138.60	\$ 121.70	\$ 271.30	\$ 271.30	\$ 250.00	2 Owner	\$ (21.30)
020-00224-01	\$ 149.60	\$ 149.60	\$ 108.80	\$ 269.40	\$ 269.40	\$ 250.00	4 Owner	\$ (19.40)
020-00010-01	\$ 138.60	\$ 138.60	\$ 113.10	\$ 262.70	\$ 262.70	\$ 250.00	1 Owner	\$ (12.70)
020-00836-02	\$ 207.90	\$ 207.90	\$ 138.90	\$ 357.80	\$ 357.80	\$ 350.00	2 Renter	\$ (7.80)
020-00868-01	\$ 136.40	\$ 136.40	\$ 104.50	\$ 251.90	\$ 251.90	\$ 250.00	2 Owner	\$ (1.90)
020-00278-01	\$ 97.90	\$ 97.90	\$ 138.90	\$ 247.80	\$ 247.80	\$ 250.00	4 Owner	\$ 2.20
020-00570-01	\$ 123.53	\$ 123.53	\$ 113.10	\$ 247.63	\$ 247.63	\$ 250.00	1 Owner	\$ 2.37
020-00044-01	\$ 129.14	\$ 129.14	\$ 104.50	\$ 244.64	\$ 244.64	\$ 250.00	6 Owner	\$ 5.36
020-01006-01	\$ 129.14	\$ 129.14	\$ 104.50	\$ 244.64	\$ 244.64	\$ 250.00	1 Owner	\$ 5.36
020-00544-01	\$ 128.56	\$ 128.56	\$ 104.50	\$ 244.06	\$ 244.06	\$ 250.00	2 Owner	\$ 5.94
020-00942-01	\$ 125.95	\$ 125.95	\$ 104.50	\$ 241.45	\$ 241.45	\$ 250.00	3 Owner	\$ 8.55
020-00220-01	\$ 125.95	\$ 125.95	\$ 104.50	\$ 241.45	\$ 241.45	\$ 250.00	6 Owner	\$ 8.55
020-00854-01	\$ 177.98	\$ 177.98	\$ 151.80	\$ 340.78	\$ 340.78	\$ 350.00	4 Renter	\$ 9.22
020-00022-01	\$ 114.95	\$ 114.95	\$ 113.10	\$ 239.05	\$ 239.05	\$ 250.00	7 Owner	\$ 10.95
020-00136-01	\$ 122.43	\$ 122.43	\$ 104.50	\$ 237.93	\$ 237.93	\$ 250.00	6 Owner	\$ 12.07
020-00174-01	\$ 119.68	\$ 119.68	\$ 104.50	\$ 235.18	\$ 235.18	\$ 250.00	4 Owner	\$ 14.82
020-00464-01	\$ 114.95	\$ 114.95	\$ 108.80	\$ 234.75	\$ 234.75	\$ 250.00	2 Owner	\$ 15.25
020-00934-01	\$ 110.00	\$ 110.00	\$ 113.10	\$ 234.10	\$ 234.10	\$ 250.00	6 Owner	\$ 15.90
020-01124-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00896-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	2 Owner	\$ 19.55
020-00838-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	1 Owner	\$ 19.55
020-00852-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	5 Owner	\$ 19.55
020-00356-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	2 Owner	\$ 19.55
020-01106-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 250.00	3 Owner	\$ 19.55
020-00782-01	\$ 60.00	\$ 60.00	\$ 151.80	\$ 222.80	\$ 222.80	\$ 250.00	2 Owner	\$ 27.20
020-01160-02	\$ 104.14	\$ 104.14	\$ 104.50	\$ 219.64	\$ 219.64	\$ 250.00	6 Owner	\$ 30.36
020-01262-01	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 250.00	2 Owner	\$ 31.05
020-01144-01	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 250.00	2 Owner	\$ 31.05
020-00286-01	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 250.00	3 Owner	\$ 31.05
020-00190-01	\$ 92.13	\$ 92.13	\$ 104.50	\$ 207.63	\$ 207.63	\$ 250.00	10 Owner	\$ 42.37
020-00208-01	\$ 75.11	\$ 75.11	\$ 104.50	\$ 190.61	\$ 190.61	\$ 250.00	9 Owner	\$ 59.39
020-00166-01	\$ 139.15	\$ 139.15	\$ 104.50	\$ 254.65	\$ 254.65	\$ 350.00	9 Renter	\$ 95.35
020-01052-02	\$ 130.45	\$ 130.45	\$ 104.50	\$ 245.95	\$ 245.95	\$ 350.00	3 Renter	\$ 104.05
020-00210-01	\$ 124.41	\$ 124.41	\$ 104.50	\$ 239.91	\$ 239.91	\$ 350.00	1 Renter	\$ 110.09
020-00164-02	\$ 124.19	\$ 124.19	\$ 104.50	\$ 239.69	\$ 239.69	\$ 350.00	7 Renter	\$ 110.31
020-00682-02	\$ 60.00	\$ 60.00	\$ 164.70	\$ 235.70	\$ 235.70	\$ 350.00	4 Renter	\$ 114.30
020-01196-02	\$ 114.95	\$ 114.95	\$ 108.80	\$ 234.75	\$ 234.75	\$ 350.00	3 Renter	\$ 115.25
020-00260-02	\$ 115.46	\$ 115.46	\$ 104.50	\$ 230.96	\$ 230.96	\$ 350.00	12 Renter	\$ 119.04
020-00842-02	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	5 Renter	\$ 119.55
020-00300-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	3 Renter	\$ 119.55
020-00062-02	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	2 Renter	\$ 119.55
020-01024-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	2 Renter	\$ 119.55
020-00246-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	9 Renter	\$ 119.55
020-00290-01	\$ 114.95	\$ 114.95	\$ 104.50	\$ 230.45	\$ 230.45	\$ 350.00	6 Renter	\$ 119.55
020-00170-02	\$ 111.59	\$ 111.59	\$ 104.50	\$ 227.09	\$ 227.09	\$ 350.00	11 Renter	\$ 122.91
020-00844-02	\$ 110.55	\$ 110.55	\$ 104.50	\$ 226.05	\$ 226.05	\$ 350.00	3 Renter	\$ 123.95
020-01194-01	\$ 101.09	\$ 101.09	\$ 108.80	\$ 220.89	\$ 220.89	\$ 350.00	2 Renter	\$ 129.11
020-00098-01	\$ 105.28	\$ 105.28	\$ 104.50	\$ 220.78	\$ 220.78	\$ 350.00	13 Renter	\$ 129.22
020-00900-02	\$ 103.45	\$ 103.45	\$ 104.50	\$ 218.95	\$ 218.95	\$ 350.00	2 Renter	\$ 131.05
020-00294-01	\$ 97.11	\$ 97.11	\$ 108.80	\$ 216.91	\$ 216.91	\$ 350.00	8 Renter	\$ 133.09
020-00192-01	\$ 48.19	\$ 48.19	\$ 104.50	\$ 163.69	\$ 163.69	\$ 350.00	4 Owner	\$ 186.31
	\$ 10,191.23	\$ 10,191.23	\$ 7,520.50	\$ 18,437.73	\$ 18,437.73	\$ 19,100.00		\$ 662.27

Items Count: 66

EXHIBIT N



Kris Eddlemon
c/o SPH, LLP
1300 Post Oak Blvd, Suite 2400
Houston, TX 77056

June 14, 2025

RE: 2025 Automatic Adjustment Waller County MUD No. 35

Best Trash is pleased to be Waller 35's solid waste and recycling collection contractor. We are committed to providing you with the most professional and reliable services available.

A component of the Contract is for an automatic yearly price adjustment based by 100% of the increase or decrease of the most recently published Consumer Price Index-All Urban Consumers, Series ID: CUUR0000SEHG02 Garbage and Trash Collection, Not seasonally Adjusted, Based Period December 1999 = 100 published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI"). The rise or fall of the CPI shall be determined by calculating the percentage increase or decrease of said index during the prior twelve (12) month period, by determining the percentage difference between (a) the average CPI for the most recent twelve (12) months for which data is available (the "Most Recent Year"), and (b) the average CPI for the twelve (12) month period immediately prior to the Most Recent Year. The CPI-U data indicates an adjustment of plus 4.313%. The current rate of \$25.36 for curbside service with recycling will change to \$26.45 per month per residence. The new rate will take effect in the billing cycle of August 2025 and continue through July 2026.

Best Trash's goal is to be able to continue to provide you with high quality trash-hauling services at a competitive rate. We sincerely appreciate the opportunity to service your solid waste needs.

Sincerely,

Christie Leighton

	1	2	3	4	5	6	7	8	9	10	11	12 Total	Increase	Previous Rate	New Rate
1st 12 Months	589.812	596.167	597.347	596.997	597.569	601.631	602.164	606.773	610.551	610.015	611.073	609.538	602.4698	25.36	26.4539
2nd 12 Months	611.946	614.089	615.880	619.640	621.632	627.127	627.807	629.803	641.938	642.053	643.063	646.507	628.4571	4.313%	

For CPI data on garbage go to: <http://data.bls.gov/timeseries/CUUR0000SEHG02>

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SEHG02
Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2023 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807
2025	629.803	641.938	642.053	643.063	646.507							

EXHIBIT O



2322 W. Grand Parkway N, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

July 9, 2025

Board of Directors
Waller County Municipal Utility District No. 35
Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2500
Houston, Texas 77056

Re: Engineering Report
Board Meeting of July 14, 2025

Dear Directors:

This report summarizes our activities during the past month:

9a. Authorizing the design, advertisement for bids and/or award of the construction contracts or concurrence in the award of a contract for the construction of water, sanitary sewer, drainage, and/or paving facilities within the District, and authorize acceptance of a Texas Ethics Commission ("TEC") Form 1295, including:

a) Sunterra Non-Potable Irrigation Pump Station & Site Work and Distribution

- i. We are finishing the design and working on approvals.
- ii. We received two (2) bids on April 22, 2025 and are working with the Developer on how they would like to proceed with the project.

b) Sunterra Non-Potable Irrigation Distribution

- i. We are currently advertising the project and will receive bids on July 15, 2025.

9b. Status of construction contracts, including the approval of any pay estimates, change orders and/or acceptance of facilities for operation and maintenance purposes, and authorize acceptance of TEC Form 1295:

a) Sunterra Section 65 & 66 WS&D Facilities:

Original Contract Amount - \$1,517,214.37

Revised Contract Amount - \$1,502,839.37

Contractor: Principal Services, Ltd.

Pay Estimate No. 4: \$78,070.80

CO No. 1: -\$14,375.00

- i. The project is complete.
- ii. We received Pay Estimate No. 5 & Final in the amount of \$21,084.26 for the Board's approval.
- iii. We received Change No. 2 in the amount of -\$34,448.20 for adjustment to final quantities.

Action Item: Approval of Pay Estimate No. 5 & Final, Change Order No. 2, and Certificate of Substantial Completion



b) Sunterra Section 65 & 66 Paving Facilities:

Original Contract Amount - \$1,183,547.45

Pay Estimate No. 5: \$42,046.85

Revised Contract Amount – \$1,211,422.10

CO No. 2: \$13,639.70

Contractor: Allgood Construction Company, Inc.

- i. The project is complete and in the 1-yr maintenance period for Waller County.
- ii. We received Pay Estimate No. 6 & Final in the amount of \$23,738.50 for the Board's approval.
- iii. We received Change No. 3 in the amount of -\$24,497.20 for adjustment to final quantities.

Action Item: Approval of Pay Estimate No. 6 & Final, Change Order No. 3, and Certificate of Substantial Completion

c) Sunterra Section 76 & 77 WS&D Facilities:

Original Contract Amount - \$1,670,098.26

Pay Estimate No. 5: \$79,562.50

Revised Contract Amount – \$1,770,497.31

CO No. 1: \$54,150.00

Contractor: Blazey Construction Services, LLC

- i. The project is complete.
- ii. We received Pay Estimate No. 6 & Final in the amount of \$110,855.59 for the Board's approval.
- iii. We received Change No. 2 in the amount of -\$98,814.23 for adjustment to final quantities.

Action Item: Approval of Pay Estimate No. 6 & Final, Change Order No. 2, and Certificate of Substantial Completion

d) Sunterra Phase 8 Make-up Waterline:

Original Contract Amount - \$72,996.90

Pay Estimate No. 1: \$57,891.83

Revised Contract Amount – \$

CO No. 1:

Contractor: Lonnie Lischka Company, LP

- i. The project is complete.
- ii. We received Pay Estimate No. 2 & Final in the amount of \$12,549.07 for the Board's approval.
- iii. We received Change No. 1 in the amount of -\$2,556.00 for adjustment to final quantities.

Action Item: Approval of Pay Estimate No. 2 & Final, Change Order No. 1, and Certificate of Substantial Completion

9c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

- a) Water Meter Easement (MH Sunterra Retail II, LLC):** Water meter easement for a new daycare facility south of Tantara Bend Drive west of Bartlett Road on the 12.2 Ac. Commercial Tract.

9d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

- a) None at this time.**



9e. Status of acceptance by Waller County of Streets for maintenance; authorize any action required in connection therewith.

a) Sunterra Sec 49:

Original Contract Amount - \$55,500.00

Pay Estimate No. 1: \$

Revised Contract Amount – \$134,875.00

CO No. 1: \$79,375.00

Contractor: Infrastructure Construction Services

- i. Contractor is complete and we are awaiting the final inspection.
- ii. A Geotechnical proposal in the amount of \$10,665.00 was approved by the Board in May. The first invoice of \$6,660.25 was submitted for the Board's approval.

Action Item: Approval to pay Geotech Engineering & Testing invoice

b) Sunterra Sec 53: The 1-year inspection was held on April 30, 2025. We are working with the contractor on a schedule for the repairs and cost for non-warranty items.

c) Sunterra Sec 48: The 1-year inspection was held on July 9, 2025. We are awaiting the punch list.

9f. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN.

a) 2025 Road Bond: The proposed Road Bond No. 3 amount is \$4,390,000 is complete.

b) 2026 WS&D Bond: We have begun preparing the draft summary of cost. We will present a draft at the August board meeting.

Should you have any questions or need any additional information, please call.

Sincerely,

Blair M. Bozoarth, PE

Enclosures

cc/enc: Ms. Christina Cole– Schwart, Page & Harding, L.L.P.

BMB/

K:\17165\17165-0900-00 WCMUD No. 35 General Consultation- 2021\Meeting Files\Status Reports\2025\07 - July\WALLER COUNTY MUD NO. 35 ENGINEERING REPORT.docx

EXHIBIT P

SWPPP Inspections Waller County MUD 35

Sunterra Subdivision
Inspection Photo's
July 2025 MUD Meeting

Colin Walton, QCIS
Silt Solutions Inc.
8906 Cresting Ridge Dr
Richmond, TX 77406
colin@siltsolutionsinc.com
713-295-0274 cell



Waller County MUD No. 35				
Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
6/9/2025	46	9	2	Gehan (2)
6/16/2025	46	8	3	Gehan (3)
6/27/2025	46	8	3	Gehan (3)
7/8/2025	46	8	4	Gehan (4)
6/9/2025	48	2	0	
6/16/2025	48	2	0	
6/27/2025	48	2	0	
7/8/2025	48	2	2	Davidson (2)
6/9/2025	50	13	6	Westin (4) Nuway (2)
6/16/2025	50	10	7	Westin (5) Nuway (2)
6/27/2025	50	10	7	Westin (5) Nuway (2)
7/8/2025	50	39	12	Westin (7) Nuway (5)
6/9/2025	56	32	4	Davidson (4)
6/16/2025	56	33	7	Davidson (7)
6/27/2025	56	33	7	Davidson (7)
7/8/2025	56	34	4	Davidson (4)
6/9/2025	67	43	12	Lennar (12)
6/16/2025	67	41	4	Lennar (4)
6/27/2025	67	41	4	Lennar (4)
7/8/2025	67	33	7	Lennar (7)
6/9/2025	68	25	5	Lennar (5)
6/16/2025	68	13	5	Lennar (5)
6/27/2025	68	13	5	Lennar (5)
7/8/2025	68	17	3	Lennar (3)
6/9/2025	71	35	5	Lennar (5)
6/16/2025	71	36	5	Lennar (5)
6/27/2025	71	36	5	Lennar (5)
7/8/2025	71	34	5	Lennar (5)
6/9/2025	72	42	3	Lennar (3)
6/16/2025	72	43	9	Lennar (9)
6/27/2025	72	43	9	Lennar (9)
7/8/2025	72	43	5	Lennar (5)
6/9/2025	73	71	6	Lennar (6)
6/16/2025	73	71	0	
6/27/2025	73	71	0	
7/8/2025	73	71	6	Lennar (6)
6/9/2025	74	33	0	
6/16/2025	74	33	0	
6/27/2025	74	33	0	
7/8/2025	74	33	3	Lennar (3)
NOTE Remaining Sections within WC MUD No. 35 are not ready for inspections at this time per inspector				

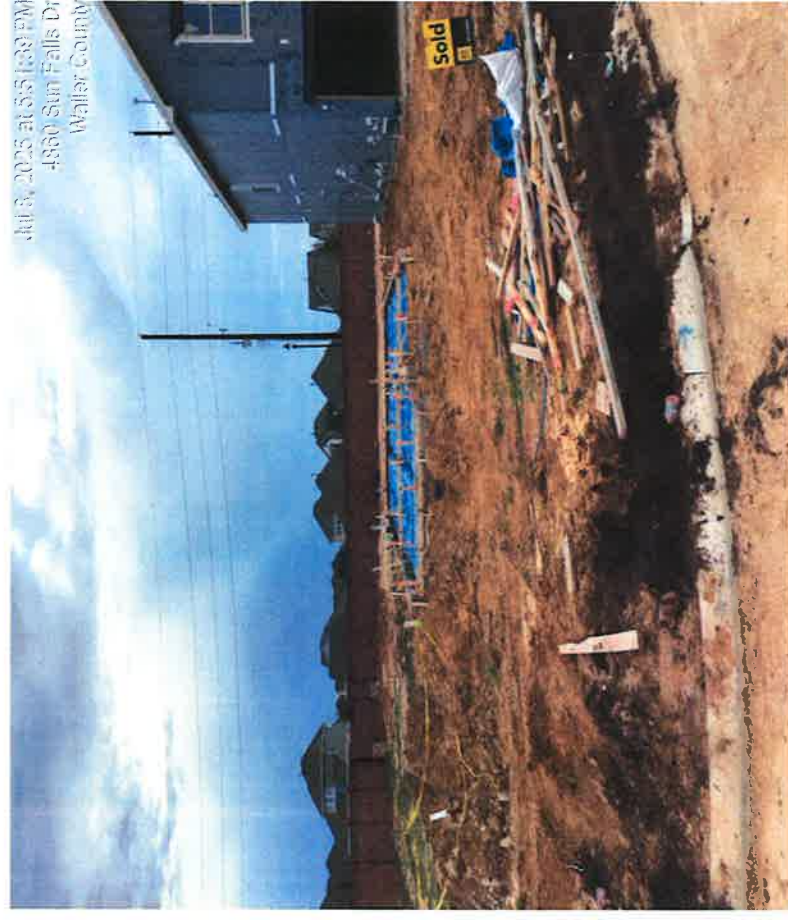
Sec 46 Blk 3 Lot 6



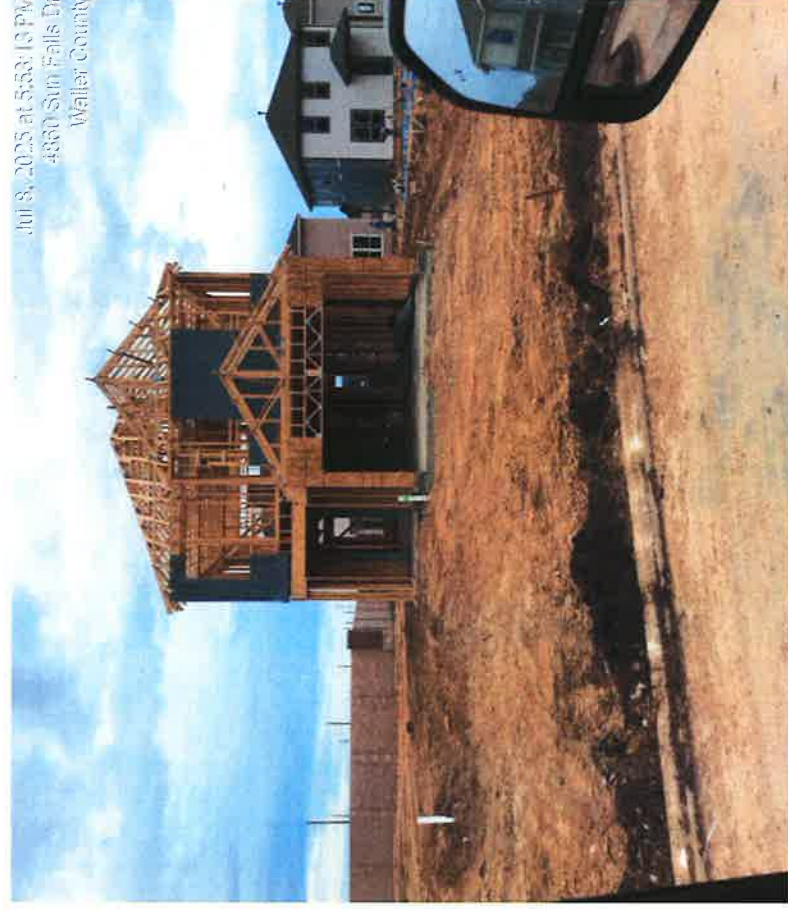
Sec 46 Blk 3 Lot 11



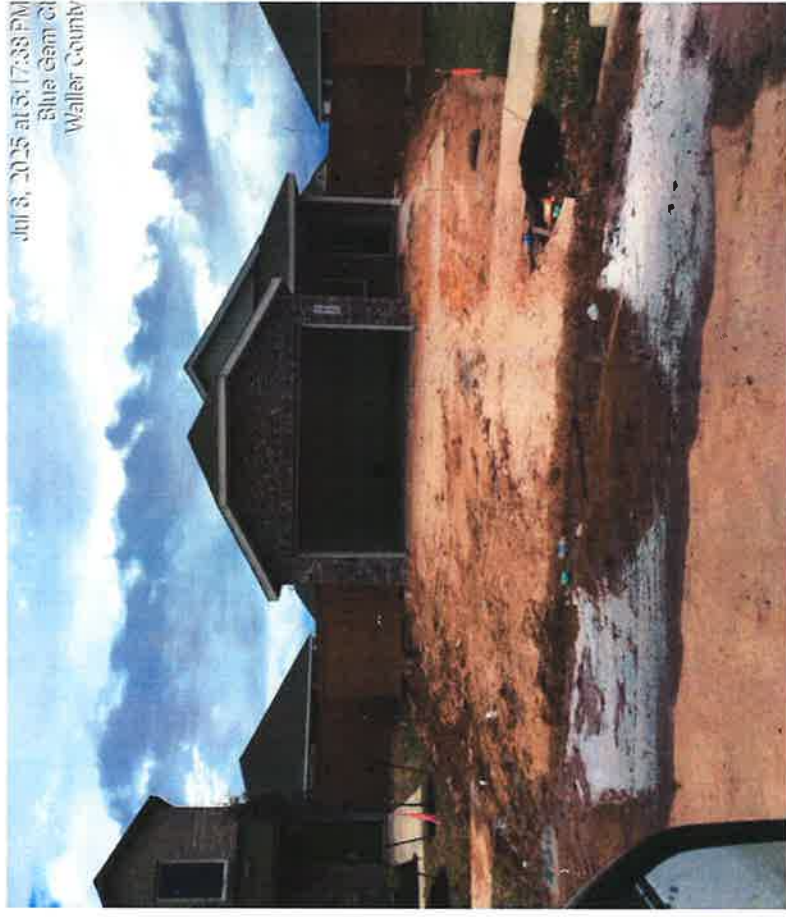
Sec 56 Blk 1 Lot 2



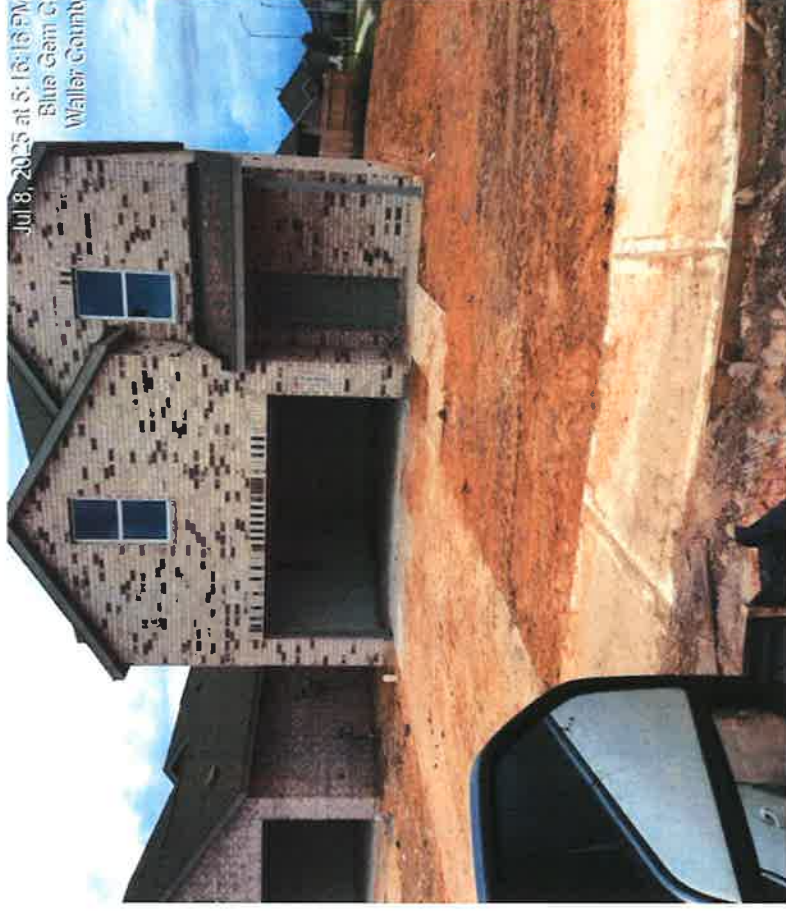
Sec 56 Blk 1 Lot 8



Sec 67 Blk 2 Lot 16



Sec 67 Blk 2 Lot 21



Sec 68 Blk 2 Lot 3



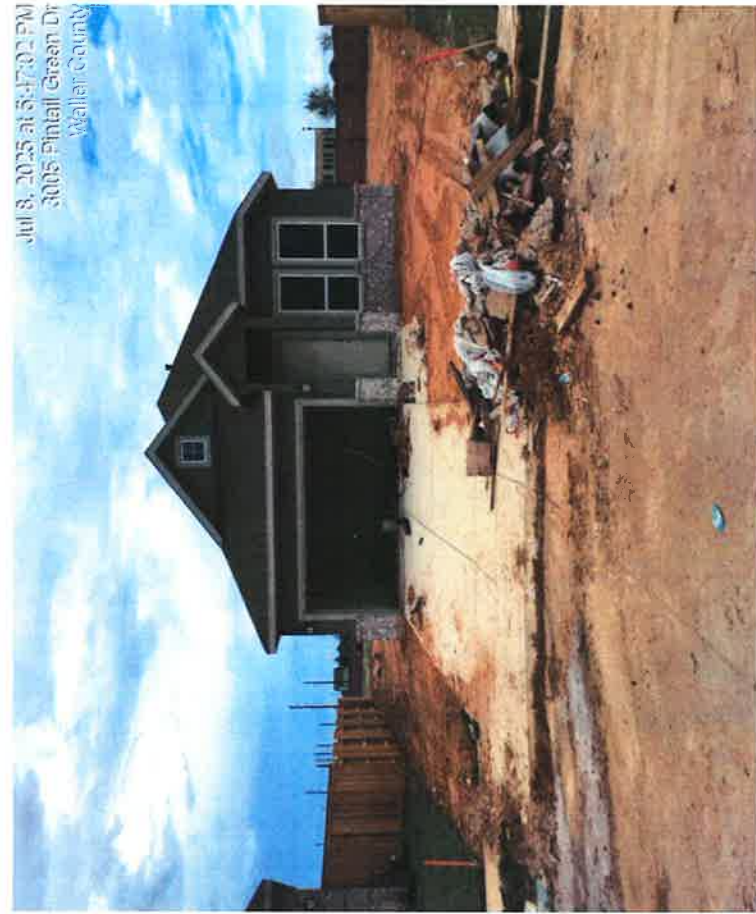
Sec 68 Blk 4 Lot 10



Sec 71 Blk 2 Lot 3



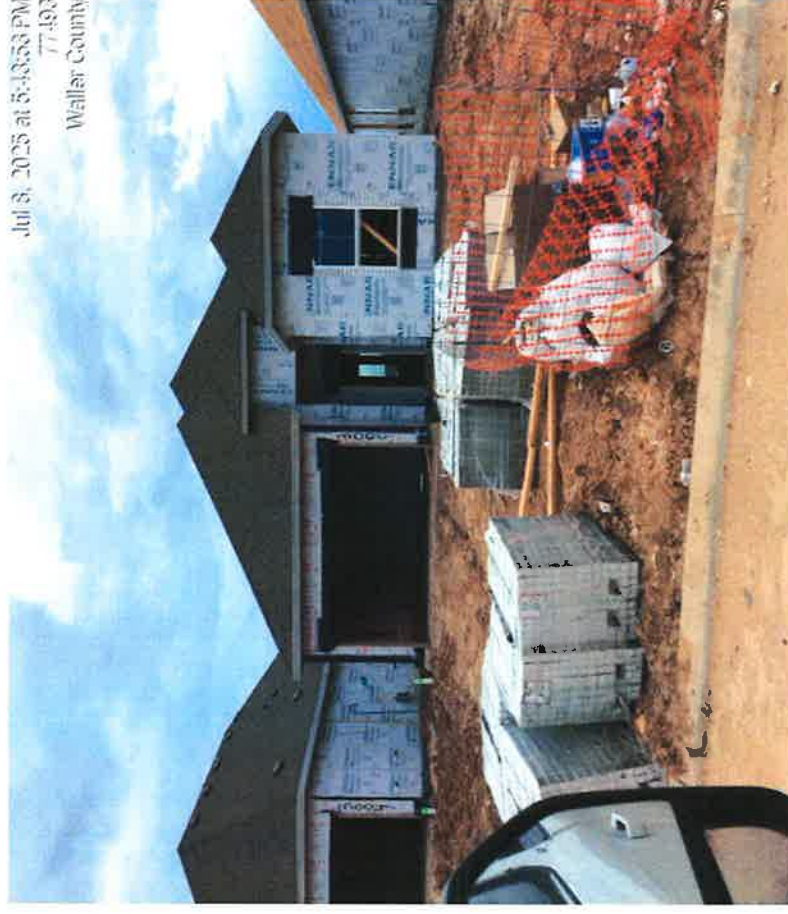
Sec 71 Blk 2 Lot 7



Sec 72 Blk 3 Lot 1



Sec 72 Blk 4 Lot 28



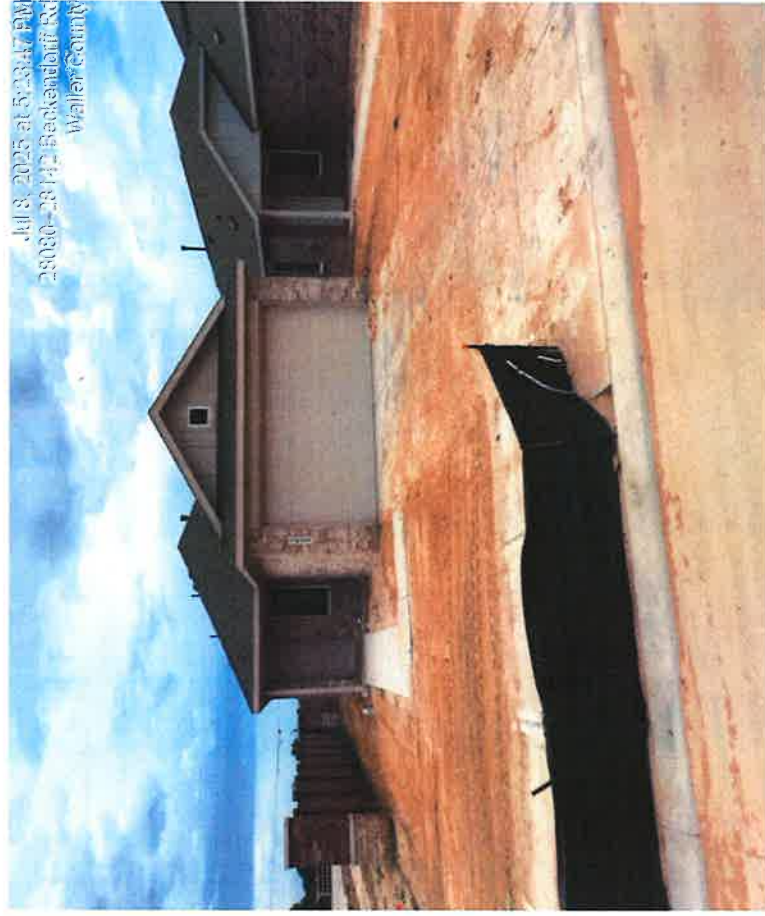
Sec 73 Blk 2 Lot 33



Sec 73 Blk 4 Lot 28



Sec 74 Blk 1 Lot 1



Sec 74 Blk 1 Lot 18

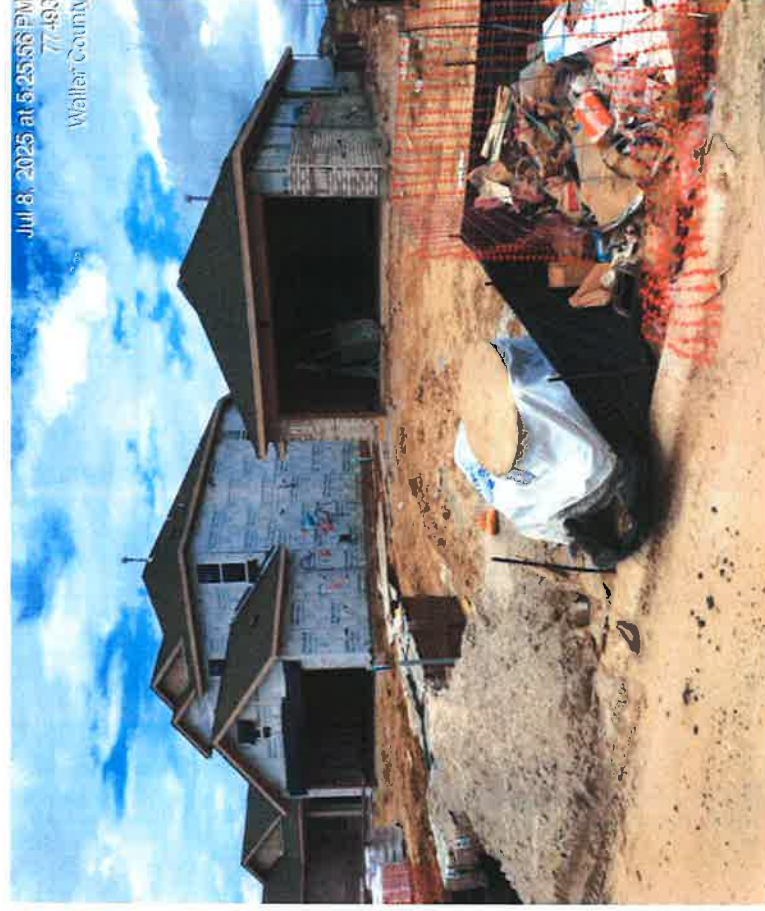


EXHIBIT Q



Waller County Municipal Utility District No. 35

Landscape Architect's Report

Sunterra

July 14, 2025

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
 - i. **None.**
- B. Approve plans and specifications and authorize advertisement for bids for the following construction projects:
 - i. **None**
- C. Review bids and award contracts, as appropriate, for the following construction projects:
 - i. **None**
- D. Approve Pay Estimates, change orders, and/or final acceptance, as appropriate, for the following construction projects:
 - **Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape.** Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Pay App #6.**

Item	Amount	Notes
Original Contract	\$ 355,826.75	Comment(s)
Change Order #1	\$ 1,832.00	2/16/24
Pay Application #1	\$ 247,430.83	2/28/24
Change Order #2	\$ 31,872.80	03/18/2024
Pay Application #2	\$ 42,809.64	03/25/2024
Pay Application #3	\$ 24,658.02	04/24/2024
Change Order #3	\$ 2,650.50	04/05/2024
Change Order #4	\$ 29,686.00	04/29/2024
Pay Application #4	\$ 16,069.35	04/27/2024
Change Order #4	\$ (16,163.00)	07/24/2024
Pay Application #5	\$ 7,449.30	08/20/2024
Pay Application #6	\$ 37,601.91	06/24/2025
Current Contract Value	\$ 376,019.05	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape.** Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/18/2023, NTP issued 11/17/23. Package scope complete. **No Action.**



- **Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape.** Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. Package scope complete. **No Action.**
- **Phase 6 Pkg 4: Section 46 Landscape Improvements – Hardscape.** Project was awarded 11/9/23 to Oak Forest Construction. MUD contract executed 1/1/24, NTP issued 1/29/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 25,131.50	<i>Comment(s)</i>
Pay Application #1	\$ 12,150.00	02/15/2024
Pay Application #2	\$ 9,568.35	03/14/2024
Pay Application #3	\$ 900.00	06/05/2024
Pay Application #4	\$ 2,513.15	06/05/2024
Current Contract Value	\$ 25,131.50	
Balance to Finish	\$ 0.00	

- **Phase 6 Pkg 4: Section 46 Landscape Improvements – Softscape.** Project was awarded 11/09/2023 to Silversand Services (formerly Zodega). MUD contract executed 11/11/24, NTP issued 2/20/2024. Package scope complete. **No Action.**
- **Phase 6 Pkg 5: Sections 53-54 Landscape – Hardscape.** Project was awarded 6/21/2024 to DL Meacham, LP. MUD contract executed 1/24/2024, NTP issued 10/31/2024. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 57,6396.06	<i>Comment(s)</i>
Change Order #1	\$ (6,945.46)	10/29/2024
Pay Application #1	\$ 35,538.84	12/04/2024
Pay Application #2	\$ 10,085.40	01/09/2025
Current Contract Value	\$ 50,693.60	
Balance to Finish	\$ 5,069.36	

- **Phase 6 Pkg 5: Sections 53-54 Landscape – Softscape.** Project was awarded 11/28/2023 to Silversand Zodega LLC. MUD contract executed 10/31/2024, NTP issued 11/14/2024. **Approve Pay App #7, #8.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 429,606.16	<i>Comment(s)</i>
Pay Application #1	\$ 8,548.83	11/25/2024
Pay Application #2	\$ 43,519.26	11/25/2024
Pay Application #3	\$ 50,483.70	01/09/2025
Change Order #1	\$ 22,857.79	01/15/2025
Pay Application #4	\$ 195,180.37	02/10/2025
Pay Application #5	\$ 106,110.39	02/28/2025
Change Order #2	\$ 25,500.00	03/31/2025
(additional water meters)		



Change Order #3 (Hand water due to low water pressure)	\$	6,480.00	05/02/2025
Pay Application #6	\$	28,782.00	05/07/2025
Pay Application #7	\$	2,227.50	06/10/2025
Pay Application #8	\$	49,591.90	06/30/2025

Current Contract Value	\$	484,443.95
Balance to Finish	\$	0.00

- **Phase 6 Pkg 6: Sections 48 – Hardscape.** Project was awarded 01/11/2024 to Strickscapes, Inc. MUD contract executed 02/29/2024, NTP issued 06/17/2024. Package scope complete. **No Action.**
- **Phase 6 Pkg 6: Sections 48 – Softscape.** Project was awarded to 01/11/2024 Platinum Grass Services, LTD. MUD contract executed 11/14/2024, NTP issued 12/17/2024. **No Action.**

Item	Amount	Notes
Original Contract	\$ 315,170.77	Comment(s)
Change Order #1	\$ -42,953.86	02/24/2025
Change Order #2 (Street Boring@ Barlett & Tantra Bend Dr.)	\$ 4,960.00	01/17/2025
Pay Application #1	\$ 243,724.42	03/10/2025
Change Order #3 (weekly hand watering)	\$ -3,000.00	03/10/2025
Pay Application #2	\$ 2,700.00	05/08/2025
Current Contract Value	\$ 269,244.91	
Balance to Finish	\$ 28,820.49	

- **Phase 6 Package 7: Hardscape and Softscape.** (Sections 47 and 56). Project was awarded 03/26/2025 to Silversand Services, Inc. MUD contract executed 06/25/2025, NTP issued 06/25/2025. **No Action.**

Item	Amount	Notes
Original Contract	\$ 279,855.05	Comment(s)
Pay Application #1	\$ X.XX	XX/XX/2025
Current Contract Value	\$ 279,855.05	
Balance to Finish	\$ 279,855.05	



- **Mid Slope Rotors Ponds – O, P, U, V, W.** (Phase 6: Additional irrigation in ponds; Located 85% in Waller County: \$115,332.71 of \$135,673.78). Project was awarded 09/26/2024 to Silversand Services, Inc. MUD contract executed 02/21/2025, NTP issued 04/03/2025. **Approve Pay App #2, #3.**

Item	Amount	Notes
Original Contract	\$ 135,673.78	Original Contract
Pay Application #1	\$ 91,859.06	Pay Application #1
Pay Application #2	\$ 30,247.34	Pay Application #2
Pay Application #3	\$ 13,567.38	Pay Application #3
Current Contract Value	\$ 135,673.78	Current Contract Value
Balance to Finish	\$ 0.00	Balance to Finish

- **Phase 7 Package 3A: Softscape & Hardscape.** (Sections 65 and 66). Project was awarded to 10/31/2024 Earth First Landscapes, LLC. MUD contract executed 02/06/2025, NTP issued 03/06/2025. **Approve Pay App #3.**

Item	Amount	Notes
Original Contract	\$ 275,515.35	Comment(s)
Pay Application #1	\$ 125,827.20	02/24/2025
Pay Application #2	\$ 26,100.00	05/07/2025
Pay Application #3	\$ 6,286.50	06/10/2025
Current Contract Value	\$ 275,515.35	
Balance to Finish	\$ 117,301.65	

- **Phase 7 Package 3B: Softscape & Hardscape.** (Sections 65 and 66). Project was awarded to 11/11/2024 JBM Landscape & Irrigation, LLC. MUD contract executed 02/06/2025, NTP issued XX/XX/2025. **No Action.**

Item	Amount	Notes
Original Contract	\$ 263,582.25	Comment(s)
Pay Application #X	\$ 0.00	XX/XX/2025
Current Contract Value	\$ 263,582.25	
Balance to Finish	\$ 263,582.25	



- **Phase 7 Package 5: Hardscape and Softscape.** (Sections 67 and 68). Project was awarded 03/24/2025 to Earth First Landscapes, LLC. MUD contract executed 04/11/2025, NTP issued 04/24/2025. **Approve Pay App #1.**

Item	Amount	Notes
Original Contract	\$ 670,596.00	Comment(s)
Pay Application #1	\$ 10,971.00	06/10/2025
Current Contract Value	\$ 670,596.00	
Balance to Finish	\$ 659,625.00	

Proposed Action Items:

- **Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape.** Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Pay App #6.**
- **Phase 6 Pkg 5: Sections 53-54 Landscape – Softscape.** Project was awarded 11/28/2023 to Silversand Zodega LLC. MUD contract executed 10/31/2024, NTP issued 11/14/2024. **Approve Pay App #7, #8.**
- **Mid Slope Rotors Ponds – O, P, U, V, W.** (Phase 6: Additional irrigation in ponds; Located 85% in Waller County: \$115,332.71 of \$135,673.78). Project was awarded 09/26/2024 to Silversand Services, Inc. MUD contract executed 02/21/2025, NTP issued 04/03/2025. **Approve Pay App #2, #3.**
- **Phase 7 Package 3A: Softscape & Hardscape.** (Sections 65 and 66). Project was awarded to 10/31/2024 Earth First Landscapes, LLC. MUD contract executed 02/06/2025, NTP issued 03/06/2025. **Approve Pay App #3.**
- **Phase 7 Package 5: Hardscape and Softscape.** (Sections 67 and 68). Project was awarded 03/24/2025 to Earth First Landscapes, LLC. MUD contract executed 04/11/2025, NTP issued 04/24/2025. **Approve Pay App #1.**

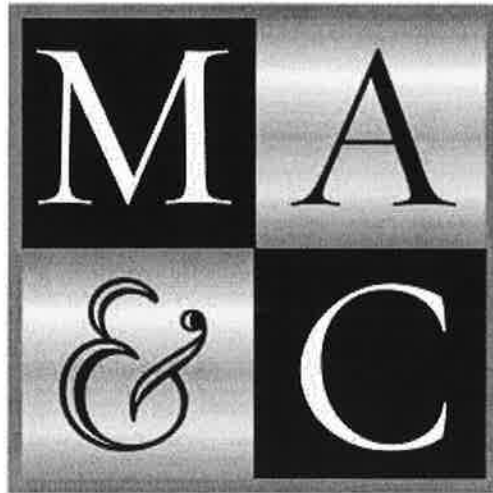
Sincerely,

LUKE ANDERSON, ASLA, PLA, LI
Project Manager

Direct: [210.469.3510](tel:210.469.3510)
Email: landerson@kwtxas.com

4039 Broadway Street, San Antonio, TX, 78209

EXHIBIT R



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | July 14, 2025

Waller County Municipal Utility District No. 35



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

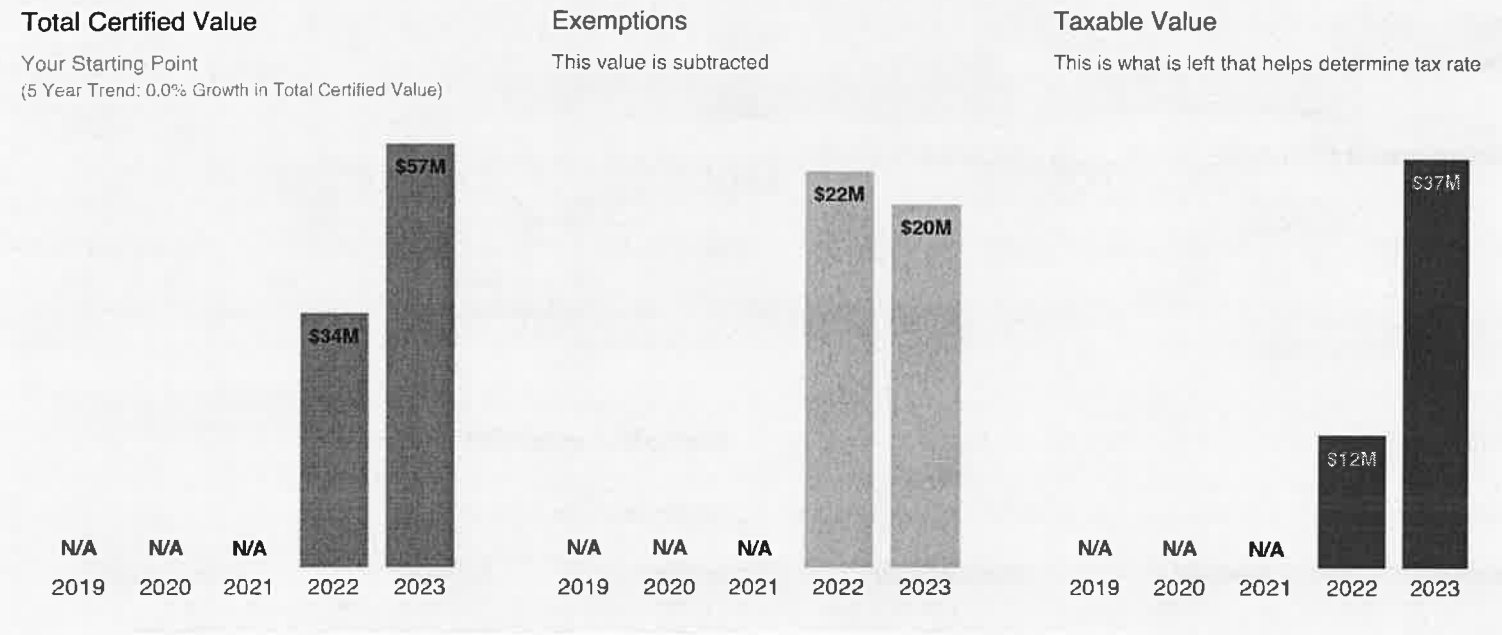
Phone: 713.623.4539
Fax: 713.629.6859

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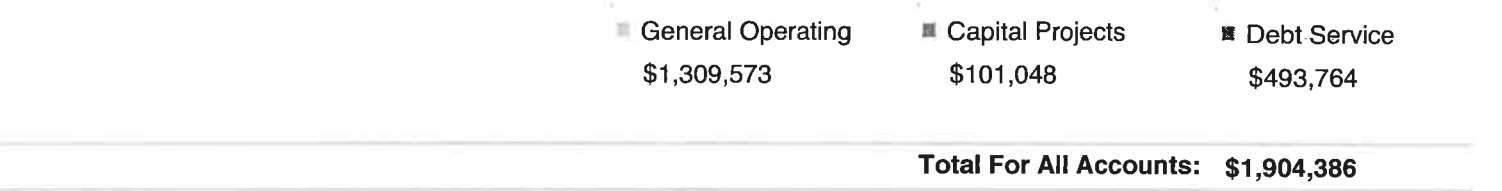


Spotlight On The Components That Make Up Your District's Taxable Value

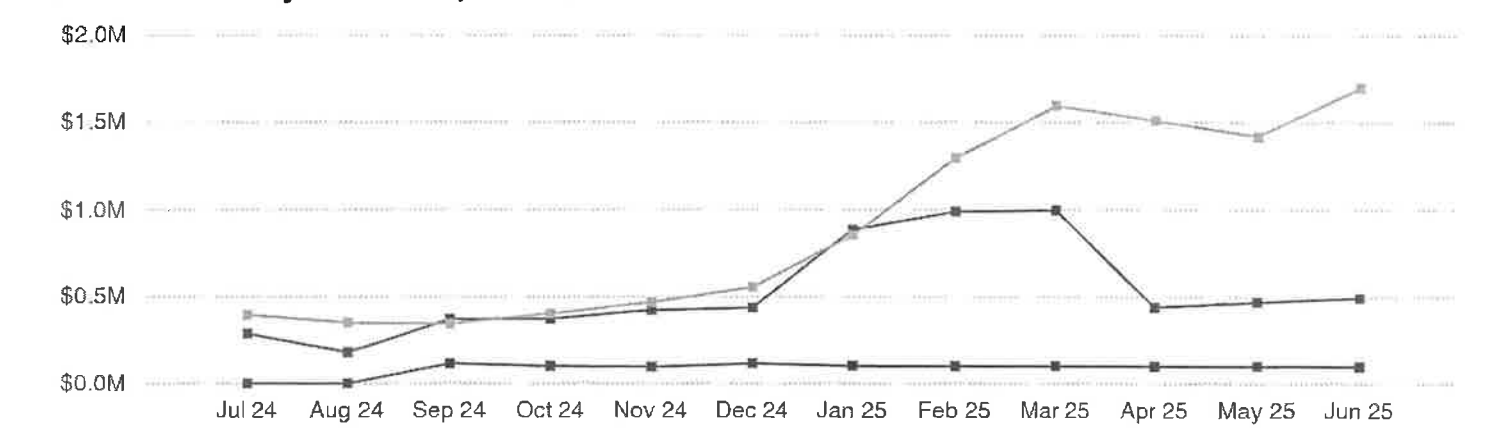
Every year the Appraisal District will assess the new value of your District. The Total Certified Value of your District is the value of everything on the ground within your boundaries before any Exemptions are applied. Next, all Exemptions are applied and subtracted from the Certified Value. The remaining amount is your Taxable Value and the value used to set tax rates that generate tax revenues.



Account Balance | As of 07/14/2025



Account Balance By Month | July 2024 - June 2025



Monthly Financial Summary - General Operating Fund

Waller County MUD No. 35 - GOF



Account Balance Summary

Balance as of 06/17/2025	\$1,137,731
Receipts	1,030,802
Disbursements	(858,960)
Balance as of 07/14/2025	\$1,309,573

Overall Revenues & Expenditures By Month (Year to Date)



June 2025

Revenues

Actual	Budget	Over/(Under)
\$555,217	\$201,773	\$353,443

Expenditures

Actual	Budget	Over/(Under)
\$266,834	\$264,286	\$2,548

June 2025 - June 2025 (Year to Date)

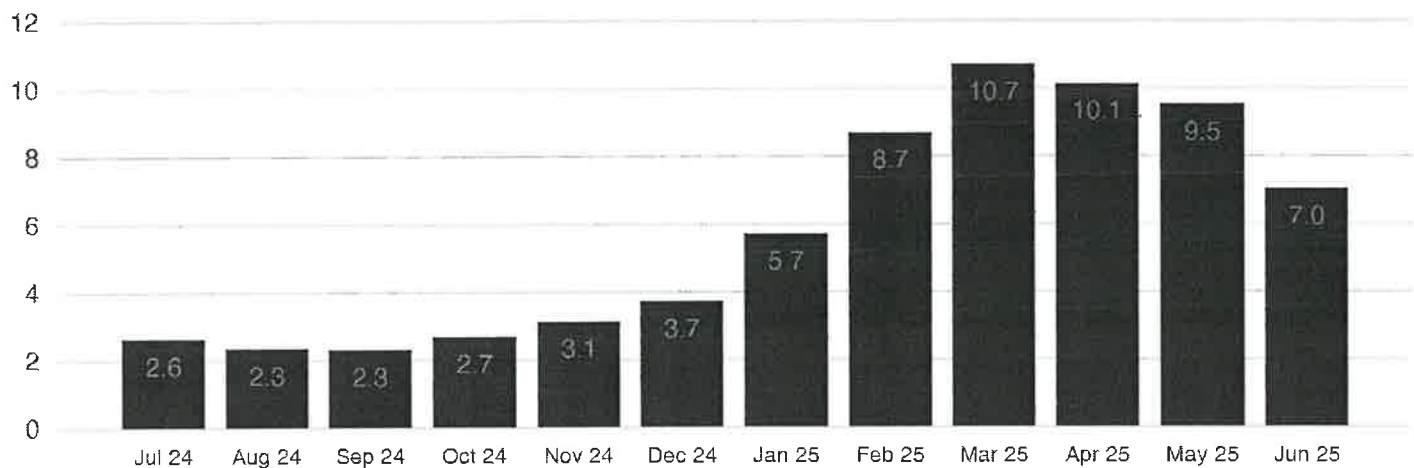
Revenues

Actual	Budget	Over/(Under)
\$555,217	\$201,773	\$353,443

Expenditures

Actual	Budget	Over/(Under)
\$266,834	\$264,286	\$2,548

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 06/17/2025				\$35,913.30
Receipts				
	Transfer from Operator Account		413,596.24	
	Interest Earned on Checking		132.96	
Total Receipts				\$413,729.20
Disbursements				
1330	Sarah Popoola	VOID: Customer Refund	0.00	
1357	Sarah Popoola	VOID: Customer Refund	0.00	
1407	Sarah Popoola	Replaces Checks# 1330 & 1357	(215.62)	
1408	Andy Gonzalez	Customer Refund	(252.47)	
1409	Ashley Cantu	Customer Refund	(304.72)	
1410	Chaunice Tarver	Customer Refund	(139.67)	
1411	Jose Alfredo Rancel	Customer Refund	(263.93)	
1412	Manoj Gupta	Customer Refund	(143.68)	
1413	Rogelio Pardo	Customer Refund	(200.22)	
1414	Sandeep Bahl	Customer Refund	(110.67)	
1415	United Constructors of Texas	Customer Refund	(636.52)	
1416	Vu Tran	Customer Refund	(225.62)	
1417	Best Trash	Garbage Expense	(11,944.56)	
1418	Geotech Engineering and Testing	Section 49 - Pavement Repairs	(6,660.25)	
1419	Harris-Waller Co. MUD 4	Connection Fees & Mowing Expense	(99,354.82)	
1420	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,213.40)	
1421	On-Site Protection, LLC	Security Expense	(5,177.98)	
1422	Quiddity Engineering, LLC	Engineering Fees	(14,757.60)	
1423	Schwartz, Page & Harding, L.L.P.	Legal Fees	(8,867.88)	
1424	Silt Solutions, Inc.	Inspection Expense	(11,890.00)	
1425	Stewart Title of Montgomery County, Inc.	Title Policy & Tax Certificate Fees	(793.78)	
1426	Municipal District Services, LLC	Maintenance & Repairs	(222,444.79)	
1427	Texas American Title Company	Title Policy & Tax Certificate Fees	(1,234.00)	
1428	Water Utility Services Inc.	Laboratory Expense	(97.00)	
Fees	Central Bank	Service Fee	(5.00)	
HR&P	Victoria Battistini.	Fees of Office 06/09 & 06/16/2025	(478.39)	
HR&P	Jaclyn Day.	Fees of Office 06/09 & 06/16/2025	(469.79)	
HR&P	Tiffani Walker.	Fees of Office 06/16/2025	(232.10)	
HR&P	Ryan Ward.	Fees of Office 06/16/2025	(206.90)	
HR&P	United States Treasury	Payroll Taxes	(202.84)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
Wire	Waller County MUD No. 35 - GOF	Transfer to Money Market	(53,000.00)	
Total Disbursements				(\$444,574.20)
Balance as of 07/14/2025				\$5,068.30

Cash Flow Report - Operator Account

Waller County MUD No. 35 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 06/17/2025				\$76,081.71
Receipts				
	Accounts Receivable		90,772.54	
	Accounts Receivable		20,308.51	
	Tap Connections - Irrigaton		29,863.00	
	Tap Connections		175,843.00	
	Tap Connections		12,160.00	
	Tap Connections		2,307.00	
	Tap Connections		131,499.00	
	Tap Connection - Evergreen Lifestyles		7,370.00	
	Tap Connections		41,344.00	
Total Receipts				\$511,467.05
Disbursements				
Fees	Central Bank	Service Fee	(5.00)	
Rtn Cks	Central Bank	Returned Customer Payment (3)	(784.30)	
Sweep	Central Bank	Transfer to Checking Account	(413,596.24)	
Total Disbursements				(\$414,385.54)
Balance as of 07/14/2025				\$173,163.22

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



		June 2025			June 2025 - June 2025			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	80,371	77,940	2,431	80,371	77,940	2,431	649,500
14106	Transfer Fees	3,220	1,442	1,778	3,220	1,442	1,778	17,300
Total Water Revenue		83,591	79,382	4,209	83,591	79,382	4,209	666,800
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	50,983	41,275	9,708	50,983	41,275	9,708	495,300
Total Wastewater Revenue		50,983	41,275	9,708	50,983	41,275	9,708	495,300
Property Tax Revenue								
14301	Maintenance Tax Collections	48,717	0	48,717	48,717	0	48,717	1,050,000
Total Property Tax Revenue		48,717	0	48,717	48,717	0	48,717	1,050,000
Tap Connection Revenue								
14501	Tap Connections	306,350	60,025	246,325	306,350	60,025	246,325	720,300
14502	Inspection Fees	52,793	10,500	42,293	52,793	10,500	42,293	126,000
Total Tap Connection Revenue		359,143	70,525	288,618	359,143	70,525	288,618	846,300
Administrative Revenue								
14702	Penalties & Interest	3,761	2,192	1,570	3,761	2,192	1,570	26,300
Total Administrative Revenue		3,761	2,192	1,570	3,761	2,192	1,570	26,300
Interest Revenue								
14801	Interest Earned on Checking	133	42	91	133	42	91	500
14802	Interest Earned on Temp. Invest	3,889	3,358	530	3,889	3,358	530	40,300
Total Interest Revenue		4,022	3,400	622	4,022	3,400	622	40,800
Other Revenue								
15802	Sunterra POA Contribution	5,000	5,000	0	5,000	5,000	0	60,000
Total Other Revenue		5,000	5,000	0	5,000	5,000	0	60,000
Total Revenues		555,217	201,773	353,443	555,217	201,773	353,443	3,185,500
Expenditures								
Water Service								
16102	Operations - Water	2,623	1,667	956	2,623	1,667	956	20,000
16104	Purchase Water / JWP	0	71,784	(71,784)	0	71,784	(71,784)	598,200
16105	Maintenance & Repairs - Water	22,921	10,517	12,405	22,921	10,517	12,405	126,200
16108	Laboratory Expense - Water	0	175	(175)	0	175	(175)	2,100
16111	Reconnection Expense	763	100	663	763	100	663	1,200
16112	Disconnection Expense	1,651	967	684	1,651	967	684	11,600
16113	Transfer Expense	2,948	2,308	640	2,948	2,308	640	27,700

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



				June 2025		June 2025 - June 2025				
				Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures										
Water Service										
16116	Permit Expense - Water		0	0	0	0	0	0	0	200
16117	TCEQ Regulatory Expense - Water		0	0	0	0	0	0	0	2,900
Total Water Service			30,906	87,517	(56,611)	30,906	87,517	(56,611)		790,100
Wastewater Service										
16202	Operations - Wastewater		1,016	1,250	(234)	1,016	1,250	(234)		15,000
16203	Wastewater Inspection Expense		0	1,442	(1,442)	0	1,442	(1,442)		17,300
16204	Purchase Wastewater Service		0	49,850	(49,850)	0	49,850	(49,850)		598,200
16205	Maint & Repairs - Wastewater		7,557	18,500	(10,943)	7,557	18,500	(10,943)		222,000
16217	TCEQ Regulatory Exp-Wastewater		0	0	0	0	0	0		2,900
Total Wastewater Service			8,573	71,042	(62,469)	8,573	71,042	(62,469)		855,400
Garbage Service										
16301	Garbage Expense		11,945	23,025	(11,080)	11,945	23,025	(11,080)		276,300
Total Garbage Service			11,945	23,025	(11,080)	11,945	23,025	(11,080)		276,300
Storm Water Quality										
16401	SWQ Management		11,890	3,333	8,557	11,890	3,333	8,557		40,000
16403	Detention Pond Maintenance		0	18,725	(18,725)	0	18,725	(18,725)		224,700
Total Storm Water Quality			11,890	22,058	(10,168)	11,890	22,058	(10,168)		264,700
Tap Connection										
16501	Tap Connection Expense		162,996	23,625	139,371	162,996	23,625	139,371		283,500
16502	Inspection Expense		16,363	7,000	9,363	16,363	7,000	9,363		84,000
Total Tap Connection			179,358	30,625	148,733	179,358	30,625	148,733		367,500
Administrative Service										
16703	Legal Fees		6,139	8,333	(2,194)	6,139	8,333	(2,194)		100,000
16705	Auditing Fees		0	0	0	0	0	0		17,500
16706	Engineering Fees		5,508	4,167	1,341	5,508	4,167	1,341		50,000
16709	Election Expense		0	0	0	0	0	0		10,000
16711	Insurance & Surety Bond		0	2,660	(2,660)	0	2,660	(2,660)		5,900
16712	Bookkeeping Fees		3,965	6,600	(2,635)	3,965	6,600	(2,635)		60,000
16713	Legal Notices & Other Publ		141	83	58	141	83	58		1,000
16714	Printing & Office Supplies		710	675	35	710	675	35		8,100
16716	Delivery Expense		40	92	(52)	40	92	(52)		1,100
16717	Postage		500	375	125	500	375	125		4,500
16718	Meeting Expense		226	450	(224)	226	450	(224)		5,400
16722	Bank Service Charge		70	92	(22)	70	92	(22)		1,100
16723	Travel Expense		177	100	77	177	100	77		1,200
16728	Record Storage Fees		32	33	(1)	32	33	(1)		400

Actual vs. Budget Comparison

Waller County MUD No. 35 - GOF



	June 2025			June 2025 - June 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Total Administrative Service	17,507	23,660	(6,153)	17,507	23,660	(6,153)	266,200
Security Service							
16801 Security Expense	5,178	5,000	178	5,178	5,000	178	60,000
Total Security Service	5,178	5,000	178	5,178	5,000	178	60,000
Payroll Expense							
17101 Payroll Expenses	1,326	1,108	218	1,326	1,108	218	13,300
17102 Payroll Administration	50	50	0	50	50	0	600
17103 Payroll Tax Expense	101	83	18	101	83	18	1,000
Total Payroll Expense	1,477	1,242	236	1,477	1,242	236	14,900
Other Expense							
17802 Miscellaneous Expense	0	117	(117)	0	117	(117)	1,400
Total Other Expense	0	117	(117)	0	117	(117)	1,400
Total Expenditures	266,834	264,286	2,548	266,834	264,286	2,548	2,896,500
Total Revenues (Expenditures)	288,383	(62,512)	350,895	288,383	(62,512)	350,895	289,000
Other Revenues							
Extra Ordinary Revenue							
15902 Transfer From Capital Projects	0	0	0	0	0	0	82,200
Total Extra Ordinary Revenue	0	0	0	0	0	0	82,200
Total Other Revenues	0	0	0	0	0	0	82,200
Total Other Revenues (Expenditures)	0	0	0	0	0	0	82,200
Excess Revenues (Expenditures)	288,383	(62,512)	350,895	288,383	(62,512)	350,895	371,200

Balance Sheet as of 06/30/2025

Waller County MUD No. 35 - GOF



Assets	
Bank	
11101 Cash in Bank	\$447,997
11102 Operator	173,163
Total Bank	\$621,161
Investments	
11201 Time Deposits	\$1,078,342
Total Investments	\$1,078,342
Receivables	
11301 Accounts Receivable	\$150,723
11303 Maintenance Tax Receivable	117,827
11306 Due From Others	11,920
Total Receivables	\$280,470
Interfund Receivables	
11401 Due From Capital Projects	\$23,111
11403 Due From Tax Account	47,930
11406 Due from Sunterra POA	15,000
Total Interfund Receivables	\$86,041
Total Assets	\$2,066,013
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$386,202
Total Accounts Payable	\$386,202
Other Current Liabilities	
12202 Due To TCEQ	\$1,685
Total Other Current Liabilities	\$1,685
Interfund Payables	
12403 Due To Tax Account	\$8,316
Total Interfund Payables	\$8,316
Deferrals	
12501 Tap Connection Fees Advance	\$137,545
12502 Deferred Inflows Property Taxes	117,827
Total Deferrals	\$255,372
Deposits	
12601 Customer Meter Deposits	\$418,878
Total Deposits	\$418,878
Total Liabilities	\$1,070,453

Balance Sheet as of 06/30/2025

Waller County MUD No. 35 - GOF



Liabilities & Equity

Equity

Unassigned Fund Balance

13101 Unassigned Fund Balance

\$707,177

Total Unassigned Fund Balance

\$707,177

Net Income

\$288,383

Total Equity

\$995,560

Total Liabilities & Equity

\$2,066,013

Monthly Financial Summary - Capital Projects Fund

Waller County MUD No. 35 - CPF



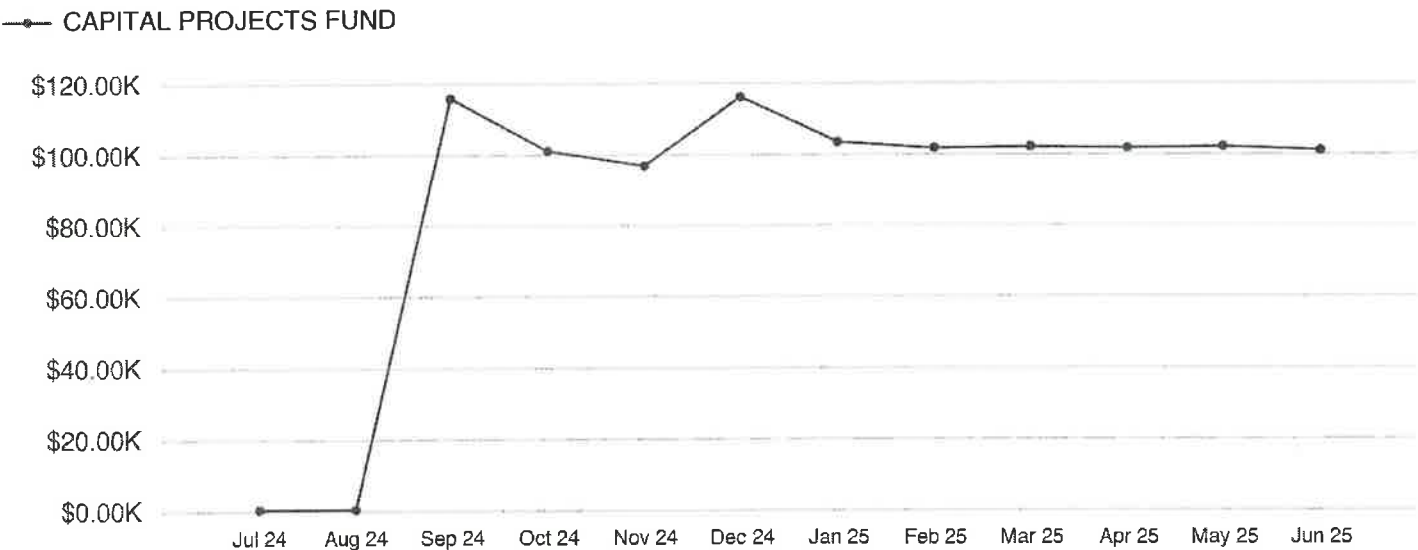
Account Balance Summary

Balance as of 06/17/2025	\$100,688
Receipts	365
Disbursements	(5)
Balance as of 07/14/2025	\$101,048

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | July 2024 - June 2025



Cash Flow Report - Checking Account

Waller County MUD No. 35 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 06/17/2025				\$176.27
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
Fee	Central Bank	Service Fee	(5.00)	
Total Disbursements				(\$5.00)
Balance as of 07/14/2025				\$171.27

District Debt Summary as of 07/14/2025

Waller County MUD No. 35 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$487.16M		\$290.91M	\$196.25M	\$487.16M
Total \$ Issued		Issued	Issued	Issued
\$7.77M		\$1.17M	\$6.60M	N/A
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
25	AA	\$289.74M	\$189.66M	\$487.16M

*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2024 - WS&D	\$1,170,000	2050	\$1,170,000
2024 - Road	\$2,385,000	2050	\$2,385,000
2023 - Road	\$4,210,000	2049	\$4,210,000
Total	\$7,765,000		\$7,765,000

District Debt Schedule

Waller County MUD No. 35 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$26,675.00	\$26,675.00
Bank of New York	2024 - Road	\$0.00	\$54,018.75	\$54,018.75
Bank of New York	2023 - Road	\$85,000.00	\$106,703.13	\$191,703.13
Total Due 09/01/2025		\$85,000.00	\$187,396.88	\$272,396.88

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$26,675.00	\$26,675.00
Bank of New York	2024 - Road	\$0.00	\$54,018.75	\$54,018.75
Bank of New York	2023 - Road	\$0.00	\$104,046.88	\$104,046.88
Total Due 03/01/2026		\$0.00	\$184,740.63	\$184,740.63

Investment Profile as of 07/14/2025

Waller County MUD No. 35

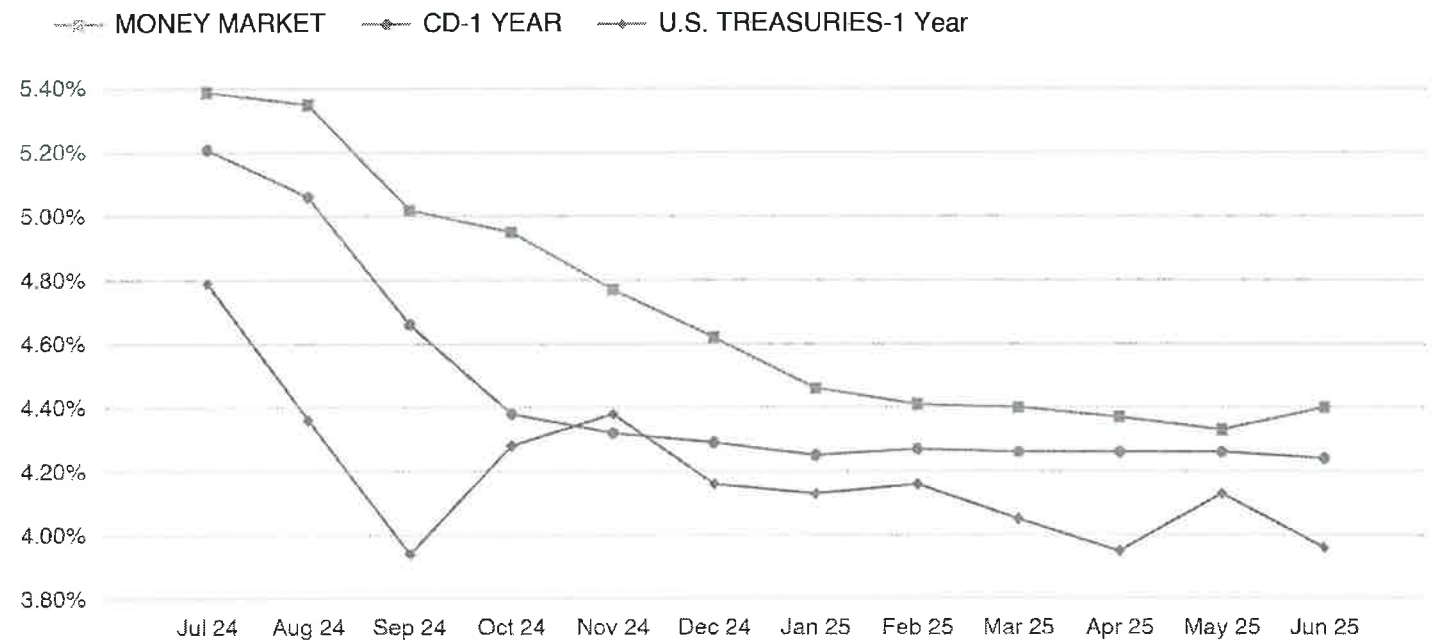


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$1,309,573	Funds Available to Invest \$101,048	Funds Available to Invest \$493,764	Funds Available to Invest N/A
Funds Invested \$1,131,342	Funds Invested \$100,877	Funds Invested \$493,764	Funds Invested N/A
Percent Invested 86%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.34%	180 Days	4.33%	180 Days	4.23%
		270 Days	4.25%	270 Days	4.23%
		1 Yr	4.24%	1 Yr	3.96%
		13 Mo	2.49%	13 Mo	N/A
		18 Mo	3.45%	18 Mo	3.96%
		2 Yr	2.46%	2 Yr	3.73%

*Rates are based on the most current quoted rates and are subject to change daily.

Investment Rates Over Time (By Month) | July 2024 - June 2025



Account Balance as of 07/14/2025

Waller County MUD No. 35 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	07/12/2023		4.39%	1,131,341.71	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3679)			0.00%	5,068.30	Checking Account
CENTRAL BANK - CHECKING (XXXX8697)			0.00%	173,163.22	Operator
Totals for General Operating Fund				\$1,309,573.23	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0007)	08/06/2024		4.39%	60,218.55	Series 2024
TEXAS CLASS (XXXX0008)	08/06/2024		4.39%	33,030.19	Series 2024 Road
TEXAS CLASS (XXXX0010)	11/05/2024		4.39%	7,628.09	Series 2024 BAN
Checking Account(s)					
CENTRAL BANK (XXXX2120)			0.00%	171.27	Cash In Bank
Totals for Capital Projects Fund				\$101,048.10	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	11/09/2023		4.39%	53,616.31	Contract Tax
TEXAS CLASS (XXXX0006)	11/30/2023		4.39%	382,658.91	Road
TEXAS CLASS (XXXX0009)	08/06/2024		4.39%	57,489.14	WSD
Totals for Debt Service Fund				\$493,764.36	

Grand Total for Waller County MUD No. 35 :	\$1,904,385.69
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Capital Projects Fund Breakdown

WALLER COUNTY MUD 35

As of 7/14/2025

Balances by Bond Series

Bond Proceeds - Series 2024	\$60,218.55
Bond Proceeds - Series 2024 Road	33,201.46
Bond Proceeds - Series 2024 BAN	7,628.09
Total Cash Balance	\$101,048.10

Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2024 Road	\$33,000.00
Remaining Costs - Series 2024	60,000.00
Total Amount in Remaining Costs	\$93,000.00
Surplus & Interest - Series 2024 Road	201.46
Surplus & Interest - Series 2024 BAN	7,628.09
Total Surplus & Interest Balance	\$8,048.10
Total Remaining Costs/Surplus	\$101,048.10

Cost Comparison - \$2,385,000 - Series 2024 Road

WALLER COUNTY MUD 35

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS				
Developer Items				
Sunterra, Section 50	\$405,264.00	\$405,868.34	\$0.00	(\$604.34)
Sunterra, Section 53	1,119,741.00	1,119,740.71	0.00	0.29
Engineering and materials testing	97,533.00	97,532.75	0.00	0.25
Land cost for right of way	304,635.00	299,588.83	0.00	5,046.17
Subtotal Developer Items	\$1,927,173.00	\$1,922,730.63	\$0.00	\$4,442.37
TOTAL CONSTRUCTION COSTS	\$1,927,173.00	\$1,922,730.63	\$0.00	\$4,442.37
NON-CONSTRUCTION COSTS				
Legal Fees	\$69,625.00	\$69,625.00	\$0.00	\$0.00
Fiscal Agent Fees	47,700.00	47,700.00	0.00	0.00
Developer Interest	103,160.00	80,253.36	0.00	22,906.64
Capitalized interest	113,288.00	108,037.50	0.00	5,250.50
Bond Discount	71,550.00	71,550.00	0.00	0.00
Bond Issuance Expenses	29,619.00	37,420.33	0.00	(7,801.33)
Bond Application Report Cost	20,500.00	15,175.00	0.00	5,325.00
Attorney General Fee	2,385.00	2,385.00	0.00	0.00
Surplus Funds Projects - Sunterra, Section 49	0.00	0.00	33,000.00	(33,000.00)
TOTAL NON-CONSTRUCTION COSTS	\$457,827.00	\$432,146.19	\$33,000.00	(\$7,319.19)
TOTAL BOND ISSUE REQUIREMENT	\$2,385,000.00	\$2,354,876.82	\$33,000.00	(\$2,876.82)
Interest Earned				\$3,078.28
Total Surplus & Interest				\$201.46
Total Remaining Funds				\$33,201.46

Cost Comparison - \$1,170,000 - Series 2024

WALLER COUNTY MUD 35

	USE OF PROCEEDS	ACTUAL COSTS	BAN COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS					
Developer Items					
Sunterra, Section 49	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
Subtotal Developer Items	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
TOTAL CONSTRUCTION COSTS	\$568,885.00	\$170,665.40	\$398,219.00	\$0.00	\$0.60
NON-CONSTRUCTION COSTS					
Legal Fees Bond	\$39,250.00	\$39,250.00	\$0.00	\$0.00	\$0.00
Legal Fees BAN	\$15,000.00	0.00	15,000.00	0.00	0.00
Fiscal Agent Fees Bond	23,400.00	23,400.00	0.00	0.00	0.00
Fiscal Agent Fees BAN	10,000.00	0.00	10,000.00	0.00	0.00
Developer Interest	52,495.00	37,714.56	0.00	0.00	14,780.44
Capitalized Interest	114,075.00	80,025.00	0.00	0.00	34,050.00
Bond anticipation note interest	28,050.00	23,041.41	0.00	0.00	5,008.59
Creation costs	97,323.00	50,000.00	47,323.00	0.00	0.00
Developer advances	56,411.00	28,472.71	25,500.00	0.00	2,438.29
Bond discount	35,100.00	35,100.00	0.00	0.00	0.00
Market study	5,460.00	5,460.00	0.00	0.00	0.00
Bond Application Report Cost	66,000.00	66,000.00	0.00	0.00	0.00
Bond issuance costs	40,498.00	39,114.02	0.00	0.00	1,383.98
BAN issuance costs	13,958.00	0.00	13,958.00	0.00	0.00
Attorney General fee	1,170.00	1,170.00	0.00	0.00	0.00
TCEQ Bond Issuance Fee	2,925.00	2,925.00	0.00	0.00	0.00
Surplus Funds Use - Future Bond	0.00	0.00	0.00	60,000.00	(60,000.00)
TOTAL NON-CONSTRUCTION COSTS	\$601,115.00	\$431,672.70	\$111,781.00	\$60,000.00	(\$2,338.70)
TOTAL BOND ISSUE REQUIREMENT	\$1,170,000.00	\$602,338.10	\$510,000.00	\$60,000.00	(\$2,338.10)
Interest Earned					\$2,556.65
Total Surplus & Interest					\$218.55
Total Remaining Funds					<u>\$60,218.55</u>



Waller County Municipal Utility District No. 35 Quarterly Investment Inventory Report Period Ending May 31, 2025

BOARD OF DIRECTORS
Waller County Municipal
Utility District No. 35

Attached is the Quarterly Investment Inventory Report for the
Period ending May 31, 2025.

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy, and the
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the
preparation of the investment report, I have reviewed the divestment lists
prepared and maintained by the Texas Comptroller of Public Accounts, and the
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours
Within twelve months of taking office and requires at least (4) four hours training within each (2)
two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

November 27, 2015 (Texpool Academy 10 Hours)
December 26, 2017 (Texpool Academy 10 Hours)
January 9, 2020 (TexPool Academy 12 Hours)
December 31, 2021 (Texpool Academy 10 Hours)
December 16, 2023 (Texpool Academy 10 Hours)
November 5, 2015 (Texpool Academy 10 Hours)
November 6, 2017 (Texpool Academy 10 Hours)
November 5, 2019 (Texpool Academy 10 Hours)
December 28, 2021 (Texpool Academy 10 Hours)
December 26, 2023 (Texpool Academy 10 Hours)

Waller County Municipal Utility District No. 35
Summary of Money Market Funds
03/01/2025 - 05/31/2025

Fund: Operating									
Financial Institution: TEXAS CLASS									
Account Number: XXXX0001 Date Opened: 07/12/2023 Current Interest Rate: 4.39%									
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance			
03/01/2025		795,883.43							
03/17/2025	TAX TRANSFER		5,332.45						
03/31/2025					3,014.83				
04/14/2025	TAX TRANSFER		10,371.81						
04/30/2025					2,958.73				
05/12/2025	Transfer from Checking		154,000.00						
05/12/2025	TAX TRANSFER		62,097.60						
05/31/2025					3,569.02				
Totals for Account XXXX0001:		\$795,883.43	\$231,801.86		\$9,542.58	\$1,037,227.87			
Totals for Operating Fund:		\$795,883.43	\$231,801.86		\$9,542.58	\$1,037,227.87			

Summary of Money Market Funds

03/01/2025 - 05/31/2025

Fund: Capital Projects						
Financial Institution: TEXAS CLASS						
Account Number: XXXX0007		Date Opened: 08/06/2024	Current Interest Rate: 4.39%			
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		60,445.23				
03/31/2025					228.22	
04/30/2025					221.61	
05/31/2025					228.38	
Totals for Account XXXX0007:		\$60,445.23			\$678.21	\$61,123.44
Account Number: XXXX0008						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		33,291.73				
03/31/2025					125.69	
04/14/2025	Transfer to Checking			(750.00)		
04/30/2025					120.51	
05/31/2025					122.98	
Totals for Account XXXX0008:		\$33,291.73		(\$750.00)	\$369.18	\$32,910.91
Account Number: XXXX0010						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		7,516.21				
03/31/2025					28.38	
04/30/2025					27.55	
05/31/2025					28.40	
Totals for Account XXXX0010:		\$7,516.21			\$84.33	\$7,600.54
Totals for Capital Projects Fund:		\$101,253.17		(\$750.00)	\$1,131.72	\$101,634.89

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Waller County Municipal Utility District No. 35
Summary of Money Market Funds
03/01/2025 - 05/31/2025

Fund: Debt Service						
Financial Institution: TEXAS CLASS						
Account Number: XXXX0002 Date Opened: 11/09/2023 Current Interest Rate: 4.39%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		565,295.72				
03/17/2025	TAX TRANSFER		4,524.50			
03/31/2025					2,142.69	
04/14/2025	TAX TRANSFER		8,800.31			
04/14/2025	2025 Contract Tax payment			(577,864.98)		
04/30/2025					985.32	
05/12/2025	TAX TRANSFER		27,595.36			
05/31/2025					81.14	
Totals for Account XXXX0002:		\$565,295.72	\$40,920.17	(\$377,864.98)	\$3,209.15	\$31,560.06
Account Number: XXXX0006 Date Opened: 11/30/2023 Current Interest Rate: 4.39%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		366,608.56				
03/31/2025					1,384.22	
04/14/2025	TAX TRANSFER		10,000.00			
04/30/2025					1,364.69	
05/31/2025					1,422.80	
Totals for Account XXXX0006:		\$366,608.56	\$10,000.00		\$4,171.71	\$380,780.27
Account Number: XXXX0009 Date Opened: 08/06/2024 Current Interest Rate: 4.39%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2025		56,645.92				
03/31/2025					213.87	
04/30/2025					207.69	
05/31/2025					214.04	
Totals for Account XXXX0009:		\$56,645.92			\$635.60	\$57,281.52
Totals for Debt Service Fund:		\$988,550.20	\$50,920.17	(\$377,864.98)	\$8,016.46	\$469,621.85

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Waller County Municipal Utility District No. 35

Fund; Operating

Methods Used For Reporting Market Values

Face Value Plus Accrued Interest
Market Value Quoted by the Seller of the Security and Confirmed in Writing
Balance = Book Value = Current Market

Waller County Municipal Utility District No. 35

Totals for Capital Projects Fund:

Methods Used For Reporting Market Values

Waller County Municipal Utility District No. 35
Summary of Certificates of Deposit with Money Market
03/01/2025 - 05/31/2025

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Debt Service															
				Totals for Debt Service Fund:											
Beginning Balance:				\$0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Plus Principal From Cash:				\$0.00											
Less Principal Withdrawn:				\$0.00											
Plus Interest Reinvested:				\$0.00											
Fixed Balance:				\$0.00											
MM Balance:				\$469,621.85											
Total Balance:				\$469,621.85											
				Totals for District:											
				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00

Waller County Municipal Utility District No. 35

Detail of Pledged Securities

03/01/2025 - 05/31/2025

Financial Institution: CENTRAL BANK - CHECKING															
Security: FHLB				Par Value:		Maturity Date:		Pledged:		Released:		Amount Released:			
CUSIP: 413946PE8				Date	Value										
				03/31/2025	109,336.89										
				04/30/2025	108,997.51										
Security: FHLB				Par Value:		Maturity Date:		Pledged:		Released:		Amount Released:			
CUSIP: 41453ASD6				Date	Value										
				03/31/2025	175,000.00										
				04/30/2025	165,855.03										
				05/31/2025	163,164.23										
					165,270.96										

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market

EXHIBIT S

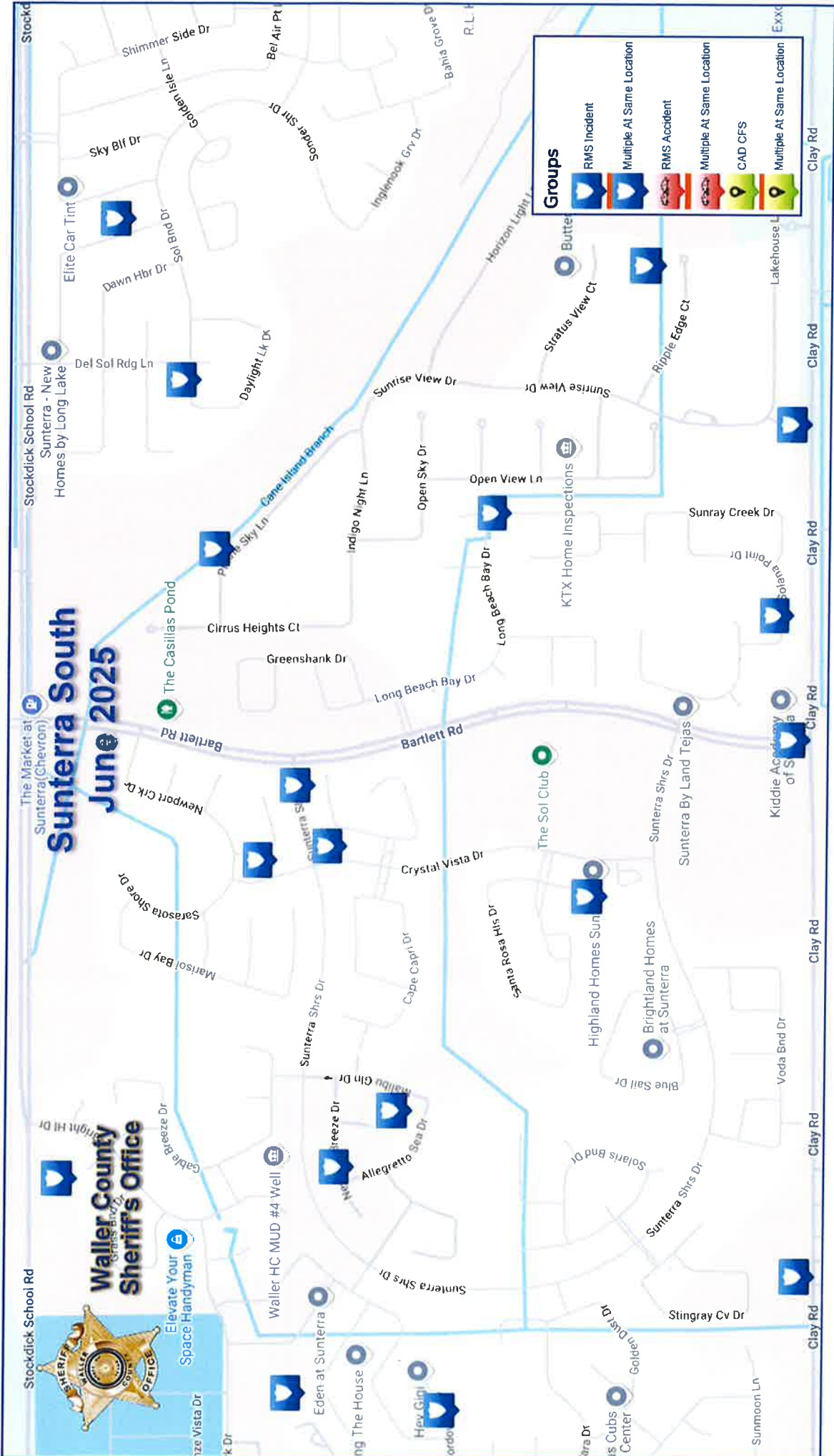


To: BOD – Harris-Waller Counties MUD 5 /
Waller County MUD 37 / Harris County MUD 569 / Waller County MUD 35

June 2025

- The Sheriff and Constable Pct. 3 of Waller County were scheduled to do presentations for a county contract for the Sunterra Development. The proposal would be for a single deputy to work in conjunction with the extra patrol as the development fills up with more permanent residents.
- There has been an increase in suspicious activity during the day and night, indicating more attempts by thieves. **(See photos)**
- Overall, crime has decreased in the Sunterra development. Juvenile disturbances have decreased.
- Deputies stopped and investigated several workers during the night to get verification from their supervisors of their activities. Trespassers caught were site workers and their supervisors were contacted. The supervisors declined to file charges.
- The new Lagoon is now open, additional police have been hired to maintain control along with the security guards at both the community center “Lazy River” and the “Lagoon”. **(See photos)**



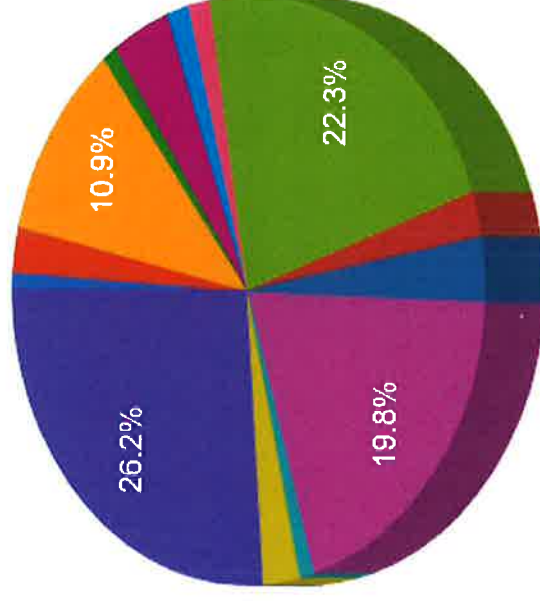


Waller County Sheriff's Office

Sunterra South
June 2025

All Offenses: 06/01/2025 - 06/30/2025

- 100 - Kidnapping/Abduction
- 13A - Aggravated Assault
- 13B - Simple Assault
- 220 - Burglary/Breaking & Entering
- 23H - All Other Larceny
- 26C - Impersonation
- 290 - Destruction/Damage/Vandalism of Property
- 35A - Drug/Narcotic Violations
- 520 - Weapon Law Violations
- 720 - Animal Cruelty
- 90D - Driving Under the Influence
- 90F - Family Offenses, Nonviolent
- 90J - Trespass of Real Property
- 90Z - All Other Offenses



**Waller County
Sheriff's Office**

