

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105
NOTICE OF PUBLIC MEETING**

Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting **by videoconference using Microsoft Teams** and at **1825 Mason Road, Katy, Harris County, Texas 77449**. The public is invited to attend at that location, where a quorum of the Board of Directors will be present. A member of the Board of Directors present at that location will preside over the meeting.

The meeting will be held at **6:00 p.m. on Monday, October 18, 2021.**

Members of the public may access the meeting by following the instructions listed at the bottom of this notice.

The subject of the meeting is to consider and act on the following:

PUBLIC COMMENTS (This provides an opportunity for citizens to comment on non-agenda items in advance of regular business of the Board. Comments shall be limited to three (3) minutes per person. By state law, comments by the Board members on any item not on the agenda shall be limited to: a) statements of specific factual information given in response to any inquiry; b) a recitation of existing policy in response to an inquiry; or c) a proposal to place the subject on the agenda for a future meeting. Section 551.042 of the Government Code limits the types of public comments that may be made and prohibits the Board from taking any action on the item except to place them on a future agenda.)

CONSENT AGENDA: The following items are considered routine by the Board and will be enacted by one motion if appropriate. No separate discussion will occur on these items unless a Board member or member of the public so requests, in which event, the item will be considered on the Regular Agenda.

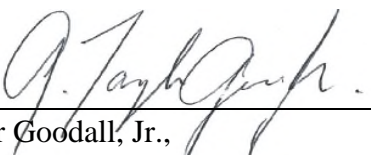
1. Minutes of September 20, 2021
2. Bookkeeper's Report and Payment of Invoices
3. Tax Assessor/Collector's Report and Payment of Invoices
4. Operator's Report
5. Detention Pond Maintenance Report; to the extent necessary

REGULAR AGENDA: Consideration of and action on the following items, plus any items removed from the Consent Agenda.

1. Law Enforcement Report/Update
2. Attorney's report; Designate AWBD voting representative
3. Financial Advisor's Report; Acknowledge disclosures of financial advisor and underwriter, as necessary; Open Bids and Award Sale of 2021 Bonds, Bond Order for Series 2021 Bonds; Official Statement for Series 2021 Bonds; Paying Agent/Registrar Agreement for Series 2021 Bonds; Approve Certificates, Resolutions, Orders and all documents necessary to complete approval, registration and delivery of Series 2021 Bonds and authorize Board Officers and Consultants to take all actions necessary to complete approval, registration and delivery of Series 2021 Bonds
4. Engage Auditor to begin Limited Scope Examination
5. Public Hearing on Proposed 2021 Tax Rate

6. Order Setting Tax Rate, Approving Tax Roll, and Levying Debt Service Tax and Maintenance and Operation Tax for the Year 2021
7. Amendment of Statement of Directors
8. Engineer's Report; authorize engineering, as necessary; review status and recommendations of District engineers; take action, as necessary; Eagle Ranch West irrigation repairs; Surplus Funds Resolution; Status of Series 2021 Bond Application
9. Developer Reports; requests for utility commitments, assignment of financing agreements; financing agreements; take action, as necessary; Waiver of Special Appraisal; financial feasibility of development and annexation; take action, as necessary; developer reimbursement; Agreed Upon Procedures Report
10. Matters involving the West Harris County Regional Water Authority
11. Executive Session (closed) pursuant to Texas Government Codes §551.071 to consult with the District's attorneys about pending or contemplated litigation, §551.072 to deliberate the purchase, exchange, lease or value of real property, §551.074 to deliberate the duties of a public officer or employee, and §551.076 to deliberate on deployment or specific occasions for implementation, of security personnel or device





 G. Taylor Goodall, Jr.,
 Attorney for the District

Instructions for Accessing Meeting Held Via Videoconference:

The District has implemented procedures to allow members of the public to participate and address the Board of Directors during meetings held via videoconference. To participate in the meeting:

1. The videoconference link is: <https://tinyurl.com/HC105OCT18Meeting>
2. All participants have the option of joining the meeting by videoconference using a computer or other internet capable device. If you are trying to join the videoconference via mobile device or tablet, you may need to download the Microsoft Teams mobile application. All public participants will automatically be muted. During the Public Comment portion of the meeting, participants may unmute their line to make a comment.
3. The agenda and Board packet is available at the following web site: <https://2618compliance.wordpress.com/board-meeting-packets/>
4. Audio and video of the meeting will be recorded.\

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

Minutes of Meeting of Board of Directors
September 20, 2021

The Board of Directors (“Board”) of Harris County Municipal Utility District No. 105 (“District”) met at 1825 Mason Road, Katy, Harris County, Texas 77449 and by videoconference on September 20, 2021 in accordance with the duly posted notice of said meeting, with a quorum of Directors present, as follows:

Pamela Brandenburg, President
Charles LaConti, Vice President
Kathy Cones, Secretary
Carol Diller, Director
Ginger Furlong, Director

and the following absent:

None

Also present were, Brian Kruger, Greg Dubiel, John Howell, Kristen Scott, Ryan Vogler, Lynnette Tujague, and G. Taylor Goodall, Jr.

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

1. The Board considered public comment. Seeing none, the Board continued with the Agenda.

2. The Board reviewed the Consent Agenda. After brief discussion, the Board approved the Consent Agenda as presented.

3. Kathy Cones gave a brief update regarding law enforcement.

4. The Board considered a Resolution Adopting the Operating Budget for Fiscal Year Ending September 30, 2022. After brief review and discussion, upon motion duly made and seconded, the Board unanimously approved the Resolution Adopting the Operating Budget Fiscal Year Ending September 30, 2022 as presented.

5. Brian Krueger approached the Board to discuss the engagement of an auditor to perform the annual audit of the District’s books and records for the fiscal year ending September 30, 2021. After discussion, upon motion duly made, seconded and unanimously carried, the Board approved engaging BKD, L.L.P. to perform such audit.

6. The Board considered the engineer’s report presented by Ryan Vogler. Mr. Vogler reported on design projects and construction projects within the District. Pay Application No. 5 in the amount of \$159,435.04 was recommended for approval for the

Cypress Oaks North Sections 1 and 2 paving projects. The engineers are waiting the Harris County Street Acceptance Application. Pay Application No. 1 and Final in the amount of \$30,450.00 was recommended for approval for the Jasmine Heights storm water quality feature repair project. After brief discussion and review, the Board approved the report and the action items contained therein.

7. John Howell approached the Board and presented a proposed plan of financing for a Series 2021 bond issue. Mr. Howell reviewed the Preliminary Official Statement, Notice of Sale, G-23 Disclosures, and no-growth scenarios with the Board of Directors. After review and discussion of Mr. Howell's analysis, upon motion duly made and seconded, the Board unanimously approved the Preliminary Official Statement and Notice of Sale and instructed consultants and District officers to take all necessary actions to continue the proposed \$16,700,000 Series 2021 Bond Issue consistent with the terms described by Mr. Howell.

8. John Howell presented a cash flow analysis and recommendation with respect to the District's 2021 tax rate. The Board reviewed the analysis and recommendation, as well as the 2021 voter-approval tax rate worksheet. The Board considered the attached Resolution Finding District to be Low Tax Rate, Developed, Developing, or Developed District in a Declared Disaster Area, Calling Public Hearing on 2021 Tax Rate, and Authorizing Tax Assessor-Collector to Prepare and Publish Notice of the Public Hearing. After discussion, upon unanimous vote, the Board adopted the attached Resolution identifying the District as a Developing District and authorized publication or mailing of a Notice of the Public Hearing at which the Board will consider adoption of a 2021 tax rate.

There being no further business to come before the Board, the meeting was adjourned.

Secretary

Harris County Municipal Utility District No. 105
Bookkeeper's Report

October 18, 2021



DISTRICT DATA
SERVICES INC.

9575 Katy Fwy, Ste 390
Houston, TX 77024
O: 713-932-7908 F: 713-932-8809
lynette@districtdataservices.com

Harris County Municipal Utility District No. 105 Cash Analysis

6

General Operating Fund

Ending Cash Balance At Last Meeting	9/20/2021	\$ 438,445.72
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RECEIPTS:

Operator A/R	\$ 411,461.42
Voided Check	\$ 172.37
AWBD - Reimb.	\$ 375.00
Maintenance Tax Collections	\$ 1,277.97
HC MUD 105 STP-Reimb. Overhead Fee	\$ 872.08
City of Houston/SPA - 06/21 Collections	\$ 22,031.59

Total Receipts for the Month: \$ 436,190.43

Total Cash Available:	\$ 874,636.15
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Expenditures:

14361* Engie	Billing Period: 08/04/2021 - 09/02/2021	\$ (4,318.41)
14526* Charlie LaConti	Director Fee	\$ (88.53)
Trfr Transfer to GOF Texpool	Transfer	\$ (743,000.00)
ACH US Treasury	Payroll Taxes	\$ (573.08)
ACH Deluxe for Business	Deposit Slip Reorders	\$ (330.00)
ACH Bank Fees	Debit for T-Tech, ICL, Debit Memo	\$ (1,970.48)
		\$ (750,280.50)

*Checks Written Subsequent to Last Meeting:

Total Expenses for the Month: \$ (750,280.50)

Current Cash Balance: BBVA Compass Bank	10/18/2021	\$ 124,355.65
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	Beg. Balance	Deposits	Withdrawals	Ending Balance
Central Bank	\$ -	\$ -	\$ -	\$ 57,147.41
		<i>Transfer from Texpool</i> \$ 400,000.00	\$ (342,852.59) <i>Expenses listed on page 2</i>	

Investment Activity:

	Beg. Balance	Deposits	Withdrawals	Rate	Purchase	Maturity	Ending Balance
Texpool 79196-7919600001	\$ 7,066,823.57	\$ 161.86	\$ -	0.0279%	9/30/2021	demand	\$ 7,409,985.43
		<i>Transfer from Checking</i> \$ 743,000.00	\$ (400,000.00) <i>Transfer to GOF Checking - Central Bank</i>				

Veritex Bank CD	\$ 245,000.00	\$ -	\$ -	0.35%	3/12/2021	3/12/2022	\$ 245,000.00
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Total Operating Fund Balance:	\$ 7,836,488.49
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Harris County M.U.D. No. 105
Operating Fund Expenses
 October 18, 2021

Num	Name	Memo	Amount
14446	Carol Diller	Director Fee/Expense: 10/18/2021	\$ (146.93)
14447	Charles LaConti	Director Fee/Expense: 10/18/2021	\$ (172.36)
14448	Ginger Furlong	Director Fee/Expense: 10/18/2021	\$ (146.93)
14449	Kathy Cones	Director Fee/Expense: 10/18/2021	\$ (131.92)
14450	Pamela Brandenburg	Director Fee: 10/18/2021	\$ (138.53)
14451	Pamela Brandenburg	Director Fees	\$ (692.62)
14452	Aerial Imaging	MUD Aerial Photography & Markup	\$ (600.00)
14453	AOS Treatment Solutions, LLC	Lab Fees Water Plant 1-3	\$ (2,677.50)
14454	At&t	281-656-2176	\$ (643.89)
14455	Best Trash	09/2021 Garbage Collections: 4,043@18.84	\$ (76,546.92)
14456	CFI Services, Inc.	R/M Water Plant	\$ (3,157.00)
14457	Champion Energy Services	Billing Period: 09/02/2021 - 10/04/2021	\$ (6,038.94)
14458	Champions Hydro-Lawn, Inc.	August Maintenance	\$ (18,987.96)
14459	District Data Services, Inc.	Sept. 2021 Bookkeeping/Expenses	\$ (1,559.56)
14460	DXI Industries, Inc	Chemicals	\$ (2,202.29)
14461	Harris County M.U.D. No. 105 - STP	Sept. 2021 STP Expenses	\$ (20,357.43)
14462	Harris County Treasurer	Nov. 2021 Security Patrol	\$ (37,184.00)
14463	Houston Business Journal	Notice of Sale	\$ (352.00)
14464	Municipal Operations & Consulting, Inc.	0921-Operations & Billing R/M Inspections	\$ (92,845.23)
14465	NWDLS	Lab Fees	\$ (1,857.00)
14466	Seaback Maintenance Inc.	August 2021 Mowing	\$ (1,445.50)
14467	Smith, Murdaugh, Little & Bonham, LLP	Sept 2021 Legal Fees: General, Records Mgmt	\$ (5,462.20)
14468	STP Services	R/M	\$ (3,450.00)
14469	Vogler & Spencer	Eng. Fees: General, Emg. Prep Plan	\$ (3,800.75)
14470	W. Harris County Regional Water Authority	Sept. 2021 Pumpage/SW Fee	\$ (61,354.80)
14471	Water Utility Services, Inc	August 2021 Lab Fees	\$ (417.50)
14472	Beazer Homes	Deposit Refunds	\$ (7.26)
14473	Azeb Giratsion	Deposit Refund	\$ (23.45)
14474	Raymond Clarkston	Deposit Refund	\$ (27.63)
14475	Felicia Smith	Deposit Refund	\$ (128.63)
14476	Masood Salehjee	Deposit Refund	\$ (17.23)
14477	Kendall M Frost	Deposit Refund	\$ (78.63)
14478	Yazmin Cruz	Deposit Refund	\$ (200.00)
			<u>\$ (342,852.59)</u>
Total Expenses:			<u><u>\$ (342,852.59)</u></u>

**Harris County Municipal Utility District No. 105
Sewer Treatment Plant**

STP Fund

Ending Cash Balance At Last Meeting	9/20/2021	\$	35,876.77
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RECEIPTS:

NW HC MUD 12	June 2021 STP Expenses/Shared Billing	\$	8,071.17
NW HC MUD 12	July 2021 STP Expenses/Shared Billing	\$	17,368.57
HC MUD 105 GOF	August 2021 STP Expenses/Shared Billing	\$	26,977.16

	Total Receipts for the Month:	\$	52,416.90
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Total Cash Available:		\$	88,293.67
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Expenditures:

3800*	At&T	281-345-4922	\$	(643.89)
3801*	CenterPoint Energy	5730 Whitwell Dr.	\$	(69.57)
3802	Champion Energy Services	Acct#1410170100 20343 W. Little York Rd	\$	(10,140.62)
3803	District Data Services, Inc.	September 2021 Bookkeeping/Expenses	\$	(463.56)
3804	DXI Industries, Inc	Chemicals	\$	(6,582.25)
3805	Municipal Operations & Consulting, Inc.	September 2021 WWTP R/M	\$	(7,016.08)
3806	NWDLS	Lab Fees	\$	(2,144.00)
3807	Seaback Maintenance Inc.	Handwork	\$	(485.28)
3808	Waste Management	Oct. Service: 5730 Whitwell Dr.	\$	(165.26)
3809	HC MUD 105 GOF	Overhead Fees Sept. 2021	\$	(648.38)
3810	At&t	281-345-4922	\$	-
3811	CenterPoint Energy	5730 Whitwell Dr.	\$	-
ACH	Deluxe for Business	Check Reorder for new Central Bank Account	\$	(330.00)

*checks written after meeting

	Total Expenses Presented	\$	(28,688.89)
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Current Cash Balance: BBVA Compass/Central	10/18/2021	\$	59,604.78
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Total STP Operating Fund Balance:		\$	59,604.78
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**Harris County Municipal Utility District No. 105
Capital Projects Fund**

Capital Projects Fund

Ending Cash Balance At Last Meeting	9/20/2021	\$	480,896.00
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RECEIPTS:

Total Receipts for the Month:	\$	-
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Total Cash Available:	\$	480,896.00
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EXPENDITURES:

Trfr	Due from NW MUD 12	Transfer to BBVA Account Series 2019A	\$	(121,089.85)
ACH	Transfer	Transfer to CPF Texpool to Close BBVA Acct.	\$	(359,476.15)
ACH	Deluxe for Business	Check Reorder	\$	(330.00)

*checks written after last meeting

Total Expenditures for the Month:	\$	(480,896.00)
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Current Cash Balance: BBVA Bank XXXX2841	10/18/2021	\$	-
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	Beg. Balance	Deposits	Withdrawals		Ending Balance
Central Bank	\$ -	\$ -	\$ -		\$ 5,544.00
		\$ 50,000.00	\$ (41,750.00)	Ck 1238 TCEQ	
			\$ (2,706.00)	Ck 1239 Vogler & Spencer	

Investment Activity:

	Beg. Balance	Deposits	Withdrawals	Rate	Purchase	Maturity	Ending Balance
*Texpool (2015) 7919600005	\$ 2,031,811.18	\$ 46.55	\$ -	0.0279%	9/30/2021	demand	\$ 6,123,334.37
		\$ 3,782,000.49	\$ (50,000.00)				
		\$ 359,476.15					

BBVA-0425 (Series 2017)	\$ 1,320,934.88	\$ -	\$ -	0.10%	9/30/2021	demand	Closed
		\$ -	\$ (1,320,934.88)				Transfer to Texpool

*BBVA-9394 (Series 2018)	\$ 277,616.60	\$ -	\$ -	0.10%	9/30/2021	demand	Closed
			\$ (277,616.60)				Transfer to Texpool

BBVA-4189 (Series 2019A)	\$ 1,656,761.94	\$ -	\$ -	0.10%	9/30/2021	demand	Closed
		\$ 121,089.85	\$ (1,777,851.79)				Transfer from CPF Checking Transfer to Texpool

BBVA-8372 (Series 2020)	\$ 405,597.22	\$ -	\$ -	0.10%	9/30/2021	demand	Closed
		\$ -	\$ (405,597.22)				Transfer to Texpool

Total Capital Projects Fund Balance:	\$	6,128,878.37
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* CPF funds are surplus

Series 2018: \$127,173 are surplus funds, \$150,000 for future WWTF Expansion are not surplus

HC MUD 105
Use of Bond Proceeds
Bond Series 2019A

CONSTRUCTION COSTS:	Approved	Disbursed	Balance
Developer Contribution Items			
Jasmine Heights Section 9 & 10 - Cleaning & Grubbing	\$ 202,991.00	\$ 202,991.00	\$ -
Jasmine Heights Section 9 - W, WW, & D	\$ 2,091,693.00	\$ 2,066,815.00	\$ 24,878.00
Jasmine Heights Section 10 - W, WW, & D	\$ 1,445,661.00	\$ 1,445,661.00	\$ -
Storm Water Pollution Prevention	\$ 119,577.00	\$ 130,923.00	\$ (11,346.00)
Engineering	\$ 638,425.00	\$ 627,078.00	\$ 11,347.00
Land Costs	\$ 1,094,506.00	\$ 1,056,605.00	\$ 37,901.00
Total Developer Contribution items	\$ 5,592,853.00	\$ 5,530,073.00	\$ 62,780.00
District Items			
Wastewater Treatment Plant Expansion	\$ 2,150,000.00	\$ 1,936,247.00	\$ 213,753.00
Contingencies	\$ 282,500.00	\$ -	\$ 282,500.00
Engineering	\$ 247,250.00	\$ 174,488.67	\$ 72,761.33
Total District Items	\$ 2,679,750.00	\$ 2,110,735.67	\$ 569,014.33
NON-CONSTRUCTION COSTS:			
Legal Fees	\$ 242,000.00	\$ 242,000.00	\$ -
Fiscal Agent Fees	\$ 139,010.00	\$ 139,010.00	\$ -
Developer Interest	\$ 294,430.00	\$ 161,183.00	\$ 133,247.00
Bond Discount	\$ 281,700.00	\$ 281,700.00	\$ -
Bond Issuance Expense	\$ 47,392.00	\$ 27,661.35	\$ 19,730.65
Bond Application Report	\$ 80,000.00	\$ 80,000.00	\$ -
Attorney General's Fee	\$ 9,390.00	\$ 9,390.00	\$ -
TCEQ Bond Issuance Fee	\$ 23,475.00	\$ 23,475.00	\$ -
Contingencies	\$ -	\$ -	\$ -
Total Non-Construction Costs	\$ 1,117,397.00	\$ 964,419.35	\$ 152,977.65
Total balance:			\$ 784,771.98
Plus interest earned:			\$ 25,187.20
Less bank fees:			\$ (230.90)
			<hr/>
			\$ 809,728.28
Reimb from NW MUD 12 - Share of WWTF Expansion			\$ 968,123.51
			<hr/>
			\$ 1,777,851.79

HC MUD 105
Use of Bond Proceeds
Bond Series 2020

CONSTRUCTION COSTS:	Approved	Disbursed	Balance
Developer Contribution Items			
Jasmine Heights Section 11-14 - Clearing & Grubbing	\$ 178,591.00	\$ 178,591.00	\$ -
Jasmine Heights Section 11-13	\$ 1,735,537.00	\$ 1,735,537.00	\$ -
Jasmine Heights Section 11-16, Detention Pond Phase 4	\$ 1,877,663.00	\$ 1,877,663.00	\$ -
Latana Development Detention Facilities, Clearnin & Grubbing	\$ 338,704.00	\$ 338,704.00	\$ -
Lanta Section 1 and Lantana Heights Drive	\$ 1,418,448.00	\$ 1,418,448.00	\$ -
Lantana Section 2	\$ 981,706.00	\$ 981,706.00	\$ -
Lantana Section 3	\$ 327,052.00	\$ 327,052.00	\$ -
Lantana Development Basin A - Detention/Mitigation Facilities	\$ 457,417.00	\$ 457,417.00	\$ -
Storm Water Pollution Prevention	\$ 295,034.00	\$ 310,198.00	\$ (15,164.00)
Engineering and Materials Testing	\$ 1,106,351.00	\$ 1,105,896.00	\$ 455.00
Total Developer Contribution items	\$ 8,716,503.00	\$ 8,731,212.00	\$ (14,709.00)

NON-CONSTRUCTION COSTS:	Approved	Disbursed	Balance
Legal Fees	\$ 268,750.00	\$ 268,750.00	\$ -
Financial Advisor Fees	\$ 195,500.00	\$ 146,765.00	\$ 48,735.00
Developer Interest	\$ 507,477.00	\$ 319,363.00	\$ 188,114.00
Capitalized Interest	\$ 259,031.00	\$ 259,031.00	\$ -
Bond Discount	\$ 273,878.00	\$ 273,878.00	\$ -
Bond Issuance Expense	\$ 55,146.00	\$ 24,600.00	\$ 30,546.00
Bond Application Report	\$ 85,000.00	\$ 85,000.00	\$ -
Attorney General Fee	\$ 9,500.00	\$ 9,500.00	\$ -
Contingencies	\$ 152,841.00	\$ -	\$ 152,841.00
TCEQ Bond Issuance Fee	\$ 26,375.00	\$ 26,375.00	\$ -
Total Non-Construction Costs	\$ 1,833,498.00	\$ 1,413,262.00	\$ 420,236.00

Total balance:	\$ 405,527.00
Plus interest earned:	\$ 200.82
Less bank fees:	\$ (130.60)
	<u>\$ 405,597.22</u>

**Harris County Municipal Utility District No. 105
Debt Service Fund**

12

Debt Service Fund

Ending Cash Balance At Last Meeting	9/20/2021	\$	282,994.17
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RECEIPTS:

DS Tax Collections \$ 5,000.00

Total Receipts for the Month: \$ 5,000.00

Total Cash Available:		\$	287,994.17
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Expenditures:

Trfr to Texpool to close BBVA account \$ (287,994.17)

Total Expenditures for the Month: \$ (287,994.17)

Current Cash Balance: Compass XXX5820	10/18/2021	\$	-
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Investment Activity:

	Beg. Balance	Deposits	Withdrawals	Rate	Purchase	Maturity	Ending Balance
Texpool 79196-7919600003	\$ 2,285,193.65	\$ 52.34	\$ -	0.0279%	9/30/2021	demand	\$ 2,573,240.16
<i>Transfer from DSF Checking</i>		\$ 287,994.17	\$ -				

Certificates of Deposit:

	Beg. Balance	Deposits	Withdrawals	Rate	Purchase	Maturity	Ending Balance
Community Bank of TX	\$ 95,000.00	\$ -	\$ -	0.30%	10/16/2020	10/16/2021	\$ 95,000.00

Total Debt Service Fund Balance:		\$	2,668,240.16
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**Harris County Municipal Utility District No. 105
Debt Service Requirements**

Schedule:

Series	Paid 3/1/2019	Paid 9/1/2019	Paid 3/1/2020	Paid 9/1/2020	Paid 3/1/2021	Paid 9/1/2021
Series 2020 - Amegy Bank						
Principal	\$ -	\$ -	\$ -	\$ -		
Interest	\$ -	\$ -	\$ -	\$ -	\$ 172,687.50	\$ 129,515.63
Series 2019 Ref						
Principal	\$ -	\$ -	\$ 290,000.00	\$ -	\$ 225,000.00	\$ -
Interest	\$ -	\$ 91,925.00	\$ 183,850.00	\$ 180,950.00	\$ 180,950.01	\$ 178,700.00
2012 - Wells Fargo						
Principal	\$ 440,000.00	\$ -	\$ 450,000.00	\$ -	\$ 470,000.00	\$ -
Interest	\$ 173,506.25	\$ 13,800.00	\$ 13,800.00	\$ 7,050.00	\$ 7,050.00	\$ -
Series 2019A - Amegy Bank						
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 116,762.50	\$ 116,762.50	\$ 116,762.50	\$ 116,762.50
2013 - Amegy Bank						
Principal	\$ 310,000.00	\$ -	\$ 325,000.00	\$ -	\$ 335,000.00	\$ -
Interest	\$ 116,325.00	\$ 113,225.00	\$ 113,225.00	\$ 109,975.00	\$ 109,975.01	\$ 104,950.00
2015 - Amegy Bank						
Principal	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -
Interest	\$ 38,653.13	\$ 37,903.13	\$ 37,903.13	\$ 37,153.13	\$ 37,153.13	\$ 36,403.13
2015A - Amegy Bank						
Principal	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 155,000.00	\$ -
Interest	\$ 95,259.38	\$ 95,259.38	\$ 95,259.38	\$ 92,259.38	\$ 92,259.38	\$ 89,934.38
2016 - Amegy Bank						
Principal	\$ -	\$ -	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -
Interest	\$ -	\$ 97,453.15	\$ 97,453.15	\$ 95,703.13	\$ 95,703.15	\$ 93,953.33
Series 2017						
Principal	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ -
Interest	\$ 150,609.38	\$ 150,609.38	\$ 150,609.38	\$ 150,609.38	\$ 150,609.38	\$ 148,109.38
Series 2018						
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 93,593.78	\$ 112,312.50	\$ 112,312.50	\$ 112,312.50	\$ 112,312.50	\$ 112,312.50
Totals	\$ 1,492,946.92	\$ 712,487.54	\$ 2,386,175.04	\$ 902,775.02	\$ 2,760,462.56	\$ 1,010,640.85
Annual Total:	<u>\$ 2,205,434.46</u>		<u>\$ 3,288,950.06</u>		<u>\$ 3,771,103.41</u>	

**Above Amounts Do Not Include Paying Agent Fees

Harris County M.U.D. No. 105
GOF - Budget vs. Actual
October 2020 through September 2021

	12 Mo. Actual	12 Mo. Adopted	
	Oct '20 - Sep 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
1.5392 · WWTP-Misc. Fees	14,380.92	14,000.00	380.92
1.5380 · Misc. Income	17,910.54	15,000.00	2,910.54
1.4100 · Water-Customer Service Fee	1,519,665.72	1,300,000.00	219,665.72
1.4200 · Sewer-Customer Service Fees	1,443,735.89	1,300,000.00	143,735.89
1.4202 · Inspection Fees	1,100.00	5,000.00	-3,900.00
1.4330 · Penalty/Interest On Serv Accts	73,974.15	60,000.00	13,974.15
1.4600 · Tap Fees	555,301.86	200,000.00	355,301.86
1.4700 · WHCRWA Fees	1,310,657.85	1,100,000.00	210,657.85
1.5381 · City of Houston - SPA	136,832.81	109,000.00	27,832.81
1.5391 · Interest on Temp Investment	3,575.16	50,000.00	-46,424.84
1.5398 · Maintenance Tax Collections	1,326,574.72	1,165,000.00	161,574.72
Total Income	6,403,709.62	5,318,000.00	1,085,709.62
Expense			
1.6163 · Mowing	16,265.50	12,500.00	3,765.50
Water			
1.6143 · Arsenic Media Regeneration	0.00	120,000.00	-120,000.00
1.6120 · WHCRWA Fees	620,448.63	850,000.00	-229,551.37
1.6142 · Chemicals	10,953.68	20,000.00	-9,046.32
1.6234 · Repair & Maintenance			
R/M - Water	421,881.12	400,000.00	21,881.12
Water Plant	584,684.01	200,000.00	384,684.01
Detention Pond	239,138.60	345,000.00	-105,861.40
Total 1.6234 · Repair & Maintenance	1,245,703.73	945,000.00	300,703.73
1.6324 · Laboratory Expense	32,323.60	18,000.00	14,323.60
1.6326 · Permit Fees	7,175.15	6,000.00	1,175.15
1.6332 · Operations & Billing	238,623.77	235,000.00	3,623.77
1.6351 · Telephone	10,084.77	6,000.00	4,084.77
1.6352 · Utilities	124,711.19	108,000.00	16,711.19
Total Water	2,290,024.52	2,308,000.00	-17,975.48
Sewer			
1.6202 · Sewer Service/STP Expense	435,595.99	358,200.00	77,395.99
1.6235 · R/M -Sewer	22,774.13	80,000.00	-57,225.87
Total Sewer	458,370.12	438,200.00	20,170.12
General			
1.6162 · Water Wise Program	0.00	0.00	0.00
1.6371 · T.C.E.Q. Assessment Fee	13,681.63	12,500.00	1,181.63
1.6381 · Supplemental Law Enforcement	20,280.00	36,000.00	-15,720.00
1.6161 · Garbage Collection	855,794.88	766,000.00	89,794.88
1.6170 · Tap Connection Expense- GOF	252,879.00	85,000.00	167,879.00
1.6275 · Inspection Expense	64,315.50	50,000.00	14,315.50
1.6311 · Director Fee - P/R	26,250.00	21,000.00	5,250.00
1.6320 · Legal Fees	104,512.62	98,000.00	6,512.62

1

Harris County M.U.D. No. 105
GOF - Budget vs. Actual
October 2020 through September 2021

		12 Mo. Actual	12 Mo. Adopted	
		Oct '20 - Sep 21	Budget	\$ Over Budget
	1.6321 · Auditing Fees	22,600.00	21,200.00	1,400.00
	1.6322 · Engineering Fees	50,388.08	70,000.00	-19,611.92
	1.6323 · Financial Adv Fee	1,200.00	2,000.00	-800.00
	1.6325 · Election Expense	0.00	0.00	0.00
	1.6333 · Bookkeeping	18,078.41	17,000.00	1,078.41
	1.6340 · Printing & Office Supplies	66,431.02	60,000.00	6,431.02
	1.6353 · Insurance/Surety Bond Premiums	14,977.02	14,500.00	477.02
2	1.6359 · Other Expenses	38,601.25	20,000.00	18,601.25
	1.6380 · Security Patrol	359,945.00	290,208.00	69,737.00
	1.6560 · Payroll Taxes	2,008.13	1,700.00	308.13
	1.7395 · AWBD Expenses	5,838.00	6,000.00	-162.00
Total General		1,917,780.54	1,571,108.00	346,672.54
Total Expense		4,682,440.68	4,329,808.00	352,632.68
Net Ordinary Income		1,721,268.94	988,192.00	733,076.94
Net Income		1,721,268.94	988,192.00	733,076.94

1 1.6234 · Repair & Maintenance: This line item includes \$436,500.00 to WW Payton for Pay App 1 WP 1&2

2 1.6359 · Other Expenses: This line item includes Arbitrage, County Clerk Docket Payment

Auditing of Sales Tax Revenue & District Analysis Report

Harris County M.U.D. No. 105
STP - Budget vs. Actual
October 2020 through September 2021

	12 Mo. Actual	12 Mo. Adopted	
	Oct '20 - Sep 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
11.4201 · Sewer Serv Fee-HCM No. 105	435,595.99	358,950.00	76,645.99
11.4202 · Sewer Serv Fee-NW12	169,075.67	140,050.00	29,025.67
Total Income	604,671.66	499,000.00	105,671.66
Expense			
11.6360 · STP- Garbage	1,894.82	1,800.00	94.82
11.6142 · STP - Chemicals	51,813.83	50,000.00	1,813.83
11.6201 · STP - Sludge Disposal	155,967.53	100,000.00	55,967.53
11.6235 · STP - Repair & Maintenance	132,631.23	100,000.00	32,631.23
11.6321 · STP - Audit Fees	3,500.00	3,500.00	0.00
11.6322 · STP - Engineering Fees	0.00	5,000.00	-5,000.00
11.6324 · STP - Lab Fees	55,142.00	65,000.00	-9,858.00
11.6326 · STP - Permit Fees	9,533.07	10,000.00	-466.93
11.6332 · STP - Operations & Billing	32,079.50	35,000.00	-2,920.50
11.6333 · STP - Bookkeeping	5,604.50	6,000.00	-395.50
11.6351 · STP - Telephone	5,115.30	2,700.00	2,415.30
11.6352 · STP - Utilities	121,058.89	96,000.00	25,058.89
11.6353 · STP - Insurance	16,888.98	11,000.00	5,888.98
11.6359 · STP - Other Expense	13,442.01	13,000.00	442.01
Total Expense	604,671.66	499,000.00	105,671.66
Net Ordinary Income	0.00	0.00	0.00
Net Income	0.00	0.00	0.00

TAX COLLECTOR'S OATH

Harris Co. M.U.D. #105 }

STATE OF TEXAS

COUNTY OF Harris }

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

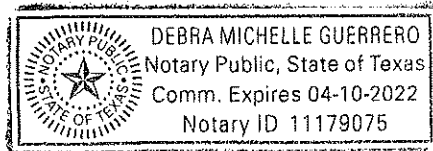
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 8th day of October, 2021.

Michelle Guerrero

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on _____.

HARRIS COUNTY M.U.D. #105
TAX ASSESSOR/COLLECTOR'S REPORT

9/30/2021

Taxes Receivable: 8/31/2021	\$	146,917.82	
Reserve for Uncollectables	(6,204.17)	
Adjustments		<u>.00</u>	\$ <u>140,713.65</u>
Original 2021 Tax Levy	\$.00	
Adjustments		<u>.00</u>	<u>.00</u>
Total Taxes Receivable			\$ 140,713.65
Prior Years Taxes Collected	\$	618.25	
2021 Taxes Collected (.0%)		<u>.00</u>	<u>618.25</u>
Taxes Receivable at: 9/30/2021			\$ <u>140,095.40</u>

2021 Receivables:
 Debt Service
 Maintenance

bob leared interests

11111 Katy Freeway, Suite 725
Houston, Texas 77079-2197

Phone: (713) 932-9011
Fax: (713) 932-1150

	Month of 9/2021	Fiscal to Date 10/01/2020 - 9/30/2021
Beginning Cash Balance	\$ 103,932.42	42,305.01
Receipts:		
Current & Prior Years Taxes	2,872.90-	5,106,338.56
Penalty & Interest	421.35	40,107.18
Additional Collection Penalty	163.18	14,121.48
Stale Dated Checks		2,325.63
Tax Certificates		220.00
Overpayments		16,650.75
Reimbursement from GF O/Transf		2,308.43
Funds Pending Certification		2,078.67
Erroneous Payment		1,290.84
Refund - due to adjustments	3,491.15	62,932.96
Unpaid Account		870.10
Rendition Penalty	28.17	1,422.29
TOTAL RECEIPTS	\$ 1,230.95	5,250,666.89
Disbursements:		
Atty's Fees, Delq. collection	629.15	13,898.94
CAD Quarterly Assessment	9,263.00	37,044.00
CAD Cost, Estimate of value		681.71
Publications, Legal Notice		850.90
Refund - due to adjustments		61,933.62
Refund - due to overpayments		14,190.17
Tax A/C Bond Premium		375.00
Transfer to Debt Service Fund	5,000.00	3,695,000.00
Transfer to General Fund	1,277.97	1,326,574.72
Erroneous Payment		1,290.84
Tax Assessor/Collector Fee	4,012.50	46,249.20
CAD Map Copy Fees	15.00	30.00
Unpaid Account		870.10
Bank Charge	5.00	85.00
Rendition Penalty CAD Portion		71.67
Computer Cost		113.00
Postage	135.46	3,199.55
Supplies		1,770.86
Tax Certificates		230.00
NSF Fee to BLI		30.00
Additional Services - BLI		1,275.00
Records Maintenance		120.00
Copies		774.13
Envelopes - Original Stmts		552.30
Duplicate Statements		15.20
Envelopes - Feb Delinq Stmts		90.00
Envelopes - May Del Stmts		50.70
Tax Affidavits	80.00	160.00
Tax Lien Transfers		65.00
Delinquent Tax Assistance		100.00
Exemption Assistance		150.00
Positive Pay	25.00	300.00
SB2 and/or HB 1154		110.00
TOTAL DISBURSEMENTS	(\$ 20,443.08)	(5,208,251.61)
CASH BALANCE AT: 9/30/2021	\$ 84,720.29	84,720.29

Disbursements for month of October, 2021

Check #	Payee	Description	Amount
1365	Smith Murdaugh	Atty's Fees, Delq. collection	\$ 1,045.51
1366	Quintanilla Susana &	Refund - due to adjustments	416.38
1367	Jolly Jimmy	Refund - due to adjustments	281.46
1368	Mendoza Norma	Refund - due to adjustments	270.69
1369	McAfee Jeffrey Lamar	Refund - due to adjustments	133.32
1370	Johnson Nekeisha	Refund - due to adjustments	618.41
1371	D R Horton Texas LTD	Refund - due to adjustments	318.41
1372	Roman Francisco Javier	Refund - due to adjustments	314.01
1373	Chee Mandy & Lau Ashton	Refund - due to adjustments	773.35
1374	Gonzalez-Garcia Hector	Refund - due to adjustments	365.12
1375	Debt Service Fund	Transfer to Debt Service Fund	60,000.00
1376	General Fund	Transfer to General Fund	210.75
1377	HCAD	Rendition Penalty CAD Portion	69.71
1378	Bob Leared	Tax Assessor/Collector Fee	5,011.31
TOTAL DISBURSEMENTS			\$ 69,828.43
Remaining Cash Balance			\$ <u>14,891.86</u>

Central Bank

HARRIS COUNTY M.U.D. #105

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 9/2021	Adjustments To Collections 9/2021	Total Tax Collections at 9/30/2021	Total Taxes Receivable at 9/30/2021	Collection Percentage
2021					
2020	211.75	1,997.32-	5,070,780.49	58,314.41	98.863
2019		974.21-	4,268,410.33	21,341.40	99.503
2018		519.62-	3,643,620.05	13,383.71	99.634
2017			3,331,159.48	12,699.02	99.620
2016	81.08		3,064,799.87	8,104.35	99.736
2015	92.26		2,601,628.80	6,059.18	99.768
2014	108.54		2,280,595.97	3,593.45	99.843
2013	124.62		1,960,633.93	3,048.69	99.845
2012			1,916,337.97	3,556.90	99.815
2011			1,905,731.39	2,603.42	99.864
2010			1,877,421.28	1,764.34	99.906
2009			1,928,675.81	1,764.34	99.909
2008			2,054,048.34	1,833.53	99.911
2007			1,913,432.78	1,189.14	99.938
2006			1,676,709.14	839.52	99.950
2005			1,379,197.88		100.000
2004			1,057,563.16		100.000
2003			826,300.74		100.000
2002			730,964.87		100.000
2001			578,569.70		100.000
2000			459,081.72		100.000
1999			420,204.52		100.000
1998			381,230.20		100.000
1997			363,846.60		100.000
1996			350,943.75		100.000
1995			282,520.94		100.000
1994			268,586.55		100.000
1993			247,668.97		100.000
1992			220,987.58		100.000
1991			226,456.27		100.000
1990			368,077.69		100.000
1989			405,562.72		100.000
1988			398,972.34		100.000
1987			413,561.80		100.000
1986			386,956.77		100.000
1985			341,260.18		100.000
1984			262,988.50		100.000
1983			171,829.17		100.000
1982			153,551.13		100.000
1981			150,290.17		100.000
1980			148,861.96		100.000
1979			85,243.15		100.000
1978			52,951.36		100.000

(Percentage of collections same period last year)

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2021	733,170,364	00 / 00				
2020	666,116,121	13 / 13	.770000	662,376.74		5,129,094.90
2019	549,968,160	24 / 24	.780000	609,259.54		4,289,751.73
2018	457,125,469	35 / 35	.800000	390,018.62		3,657,003.76
2017	413,506,959	40 / 40	.800000	321,139.15		3,343,858.50
2016	365,723,948	52 / 52	.830000	368,809.52		3,072,904.22
2015	303,413,958	62 / 62	.850000	386,413.66		2,607,687.98
2014	250,706,177	57 / 57	.900000	373,735.64		2,284,189.42
2013	209,404,534	68 / 68	.930000	150,719.15		1,963,682.62
2012	205,638,865	80 / 80	.930000	206,196.53		1,919,894.87
2011	204,535,350	91 / 91	.930000	88,153.56	1,297.87	1,908,334.81
2010	201,908,693	01 / 02	.930000	184,504.79	1,363.02	1,879,185.62
2009	207,326,810	01 / 58	.930000	209,340.59	497.78	1,930,440.15
2008	220,807,776	02 / 41	.930000	217,705.71	427.85	2,055,881.87
2007	205,854,208	01 / 46	.930000	186,651.32	445.83	1,914,621.92
2006	176,406,494	01 / 43	.950000	234,798.93	38.19	1,677,548.66
2005	137,827,422	01 / 40	1.000000	183,107.40	660.80	1,379,197.88
2004	100,596,800	01 / 37	1.050000	124,345.85	604.28	1,057,563.16
2003	75,104,760	01 / 31	1.100000	54,672.30	624.69	826,300.74
2002	66,407,720	01 / 27	1.100000	47,693.27	155.10	730,964.87
2001	50,310,400	05 / 33	1.150000	39,071.74		578,569.70
2000	38,256,810	08 / 29	1.200000	18,190.56		459,081.72
1999	35,024,440	00 / 00	1.200000	15,125.16	88.76	420,204.52
1998	30,018,130	00 / 00	1.270000	25,661.26		381,230.20
1997	24,256,440	00 / 00	1.500000	2,334.00		363,846.60
1996	20,643,750	00 / 00	1.700000	5,835.08		350,943.75
1995	16,144,050	00 / 00	1.750000	579.05-		282,520.94
1994	15,347,800	00 / 00	1.750000	1,059.12		268,586.55
1993	14,152,510	00 / 00	1.750000	25,857.49		247,668.97
1992	12,627,860	00 / 00	1.750000	3,081.75		220,987.58
1991	13,724,620	00 / 00	1.650000	5,145.88		226,456.27
1990	15,209,820	00 / 00	2.420000	9,114.23		368,077.69
1989	16,758,790	00 / 00	2.420000	23,667.59		405,562.72
1988	20,048,860	00 / 00	1.990000	35,759.33		398,972.34
1987	20,792,960	00 / 00	1.990000	20,821.37		413,561.80
1986	24,964,950	00 / 00	1.550000	40,812.29		386,956.77
1985	26,660,950	00 / 00	1.280000	19,366.66		341,260.18
1984	23,273,310	00 / 00	1.130000	14,555.88		262,988.50
1983	15,206,120	00 / 00	1.130000			171,829.17
1982	13,588,590	00 / 00	1.130000			153,551.13
1981	13,300,015	00 / 00	1.130000	514.15-		150,290.17
1980	13,173,624	00 / 00	1.130000	514.15-		148,861.96
1979	8,698,280	00 / 00	.980000	198.85-		85,243.15
1978	5,403,200	00 / 00	.980000	115.73-		52,951.36

TAX RATE COMPONENTS

Year	Debt Service Rate	Debt Service Levy	Maintenance Rate	Maintenance Levy
2021				
2020	.570000	3,796,862.25	.200000	1,332,232.65
2019	.590000	3,244,812.39	.190000	1,044,939.34
2018	.600000	2,742,752.82	.200000	914,250.94
2017	.630000	2,633,288.57	.170000	710,569.93
2016	.530000	1,962,215.90	.300000	1,110,688.32
2015	.560000	1,718,006.12	.290000	889,681.86
2014	.600000	1,522,793.02	.300000	761,396.40
2013	.200000	422,297.41	.730000	1,541,385.21
2012	.780000	1,610,234.45	.150000	309,660.42
2011	.780000	1,600,538.92	.150000	307,795.89
2010	.780000	1,576,091.21	.150000	303,094.41
2009	.780000	1,619,078.88	.150000	311,361.27
2008	.780000	1,724,288.07	.150000	331,593.80
2007	.780000	1,605,811.98	.150000	308,809.94
2006	.800000	1,412,672.62	.150000	264,876.04
2005	.850000	1,172,318.20	.150000	206,879.68
2004	.900000	906,482.75	.150000	151,080.41
2003	.950000	713,623.40	.150000	112,677.34
2002	.950000	631,287.87	.150000	99,677.00
2001	1.000000	503,104.08	.150000	75,465.62
2000	1.200000	459,081.72		
1999	1.200000	420,204.52		
1998	1.270000	381,230.20		
1997	1.500000	363,846.60		
1996	1.700000	350,943.75		
1995	1.750000	282,520.94		
1994	1.750000	268,586.55		
1993	1.750000	247,668.97		
1992	1.750000	220,987.58		
1991	1.650000	226,456.27		
1990	2.420000	368,077.69		
1989	2.420000	405,562.72		
1988	1.990000	398,972.34		
1987	1.990000	413,561.80		
1986	1.400000	349,421.96	.150000	37,534.81
1985	1.130000	301,332.74	.150000	39,927.44
1984	.980000	228,011.03	.150000	34,977.47
1983	1.080000	164,268.69	.050000	7,560.48
1982	1.130000	153,551.13		
1981	1.130000	150,290.17		
1980	1.130000	148,861.96		
1979	.980000	85,243.15		
1978	.980000	52,951.36		

Notes:

2019	Agriculture Deferment	46,332.10
2020	Agriculture Deferment	67,066.35
	Total --->	113,398.45

\$ 3,491.15 - REPORTED AS TAXES COLLECTED ON PRIOR REPORTS. TRANSFERRED TO REFUND ADJUSTMENTS 9/21 REPORT DUE TO CAD ADJUSTMENTS.

2020 TAXES	\$1,997.32	VARIOUS ACCOUNTS
2019 TAXES	\$ 974.21	VARIOUS ACCOUNTS
2018 TAXES	\$ 519.62	VARIOUS ACCOUNTS

Tax Exemptions:	2021	2020	2019
Homestead	.000	.200	.200
Over 65	0	15,000	15,000
Disabled	0	15,000	15,000

Last Bond Premium Paid:

Payee	Date of Check	Amount
HARCO Insurance Services 8/27/21 - 8/27/24	7/07/2021	375.00

Adjustment Summary: 2021

TOTAL

HARRIS COUNTY M.U.D. #105
Homestead Payment Plans

<u>Account no.</u>	<u>Tax Year</u>	<u>Last Payment Amount</u>	<u>Last Payment Date</u>	<u>Balance Due</u>
(I) 0151-008-0030	2019	121.00	08/23/21	5.16
	2020	.00	None	1,193.48
				1,198.64
(I) 0153-018-0520	2020	181.54	08/09/21	175.41
(I) 0303-003-0340	2020	251.84	10/01/21	743.02

*Total Count 3

(I) - BLI Contract (A) - Delinquent Attorney Contract

Standard Payment Plans

<u>Account no.</u>	<u>Tax Year</u>	<u>Last Payment Amount</u>	<u>Last Payment Date</u>	<u>Balance Due</u>
*Total Count 0				

Municipal Operations and Consulting, Inc.

Harris County Municipal Utility District No. 105

OPERATIONS REPORT - Billing and Collection

Period Ending: 09/16/21

COLLECTIONS:

Penalty	\$ 6,234.98
Taps	\$ 10,290.00
Sewer	\$ 119,416.47
Inspections	\$ 100.00
Water	\$ 103,777.57
RWA Fee	\$ 120,458.62
Grease T	\$ 1,250.00
ACH	\$ -
Deposit	\$ 9,610.00
Transfer Fees	\$ 85.00
Misc	\$ 19,950.20

Total Collections: \$ 391,172.84

CURRENT BILLING:

Penalty	\$ -
Taps	\$ -
Sewer	\$ 131,201.81
Inspections	\$ -
Water	\$ 120,710.75
RWA Fee	\$ 136,735.40
Grease T	\$ 1,300.00
ACH	\$ -
Deposit	\$ 1,450.00
Transfer Fees	\$ 175.00
Misc	\$ 1,250.00

Net Receivable: \$ 392,822.96

CUSTOMER AGED RECEIVABLES:

30 Day	\$67,539.53
60 Day	\$20,307.50
90 Day	\$4,067.46
120 Day	\$11,898.98

Total Aged Receivables: \$103,813.47

CONNECTION COUNT:

Residential/Builder	4259
Residential Vacants	43
Commercial	44
Irrigation	74
Church/School	8
Total No. of Connections:	4428

<u>New Residential Taps</u>	<u>Residential Taps YTD</u>
0	115

<u>New Commercial Taps</u>	<u>Commercial Taps YTD</u>
2	3

<u>New Irrigation Taps</u>	<u>Irrigation Taps YTD</u>
1	2

2017 Taps	2018 Taps	2019 Taps	2020 Taps
156	295	491	618

Municipal Operations and Consulting, Inc.

Harris County Municipal Utility District No. 105**OPERATIONS REPORT - Water and Wastewater****WATER PLANT OPERATIONS:****WEST HARRIS COUNTY****REGIONAL****WATER AUTHORITY:**

Period Ending: 08/17/21 - 09/16/21

Production - Well No. 2	2,479,000
Production - Well No. 3	5,334,000
Production - Well No. 4	10,284,000
Production - Well No. 5	21,428,000
Purchase - Interconnect - 157	0
Purchase - Interconnect - 165	0
Purchase - Interconnect - 167	0
Total Pumped/Received	39,525,000
Water supplied to NW 12	0
Leaks/Flushing	540,000
Billed Consumption	36,023,000
Billed vs. Pumped	91%
Accounted For vs. Pumped	93%
Avg. Daily Usage	1,200,767
Avg. Daily Production/Purchase	1,317,500

Calendar Year: 01/01/21- 12/31/21

Current Period Ending: 9/30/2021

Current Month Produced:	35,437,000
YTD Gallons Produced:	290,720,000
Avg. Gallons Prod. Per Month:	41,531,429

Total 2015 - 228.687 MG
Total 2016 - 258.073 MG
Total 2017 - 249.098 MG
Total 2018 - 272,934 MG
Total 2019 - 313,566 MG
Total 2020 - 376,017 MG

WASTEWATER TREATMENT PLANT OPERATIONS:

Period Ending: 9/30/2021

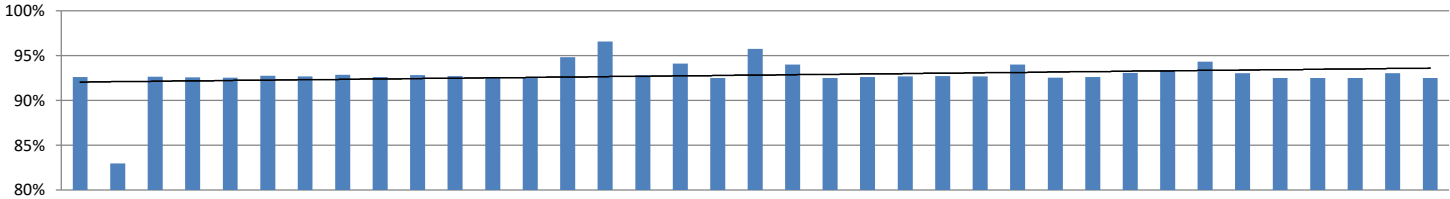
	Permit	Actual
BOD - Daily Avg.	5.0	3.7
TSS - Daily Avg.	12.0	2.7
NHN3 - Daily Avg.	2.0	0.165
Flow - Daily Avg.	1.600 MG	1,217,300 gallons
Percent of Permit		76.1%

Municipal Operations and Consulting, Inc.

Harris County Municipal Utility District No. 105

OPERATIONS REPORT - Water and Wastewater History

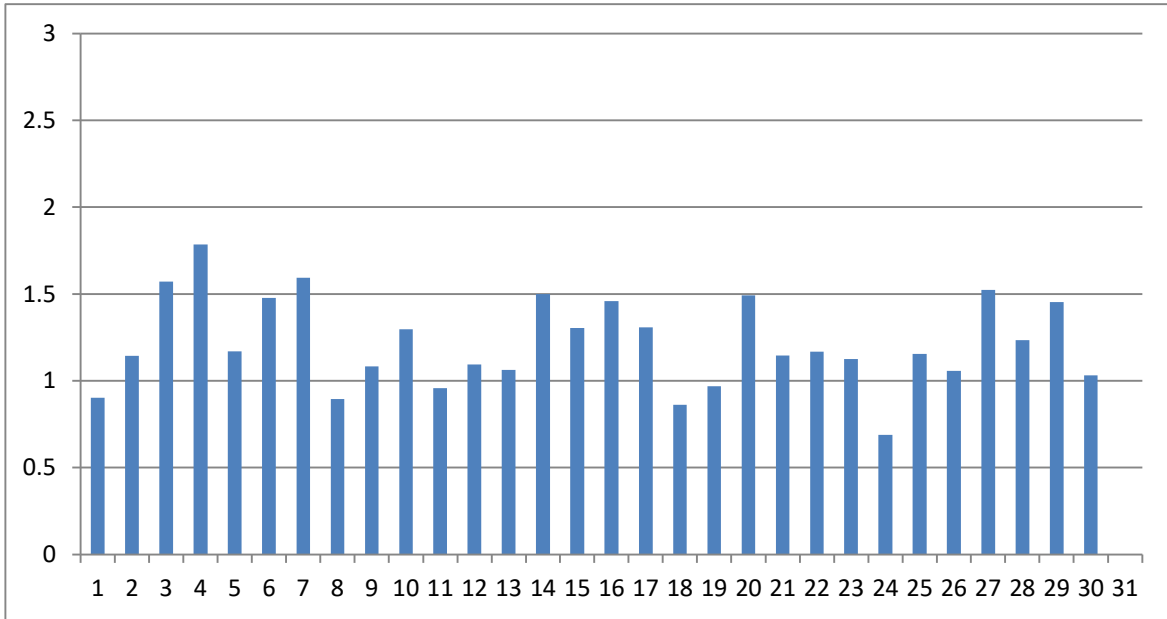
Period Ending	Well No. 2 Production	Well No. 3 Production	Well No. 4 Production	Well No. 5 Production	Total Well Production	Total Interconnect	Total Pumped & Received	Leaks & Flushing	Billed	Acct. (%)	12 Month Average
9/13/2018	8.935	3.990	14.402		27.327		27.327	2.700	22.609	93%	93%
10/16/2018	7.732	2.482	13.709		23.923		23.923	0.350	19.497	83%	92%
11/13/2018	6.772	1.568	10.546		18.886		18.886	1.350	16.150	93%	92%
12/12/2018	7.427	1.969	10.136		19.532		19.532	2.400	15.684	93%	92%
1/14/2019	8.808	2.684	10.907		22.399		22.399	2.900	17.827	93%	92%
2/13/2019	6.950	1.886	9.986		18.822		18.822	1.250	16.209	93%	92%
3/14/2019	6.998	1.894	10.214		19.106		19.106	2.300	15.409	93%	92%
4/11/2019	7.128	1.861	13.251		22.240		22.240	1.800	18.854	93%	92%
5/13/2019	6.237	1.881	16.892		25.010		25.010	1.700	21.459	93%	92%
6/11/2019	6.700	4.504	17.016		28.220		28.220	2.300	23.892	93%	92%
7/15/2019	9.758	3.629	19.340		32.727		32.727	3.800	26.545	93%	92%
8/13/2019	10.538	8.631	18.579		37.748		37.748	5.100	29.843	93%	92%
9/12/2019	8.560	11.550	18.732		38.842		38.842	5.220	30.713	93%	92%
10/11/2019	6.730	4.106	17.078		27.914		27.914	0.150	26.321	95%	93%
11/11/2019	8.057	2.747	15.725		26.529		26.529	0.005	25.617	97%	93%
12/11/2019	7.485	2.158	9.089	5.355	24.087		24.087	2.400	19.960	93%	93%
1/9/2020	2.000	2.697	8.788	9.202	20.689		20.689	0.010	19.460	94%	93%
2/11/2020	4.288	3.211	12.993	3.483	23.975		23.975	0.900	21.281	93%	93%
3/11/2020	2.129	3.331	11.321	4.668	21.449		21.449	0.005	20.529	96%	94%
4/9/2020	1.621	4.167	14.788	2.812	23.388		23.388	0.005	21.985	94%	94%
5/8/2020	4.090	2.543	13.750	6.463	26.846		26.846	0.570	24.267	93%	94%
6/10/2020	27.635	0.386	0.356	7.049	35.426		35.426	1.100	31.706	93%	94%
7/13/2020	11.559	2.140	5.020	23.357	42.076		42.076	0.500	38.508	93%	94%
8/11/2020	0.343	2.530	6.610	27.487	36.970		36.970	1.100	33.180	93%	94%
9/10/2020	2.354	3.332	9.981	25.674	41.341		41.341	2.900	35.424	93%	94%
10/9/2020	10.634	0.927	2.358	19.324	33.243		33.243	0.005	31.251	94%	94%
11/9/2020	21.075	0.000	0.000	13.642	34.717		34.717	0.700	31.427	93%	93%
12/10/2020	1.843	2.528	3.755	23.765	31.891		31.891	1.800	27.737	93%	93%
1/8/2021	0.001	2.176	8.920	14.186	25.283		25.283	0.005	23.529	93%	93%
2/8/2021	0.002	2.017	10.000	15.519	27.538		27.538	0.560	24.918	93%	93%
3/9/2021	1.282	3.494	11.225	14.575	30.576		30.576	0.100	28.740	94%	93%
4/8/2021	0.312	1.906	6.432	20.149	28.799		28.799	0.005	26.792	93%	93%
5/10/2021	0.230	3.737	12.702	17.726	34.395		34.395	0.720	31.100	93%	93%
6/11/2021	1.373	2.930	9.810	18.890	33.003		33.003	0.310	30.226	93%	93%
7/15/2021	6.134	6.145	11.068	13.073	36.420		36.420	0.250	33.445	93%	93%
8/17/2021	5.451	4.320	8.944	18.865	37.580		37.580	0.005	34.968	93%	93%
9/16/2021	2.479	5.334	10.284	21.428	39.525		39.525	0.540	36.023	93%	93%



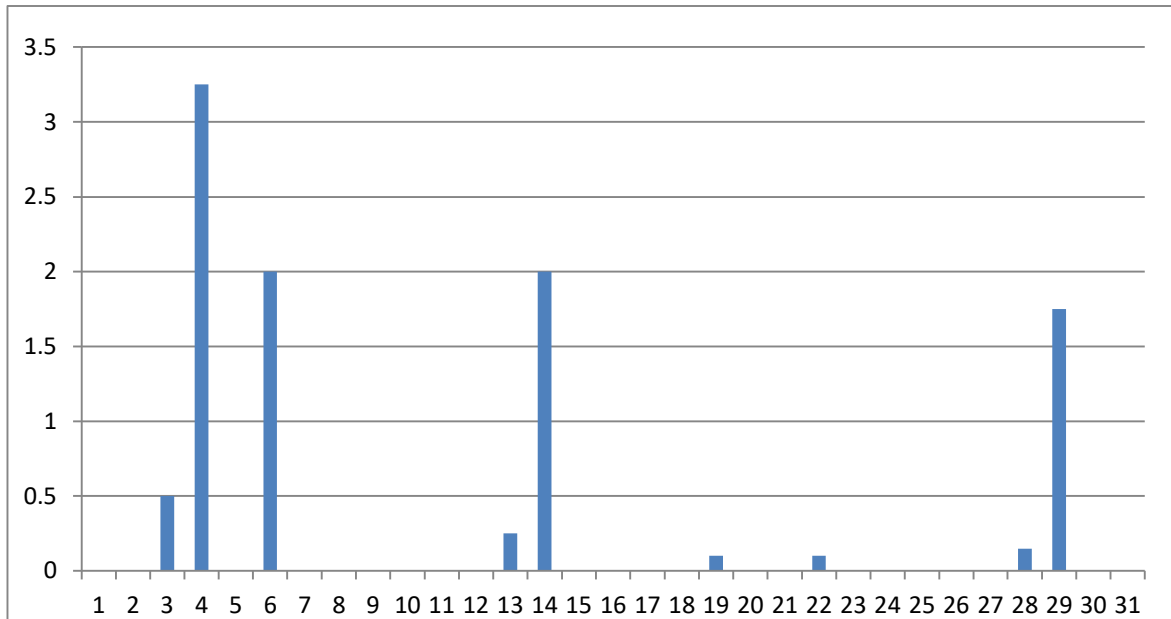
Municipal Operations and Consulting, Inc.

Harris County Municipal Utility District No. 105

Wastewater Flow Vs. Rainfall Report



Wastewater Flow



Rainfall

Harris County MUD No. 105 - Commercial & Non-Taxable Usage																			
ACCOUNT NO.	USER NAME	4/9	5/8	6/10	7/13	8/11	9/10	10/9	11/9	12/10	1/8	2/8	3/9	4/8	5/10	6/11	7/15	8/17	9/16
5-04-85337-00	Whataburger - 6131 Fry Road	38	42	54	47	42	45	42	45	44	46	46	33	43	47	44	15	81	39
5-05-22127-00	Colonial Group - 6111 Fry Road	5	3	5	5	4	6	5	7	6	5	6	7	6	5	7	6	8	6
5-90-61991-00	Kroger Store - 6055 Fry Road	86	81	103	109	66	68	69	70	69	67	74	62	87	76	91	99	83	72
5-90-61997-00	Lone Star Storage - 21145 FM 529	15	9	14	10	24	9	10	9	9	10	10	14	10	8	11	11	15	7
5-90-62000-02	Sonic Drive-In - 6025 Fry Road	22	22	31	32	31	23	20	18	18	21	17	21	19	21	23	19	22	22
5-90-62006-00	JP Morgan Chase - 6103 Fry Road	2	27	16	12	29	2	8	1	1	1	1	2	1	1	1	2	1	1
5-90-62011-00	Fry Business, Inc. - 6201 Fry Road	95	104	144	170	145	116	101	108	111	119	115	87	115	123	113	140	132	98
5-90-62012-00	Advance Stores Co. - 6211 Fry Road	1	1	2	1	1	1	2	1	1	1	2	5	3	3	2	2	2	1
5-90-62014-00	Bank of America - 6051 Fry Road	2	1	5	2	1	1	1	2	2	2	1	14	2	3	2	2	2	2
5-90-62020-01	Taco Bell - 6117 Fry Road	56	54	65	79	62	64	50	58	72	107	10	63	41	39	49	58	58	51
5-90-64391-00	Vacant - 6133 Fry Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8-10-50115-01	Starbucks - 6137 Fry Road	13	12	13	14	13	14	15	14	15	13	12	11	17	18	17	16	50	16
5-90-61992-00	Strip Center - 6055 Fry Road	54	47	136	90	86	84	84	113	101	87	94	84	99	119	93	100	93	119
5-90-62010-00	Strip Center - 6055 Fry Road	26	32	43	59	43	68	34	23	13	9	0	0	13	23	6	14	69	56
5-90-64465-01	Sentry Air Systems - 21221 FM 529	8	5	13	7	5	9	9	8	7	6	6	5	8	7	8	6	7	7
5-90-66500-00	R&N Manufacturing Inc. - 21235 FM 529	14	18	23	24	15	23	11	11	19	13	17	29	47	28	32	11	20	16
5-90-66525-02	Patterson - UTI Management - 21245 FM 529	1	2	1	9	9	18	19	1	0	1	0	1	1	1	1	2	1	1
5-90-66530-02	Srisha Properties LLC - 6155 N Fry Road	34	52	76	67	48	50	54	76	54	37	49	45	57	50	48	51	39	34
5-90-61997-00	Lone Star Storage - 21145 FM 529	15	9	14	10	24	9	10	9	9	10	10	14	10	8	11	11	15	7
5-90-66498-01	Pipeline Pressue Isolation - 21233 FM 529	1	1	2	1	1	3	1	7	5	1	2	1	1	42	4	1	2	1
5-90-64462-01	REW Materials - 21219 FM 529	9	10	17	13	39	18	12	10	13	7	8	29	9	12	11	13	15	12
5-90-66540-00	Partners Development - 21215 FM 529	4	3	5	4	4	3	4	3	3	2	3	4	3	7	6	1	8	3
5-90-66535-00	Partners Development - 21215 FM 529	5	10	11	9	10	11	8	5	5	5	5	6	11	10	10	10	10	12
5-90-64471-01	Automation Tech LLC - 21225 FM 529	7	8	10	8	6	6	7	8	6	5	7	7	6	7	6	7	8	5
5-90-66534-01	Four Seasons Business Park - 21211 FM 529	31	35	23	57	46	47	34	35	25	13	20	3	1	0	1	1	2	1
5-90-66527-00	Gambit Construction - 21251 FM 529 BLDG A	5	4	6	6	9	4	5	9	3	3	3	10	3	11	15	2	5	4
5-90-66528-00	529 Westgreen Plaza - 21350 FM 529	8	13	10	10	14	9	10	11	10	10	9	4	6	5	9	10	20	14
5-90-66524-00	Allscales LLC - 21249 FM 529	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	1	0	0
5-90-64473-01	Republic Gymnastics & Dance 21227 FM 529	1	0	4	6	6	7	7	6	6	4	7	6	7	8	8	9	10	8
5-90-66520-01	Area Real Properties LLC - 21243 FM 529	1	3	0	59	18	37	43	45	32	1	1	1	1	1	1	1	1	3
5-90-66575-01	IXEXOTICS LLC 21251 FM 529 BLDG B +	1	2	0	1	0	1	0	45	0	1	0	0	1	1	0	1	0	1
5-90-66576-01	IXEXOTICS LLC 21251 FM 529 BLDG C +	1	2	4	2	1	2	13	6	1	2	1	3	2	3	3	4	4	2
5-90-66577-01	Priority Protection 21251 FM 529 BLDG D +	3	3	3	2	5	3	4	2	2	6	2	6	1	2	3	16	2	3
5-90-66580-00	U-Haul - 21346 FM 529	1	3	1	2	2	2	1	2	2	2	2	2	2	2	2	3	3	2
5-90-66510-00	EPOCH Construction - 21239 FM 529 Bldg 1-4	8	0	2	0	0	0	1	0	2	0	2	1	0	0	1	0	2	0
5-90-66512-00	EPOCH Construction - 21239 FM 529 Bldg 5-8	0	9	2	0	0	107	1	1	10	1	1	16	1	2	6	3	2	1
5-90-66513-00	EPOCH Construction - 21239 FM 529 Bldg 9-12	20	7	17	1	1	2	1	2	1	3	2	2	2	23	3	2	3	2
5-90-66515-00	EPOCH Construction - 21239 FM 529 Bldg 13-16	27	9	21	1	3	4	4	7	5	4	11	27	8	16	1	4	5	24
5-90-64477-00	Sunstate Equipment - 21229 FM 529	41	35	35	36	42	34	35	33	32	26	35	80	36	38	35	31	46	31
5-90-66585-00	Epoch Construction - 21261 FM 529	7	5	2	3	6	0	1	0	0	0	1	1	13	1	0	1	0	1
5-90-66532-00	Tiger Tires - 6217 Fry Rd																0	0	0
5-90-61900-00	7002 Settlers Village Dr																		0
5-90-61901-00	7002 Settlers Village Dr																		0
5-90-61986-00	Walker Elem. - 6424 Settlers Village	31	31	78	61	75	163	139	112	80	53	89	368	94	148	165	119	148	205
5-90-62016-00	Hemmenway Elem. - 20400 W. Little York	70	72	73	26	30	60	87	93	153	80	145	2295	956	284	194	94	139	296
5-90-64475-01	CFISD High School - 7425 Westgreen Blvd.	409	367	843	986	843	922	1002	895	608	347	559	619	585	1166	1394	632	1268	2324
5-90-66481-01	CFISD High School - 7425 Westgreen Blvd.	1	2	3	4	4	4	7	6	4	3	5	8	16	10	6	6	10	9
5-90-66550-01	CFISD Transportation - 21330 West Campus Drive	15	15	22	45	37	31	55	62	57	52	57	54	105	27	61	51	45	46
5-90-66493-01	Spring Branch Community Health - 7777 Westgreen	5	2	3	3	3	3	3	3	5	3	3	4	4	4	4	4	5	3
5-90-62002-00	Bear Creek Baptist Church - 5901 Fry Road	40	38	59	71	39	49	62	144	144	26	28	30	120	137	75	80	111	119
5-90-66491-01	CFISD - 7750 Westgreen Blvd.	3	0	2	3	2	2	0	1	0	0	1	2	0	2	0	0	0	0
5-90-66495-00	CFISD Middle School #19 - 7611 Westgreen Blvd	13	25	21	28	50	35	73	89	87	49	70	70	75	125	94	17	32	102

HARRIS COUNTY MUD #105

Uncollectable accounts to be presented at the October, 2021 meeting.

No.	Account No.	Amount	Final Date	Comment	Owner	
1)	5-04-90869-01	\$84.53	7/1/2021	Del notice sent out, nvr pd final bills & bal after dep applied.	No	Amount is a 2 month bill w/penalties.
2)	5-05-10149-04	\$148.29	4/30/2021	Del notice sent out, nvr pd final bills & bal after dep applied.	No	Amount is a 4 month bill w/penalties.
3)	5-05-02586-02	\$132.47	6/1/2021	Del notice sent out, nvr pd final bills & bal after dep applied.	No	Amount is a 3 month bill w/penalties.
4)	5-90-62302-00	\$246.84	5/28/2021	Del notice sent, C/O for non pymt, nvr pd final bills, bal after dep applied.	No	Amount is a 2 month bill w/penalties.
5)	8-20-00650-02	\$20.07	6/3/2021	Nvr pd final bills Bal after dep applied	No	Amount is a 3 month bill w/penalties.
6)	8-18-01135-01	\$25.61	5/15/2021	Del notice sent out, nvr pd final bills & bal after dep applied.	Yes	Amount is a 3 month bill w/penalties. Used to be owner as of 3/16/21
7)	8-25-02010-01	\$36.15	4/16/2021	Nvr pd final bills Bal after dep applied	No	Amount is a 3 month bill w/penalties.
8)	5-05-20648-01	\$3.97	5/24/2021	Nvr pd final bills Bal after dep applied	No	Amount is a 5 month bill w/penalties.
9)	5-90-63781-00	\$25.17	6/1/2021	Nvr pd final bills Bal after dep applied	Yes	Used to be owner as of 6/1/21.
		\$723.10				

HARRIS COUNTY MUD 105

APPROVED CUTOFF LIST

Monday, October 18, 2021

ACCOUNT	BALANCE
70105-5046256406	\$149.81
70105-5047036300	\$183.61
70105-5048035606	\$390.52
70105-5048083400	\$267.62
70105-5048349701	\$151.31
70105-5048374002	\$139.53
70105-5048669700	\$166.83
70105-5048789406	\$182.46
70105-5048879705	\$179.43
70105-5049014603	\$141.57
70105-5049696308	\$205.60
70105-5049839503	\$151.31
70105-5050040502	\$143.33
70105-5050183103	\$167.65
70105-5050355703	\$171.45
70105-5050369802	\$241.74
70105-5050656905	\$174.87
70105-5050776704	\$185.05
70105-5051147702	\$169.22
70105-5051524206	\$141.74
70105-5051591803	\$222.45
70105-5051702307	\$204.41
70105-5051876001	\$178.23
70105-5051953800	\$179.05
70105-5052064802	\$156.06
70105-5052154702	\$150.93
70105-5906244701	\$244.78
70105-5906251206	\$141.91
70105-5906263400	\$229.20
70105-5906268300	\$142.44
70105-5906297302	\$260.65
70105-5906308003	\$147.89
70105-5906319602	\$172.21
70105-5906323306	\$324.72
70105-5906327901	\$187.03
70105-5906333602	\$143.33
70105-5906337805	\$139.15
70105-5906341104	\$159.67
70105-5906351803	\$163.47
70105-5906355400	\$167.65
70105-5906358800	\$211.17
70105-5906365706	\$159.67
70105-5906372104	\$168.01
70105-5906372200	\$137.94
70105-5906381706	\$174.51
70105-5906384404	\$154.66
70105-5906388200	\$213.55
70105-5906391305	\$167.71
70105-5906395601	\$186.07
70105-5906415200	\$258.37
70105-5906415802	\$171.45

70105-5906424600	\$153.53
70105-5906437504	\$218.49
70105-5906443401	\$342.84
70105-8105015001	\$151.31
70105-8105513002	\$178.26
70105-8105514001	\$255.30
70105-8105537001	\$160.89
70105-8110500501	\$212.65
70105-8130072004	\$192.22
70105-8130081001	\$154.79
70105-8140110001	\$206.01
70105-8140133002	\$166.51
70105-8140137502	\$267.97
70105-8140149002	\$175.25
70105-8160053502	\$247.29
70105-8160054001	\$214.18
70105-8160066505	\$147.89
70105-8180131001	\$167.11
70105-8180177501	\$380.81
70105-8180178003	\$197.75
70105-8210079001	\$266.79
70105-8220081001	\$142.02
70105-8220096001	\$143.71
70105-8250050502	\$167.74
70105-8250103501	\$194.48
70105-8250208501	\$173.58
70105-8260071001	\$213.55
70105-8260079502	\$152.28
70105-8290095501	\$142.95
70105-8300083501	\$122.96

\$15,334.10

October 18, 2021

Board of Directors
Harris County Municipal Utility District No. 105
Harris County, Texas

We appreciate your selection of **BKD, 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 **Unmatched Client Service**[®].

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:

Harris County Municipal Utility District No. 105

- Agreed-Upon Procedure Services relative to the District's Series 2021 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.

BKD, LLP

BKD, 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 **Harris County Municipal Utility District No. 105**.

BY _____
Board President

DATE _____

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 and 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.

Boycott Israel As required by Chapter 2271, Government Code, we represent that we 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.

Foreign Terrorist Organizations 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.

**Fossil Fuels
Boycott
Verification**

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, we hereby verify that we, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, do 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, as amended.

**Firearms
Discrimination
Verification**

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, we hereby verify that we, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (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 this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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 Harris County Municipal Utility District No. 105 (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 2021 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 2021 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.

BKD, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **BKD, 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 **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

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.

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 BKD 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 four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

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. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. 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 BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD 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.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that BKD's 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 intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall BKD 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. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.
11. **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.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD 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 BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. 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, BKD 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. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or 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.

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 supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **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 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. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

17. **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.
18. **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, "BKD, 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. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD 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 BKD.

TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to 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 recognize that We have no responsibility to review information contained in electronic sites.
21. **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.

22. **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

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD 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 BKD sharing Your confidential information with the third-party service provider.
24. **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.
25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected,

however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD 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 BKD.
29. **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.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

Bond Order

The board of directors (“Board”) of Harris County Municipal Utility District No. 105 (“District”) met on October 18, 2021, with a quorum of directors present, as follows:

Pamela Brandenburg, President
 Charles LaConti, Vice-President
 Kathy Cones, Secretary
 Carol N. Diller, Director
 Ginger Furlong, Director

and the following absent:

None

when the following business was transacted:

The order set out below (the “Bond Order”) was introduced for consideration of the Board. It was then moved and seconded that said order be adopted; and, after due discussion, said motion carried by the following vote:

Ayes: All directors present

Noes: None

The order thus adopted is as follows:

ORDER AUTHORIZING ISSUANCE OF \$16,700,000, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105 UNLIMITED TAX BONDS, SERIES 2021; PRESCRIBING THE TERMS, PROVISIONS, AND FORM THEREOF; PROVIDING FOR THE PAYMENT THEREOF AND INTEREST THEREON; AWARDEDING THE SALE OF THE BONDS; APPOINTING PAYING AGENT/REGISTRAR; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1: Findings and Determinations. It is hereby officially found and determined that:

(a) Harris County Municipal Utility District No. 105 (the “District”), acting by and through its Board of Directors (“Board”), is authorized pursuant to and in accordance with the provisions of Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, and Chapters 49 and 54 of the Texas Water Code, as amended, and as authorized at an elections held for that purpose on May 7, 2005 and May 11, 2013, to issue its 2021 series of \$17,600,000 of bonds, being the fifth series out of the \$43,000,000 of bonds authorized at the May 7, 2005 election and the first series out of the \$20,000,000 of bonds authorized at the May 11, 2013 election, for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, and to provide for the payment of principal of and interest on such bonds by the levy and collection of a sufficient ad valorem tax upon all taxable property within the District as authorized by the Constitution and laws of the State of Texas.

(b) The Board has determined that it is in the best interests of the District to issue the Bonds for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District, and a drainage system for the drainage of lands within the District and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, and to provide for the payment of principal of and interest on such Bonds by the levy and collection of a sufficient ad valorem tax upon all taxable property within the District as authorized by the Constitution and laws of the State of Texas.

(c) There are presently the following outstanding and unpaid bonds of the District:

\$6,135,000 of the District’s \$7,915,000 Unlimited Tax Refunding Bonds, Series 2013 dated May 1, 2013;

\$2,420,000 of the District’s \$2,720,000 Unlimited Tax Bonds, Series 2015 dated February 1, 2015;

\$5,225,000 of the District’s \$5,530,000 Unlimited Tax Bonds, Series 2015A dated May 1, 2015;

\$6,150,000 of the District’s \$6,500,000 Unlimited Tax Bonds, Series 2016 dated April 1, 2016;

\$9,250,000 of the District’s \$9,500,000 Unlimited Tax Bonds, Series 2017 dated June 1, 2017;

\$6,100,000 of the District’s \$6,100,000 Unlimited Tax Bonds,

Series 2018 dated June 1, 2018;

\$12,050,000 of the District's \$12,565,000 Unlimited Tax Refunding Bonds, Series 2019 dated June 1, 2019;

\$9,390,000 of the District's \$9,390,000 Unlimited Tax Bonds, Series 2019A dated September 1, 2019; and

\$10,550,000 of the District's \$10,550,000 Unlimited Tax Bonds, Series 2020 dated July 1, 2020.

(d) The bond orders ordering the Outstanding Bonds provide in part that the District expressly reserves and thereafter has the right to issue additional bonds payable from and secured by taxes upon all taxable property within the District.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly requires otherwise:

“Attorney General” shall mean the Attorney General of the State of Texas.

“Board” shall mean the board of directors of the District.

“Blanket Issuer Letter of Representations” shall mean the Blanket Issuer Letter of Representations between the District, the Paying Agent/Registrar and DTC.

“Bond Order” or “Order” as used herein and in the Bonds shall mean this Order authorizing the Bonds.

“Bond” or “Bonds” shall mean any or all of the Harris County Municipal Utility District No. 105 Unlimited Tax Bonds, Series 2021, authorized and issued pursuant to this Bond Order including the Initial Bond and the Definitive Bonds, in the aggregate principal amount of \$16,700,000 unless the context clearly indicates otherwise.

“Capital Projects Fund” shall mean the fund so designated in Section 8.3 of this Bond Order.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commission” shall mean the Texas Commission on Environmental Quality, and any successor agency.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Dated Date” shall mean November 1, 2021.

“Debt Service Fund” shall mean the fund so designated in Section 8.2 of this Bond Order.

“Definitive Bonds” shall mean the Bonds, other than the Initial Bond, in the form of Exhibit A-1.

“DTC” shall mean the Depository Trust Company, New York, New York, or any successor securities depository.

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

“Fiscal Year” shall mean the District’s fiscal year, which currently is the twelve-month period beginning on October 1 of a calendar year and ending on September 30 of the next succeeding calendar year, and each such period may be designated with the number of the calendar year in which such period ends.

“General Fund” shall mean the fund so designated in Section 8.1 of this Bond Order.

“Holder” or “Holders” or “Registered Holder” or “Registered Holders” or “Owner” or “Registered Owner” when used with respect to any Bond or the Bonds means the person in whose name such Bond is registered in the Bond Register.

“Insurer” or “AGM” shall mean Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company.

“Initial Bond” shall mean the initially issued bond representing the entire principal amount of the Bonds in the form of Exhibit A and used in accordance with the provisions of this Bond Order.

“Interest Payment Date” when used in connection with any Bond, shall mean March 1 and September 1 of each year, commencing March 1, 2022, until the earlier of maturity or redemption.

“Issue Date” or “Date of Delivery” shall mean the date on which the Bonds are delivered to and paid for by the Purchaser.

“Issuer” or “District” when referred to herein, shall mean Harris County Municipal Utility District No. 105.

“Outstanding” when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District on or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

“Outstanding Bonds” shall mean the District’s bonds described in Section 1.1(c) above.

“Paying Agent/Registrar” shall mean Zions Bancorporation, National Association, Houston, Texas a national banking association and its successors in that capacity.

“Person” shall mean any individual, corporation, partnership, joint venture, association, trust, joint stock company, unincorporated organization, government or governmental agency or other legal entity.

“Policy” shall mean the municipal bond insurance policy issued by AGM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

“Purchaser” shall mean the initial purchaser of the Bonds as identified in Section 3.1 hereof.

“Record Date” shall mean the close of business on the fifteenth (15th) calendar day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Registered Owner.

“Registered Owner” or “Registered Holder” shall mean the Person or entity in whose name any Bond is registered in the Register.

“Serial Bonds” shall mean any one or more, as the case may be, of the Bonds maturing on March 1, in the years 2024 through 2050, inclusive.

“System” shall mean the District’s waterworks and sanitary sewer systems owned and operated by the District, together with any additions and extensions thereto and improvements and replacements thereof whenever so constructed or acquired.

“Term Bonds” or “Term Bond” shall mean any one or more, as the case may be, of the Bonds maturing March 1, 20__, March 1, 20__ and March 1, 20__.

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond 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 Bond 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 levy of ad valorem taxes to pay the principal of and interest on the Bonds.

ARTICLE III

SALE OF BONDS

Section 3.1: Sale of Bonds. The sale of the Bonds is hereby awarded to _____ under the terms contained in the official bid for purchase of the Bonds which bid produced the lowest net effective interest rate to the District and acceptance of which has been determined to be in the issuer’s best interest.

Section 3.2: Offering Documents. The Board hereby ratifies, authorizes, and approves, in connection with the sale of the Bonds, the preparation and distribution of the final Official Statement, dated October 18, 2021.

Section 3.3: Approval, Registration, and Delivery. The President or Vice President and the Secretary, Assistant Secretary or Secretary Pro Tempore are hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President, Vice President and Secretary, Assistant Secretary or Secretary Pro Tempore and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to

accomplish the delivery of the Bonds and the District's obligations under this Order; and to assure the investigation, examination, and approval thereof by the Attorney General and the registration of the Initial Bond by the Comptroller. Upon registration of the Initial Bond, the Comptroller (or a deputy in the office of the Comptroller lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Initial Bond and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

ARTICLE IV

TERMS OF THE BONDS

Section 4.1: Amount, Purpose, and Authorization. The Bonds shall be issued in fully registered form, in the total aggregate principal amount of Sixteen Million Seven Hundred Thousand Dollars (\$16,700,000), for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District, and a drainage system for the drainage of lands within the District and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, and to pay all of the related engineering, legal and financial advisory fees in connection therewith, and to pay costs of issuance of the Bonds, all as authorized by the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended and the Public Security Procedures Act, Tex. Gov't. Code Ann. Chapter 1201.

Section 4.2: Designation, Date, and Interest Payment Dates. Each of the Bonds shall be designated "Harris County Municipal Utility District No. 105 Unlimited Tax Bonds, Series 2021". The Bonds shall be numbered serially from R-1 upward, except that the Initial Bond shall be numbered IB-1, and the Initial Bond shall be submitted to the Attorney General for approval and to the Comptroller for registration until cancellation by the Paying Agent/Registrar in accordance with the provisions of this Order. The Bonds shall be dated November 1, 2021, and shall bear interest at the rates set forth in Section 4.3 below, from the later of the Dated Date (as defined herein) or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve (12) thirty (30) day months, payable on March 1 and September 1 of each year, commencing March 1, 2021, until the earlier of maturity or redemption.

Section 4.3: Maturities, Principal Amounts and Interest Rates. The Bonds shall be issued in the principal amounts and bear interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Order. The Bonds shall mature on March 1 in each of the years and in the amounts set out in such schedule. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered. The Bonds are subject to redemption prior to maturity as further described in Article V herein.

Series 2021 Bonds

<u>Serial Bonds</u>		
<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 2024	\$425,000	
March 1, 2025	\$425,000	
March 1, 2026	\$450,000	
March 1, 2027	\$450,000	
March 1, 2028	\$475,000	
March 1, 2029	\$500,000	
March 1, 2030	\$500,000	
March 1, 2031	\$500,000	
March 1, 2032	\$525,000	
March 1, 2033	\$550,000	
March 1, 2034	\$550,000	
March 1, 2035	\$575,000	
March 1, 2036	\$600,000	
March 1, 2037	\$600,000	
March 1, 2038	\$625,000	
March 1, 2039	\$650,000	
March 1, 2040	\$650,000	
March 1, 2041	\$675,000	
March 1, 2042	\$700,000	
March 1, 2043	\$700,000	
March 1, 2044	\$725,000	
March 1, 2045	\$750,000	
March 1, 2046	\$775,000	
March 1, 2047	\$800,000	
March 1, 2048	\$825,000	
March 1, 2049	\$850,000	
March 1, 2050	\$850,000	
<u>Term Bonds</u>		
<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 20__		
March 1, 20__		
March 1, 20__		

Section 4.4: Manner of Payment, Form of Initial Bond and Definitive Bonds, Execution, and Authentication. Principal of the Bonds at maturity or on a redemption date shall be payable in lawful money of the United States of America without deduction for paying agent services at the principal payment office of the Paying Agent/Registrar. The Bonds shall be dated November 1, 2021 and shall bear interest from such Dated Date (as defined herein), and such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022, until the principal sum shall have been paid. The Bonds (other than the Initial Bond in the form of Exhibit A) shall be substantially in the form set forth in Exhibit A-1 to this Order, with such appropriate variations, omissions and insertions as are customary or as are permitted or required by this Order and such letters, numbers or other marks of identification as may be consistent herewith and determined by those officials of the Board executing the Bonds, as evidenced by their signing of the Initial Bond. Any portion of the text of the Bonds may be

printed on the back of such Bond with an appropriate reference placed on the front of the Bond. There may be printed on the Bonds any approving legal opinion and any CUSIP or other identifying number.

Notwithstanding anything to the contrary contained in this Order, the Initial Bond shall be dated November 1, 2021 shall be registered to the Purchaser of the Bonds described in Section 3.1 of this Order, or such other name, entity or person as the Purchaser designates, and the Initial Bond shall be in typed or printed form signed manually by the President and attested to and manually sealed by the Secretary or Secretary Pro Tempore of the District, submitted to the Attorney General for approval and thereafter registered by the Comptroller by manual signature on the Comptroller's Registration Certificate. On the Date of Delivery, the Initial Bond shall be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver the Bonds to the DTC in accordance with Article XII of this order. The Initial Bond may be exchanged for registered Definitive Bonds as described herein and in accordance with the Public Security Procedures Act, Tex. Gov't. Code Ann. § 1201.

In the event the Purchaser instructs the Paying Agent/Registrar in writing five (5) business days prior to the Issue Date to exchange, authenticate, deliver and register Definitive Bonds to those persons named by the Purchaser, including their addresses, the maturities, interest rates and denominations, then the Initial Bond will be cancelled, and Definitive Bonds will be issued, registered and delivered in accordance with the instructions of the Purchaser on the Issue Date. The Paying Agent/Registrar need not accept instructions regarding exchange of the Initial Bond less than five (5) business days before the Issue Date. If such instructions are not timely received, then cancellation of the Initial Bond and delivery of Definitive Bonds may be delayed until the fifth (5th) business day following receipt by the Paying Agent/Registrar of such instructions.

No Bond shall be entitled to any right or benefit under this Bond Order, or be valid or obligatory for any purpose, unless there appears on such Bond (1) with respect to the Initial Bond only, a certificate of registration substantially in the form of Exhibit A executed by the Comptroller of Public Accounts of the State of Texas or duly authorized deputy by manual signature, and (2) with respect to the Definitive Bonds, a certificate of authentication substantially in the form thereof set forth in Exhibit A-1, executed by the manual signature of the Paying Agent/Registrar. Such certificate of registration and/or authentication, as the case may be, upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified and/or authenticated, registered and delivered.

Section 4.5: Ownership. The District, the Paying Agent/Registrar, and any other Person may treat the Registered Owner 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 nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the Registered Owner of any Bond in accordance with this Section 4.5 shall be valid and effective and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 4.6: Registration, Transfer, and Exchange. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at the principal corporate trust office of the Paying Agent/Registrar and, subject to such reasonable regulations as it may

prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar accompanied by an assignment duly executed by the Registered Owner or the Registered Owner's authorized representative in a form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 4.6. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section 4.6 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 Bond is delivered.

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

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the next succeeding Interest Payment Date.

Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

Section 4.7: Payment of Principal and Interest. The principal or redemption price of the Bonds shall be deposited in trust by the District with the Paying Agent/Registrar who shall pay out of same the principal due to the Registered Owners of the Bonds at the maturity thereof, upon surrender of such Bonds to the Paying Agent/Registrar for cancellation.

Interest on the Bonds shall be timely deposited in trust with the Paying Agent/Registrar by the District, and such interest shall be paid by check, dated as of the Interest Payment Date, and mailed on the Interest Payment Date, first class, postage prepaid, or paid by other customary means of transfer of funds, including wire transfer, at the risk and expense of the Registered Owners, to the Registered Owners of the Bonds shown on the records of the Paying Agent/Registrar on the Record Date.

Section 4.8: Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate

and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the District.

If any Bond is lost, destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and orders of the District, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

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

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

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

Each replacement Bond delivered in accordance with this Section 4.8 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 4.9: Cancellation. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the District with certificates of destruction of such Bonds.

ARTICLE V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1: Optional Redemption The District reserves the right, at its option, to redeem Bonds maturing on or after March 1, 2027 prior to maturity, in whole or in part, on March 1, 2026, or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest from the later of the Dated Date or the most recent Interest Payment Date on which interest has been paid or duly provided for to the date fixed for redemption.

The exercise by the District of its option to redeem any Bonds shall be entered in the minutes of the Board of Directors of the District. The District shall, at least forty five (45) calendar days prior to the redemption date (unless a shorter notice shall be satisfactory to the Paying Agent/Registrar), notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds of each stated maturity to be redeemed, in multiples of \$5,000.

Section 5.2: Mandatory Redemption. The Term Bonds which mature on March 1, 20__, March 1, 20__ and March 1, 20__ are subject to mandatory redemption (“Mandatory Redemption”) at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District’s Debt Service Fund as defined in this Order in amounts sufficient to redeem the Bond on March 1 in the years and principal amounts shown on the following schedule:

<u>Series 2021 Term Bonds</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>
(maturity date)	
(maturity date)	
(maturity date)	

While the Bonds are in book-entry only form pursuant to Article XII herein, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book-entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bonds of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of Term Bonds of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of

purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and canceled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

Section 5.3: Selection of Bonds for Optional Redemption. While the Bonds are in book-entry form pursuant to Article XII herein, if less than all the Bonds of a particular maturity are to be redeemed, the Bonds will be selected for redemption by the DTC in accordance with its procedures. If less than all of the entire outstanding principal amount of the Term Bond(s), is any, is to be redeemed, the District will notify the Paying Agent/Registrar of the reductions in the remaining mandatory redemption amounts to result from the optional redemption. If the book entry only system is discontinued, if less than all the Bonds of a particular maturity are to be redeemed, the Paying Agent/Registrar, on behalf of the District, shall select for redemption, by lot or other customary random method, any portion of the principal amount of the Bonds within any given maturity whose principal amount is greater than \$5,000 and whose proration would be necessitated by the nature of the redemption call by the District.

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 of such Bond which has been or is to be redeemed.

Section 5.4: Notice. Notice of redemption shall be sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar in the name of and at the expense of the District, not less than thirty (30) calendar days prior to the redemption date for the Bonds, to each Registered Owner of the Bonds to be redeemed. Such notice shall be sent to each Registered Owner of a Bond to be redeemed at the address appearing on the Register of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

All notices of redemption shall include a statement (1) as to the redemption date, (2) as to the redemption price, (3) as to the principal amount of the Bonds to be redeemed and, if less than all Bonds which are Outstanding are to be redeemed, an identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (4) to the effect that, on the redemption date, the redemption price of each of the Bonds to be redeemed will become due and payable and that interest thereon shall cease to accrue from and after such date, and (5) to the effect that such Bonds are to be surrendered for payment of the redemption price at the office of the Paying Agent/Registrar, and the address of such office.

Section 5.5: Payment. Notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon the surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent/Registrar at the redemption price out of money supplied by the District.

If any Bond called for redemption shall not be so paid on the date set for redemption by reason of the failure of the District to provide collected funds, the same shall continue to bear interest from the redemption date at the rate borne by such Bonds until same is paid by the District.

Section 5.6: Partial Redemption. Any Bond which is to be redeemed only in part shall be surrendered at the office of the Paying Agent/Registrar (if payment is to be made to other than the Registered Owner with due endorsement by, or a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing), and the District shall execute and the Paying Agent/Registrar shall register and deliver to the Registered Owner of such Bond, without service charge to the Registered Owner, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such Registered Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

ARTICLE VI

SECURITY FOR THE BONDS: TAX LEVY

Section 6.1: Tax Levy and Pledge. The Bonds are payable from the proceeds of a direct annual ad valorem tax levied upon all taxable property subject to taxation within the District, without limitation as to rate or amount in the manner provided by Section 54.503(1), Texas Water Code, as amended. During each year while any of the Bonds or interest thereon are outstanding, the District shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the moneys required to provide for the payment of the interest on the Bonds as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures, and such tax shall be based on the certified tax rolls of the District at the time of the levy, with full allowance being made for tax delinquencies and the cost of tax collection. For the current year there shall hereby be levied, and for each year thereafter while the Bonds or any part of the principal of and interest thereon are outstanding and unpaid, there shall be levied, assessed and collected in due time, form and manner, a continuing, direct annual ad valorem tax upon all taxable property in the District in the rate and amount as aforesaid, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Bonds.

Section 6.2: Additional Bonds. The District expressly reserves and shall hereafter have the right to issue in one or more installments, for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system and sewage disposal facilities for the District, and a drainage system for the drainage of lands within the District and for paying fees or charges to any regional water authority or similar entity for charges or contributions lawfully levied on the District, the unissued \$18,650,000 principal amount of unlimited tax bonds which remains authorized pursuant to the May 11, 2013 election, and any unlimited tax bonds or unlimited tax and revenue bonds as may hereafter be authorized at subsequent elections. Furthermore, the District expressly reserves and shall hereafter have the right to issue in one or more installments the following:

(a) **Revenue Bonds.** The District expressly reserves the right to issue bonds payable solely from net revenues of the System for the purpose of completing, repairing, improving, extending, enlarging or replacing the System, and such bonds may be payable from and equally secured by a lien on and pledge of said net revenues of the District's system.

(b) **Inferior Lien Bonds.** The District also reserves the right to issue inferior lien bonds and to pledge the net revenues of the System to the payment thereof, such pledge to

be subordinate in all respects to the lien of the Bonds and any previously issued or subsequently issued bonds which are on a parity with the Outstanding Bonds and the Bonds.

(c) **Special Project Bonds.** The District further reserves the right to issue special project bonds for the purchase, construction, improvement, extension, replacement, enlargement or repair of water, sewer and/or drainage facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions or other entities, such special project bonds to be payable from and secured by the proceeds of such contract or contracts.

(d) **Refunding Bonds.** The District further reserves the right to issue any of its remaining authorized but unissued \$12,002,568.00 principal amount of refunding bonds after the issuance of the Bonds to refund any of the Bonds or Outstanding Bonds, or any additional bonds subject to prior redemption, or any bonds the holders of which have consented to have refunded. The refunding bonds so issued shall enjoy complete equality of lien with the remaining bonds not refunded, if any such bonds remain, and the refunding bonds so issued shall enjoy the priority of lien enjoyed by the bonds being refunded.

(e) **Defined Area Bonds.** The District further reserves the right to issue unissued defined area bonds for the purposes of (1) purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system and sewage disposal facilities, and a drainage system for the drainage of lands in the amount of \$6,400,000; (2) designing, acquiring, construction, financing, and conveying roads in the amount of \$5,000,000; and (3) purchasing, constructing, acquiring, owning, operating, repairing, improving and extending parks and recreational facilities in the amount of \$1,000,000, all to serve a Defined Area in the District comprised of 74.474 acres (“Defined Area”) and authorized at an election held on November 8, 2018 for and within the Defined Area. Future Defined Area Bonds, if issued, will be paid by a tax separately levied and repaid only by the taxpayers in the Defined Area; although the Defined Area taxpayers will also be responsible for repayment of all District debt.

ARTICLE VII

THE PAYING AGENT/REGISTRAR

Section 7.1: Paying Agent/Registrar Agreement. At all times while any of the Bonds are outstanding, the District shall maintain and provide for a Paying Agent/Registrar. Zions Bancorporation, National Association, currently in Houston, Texas is hereby appointed, and the District has entered into an agreement with Zions Bancorporation, National Association for the services of Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar shall be completely responsible for the payment of the principal of and interest on the Bonds upon receipt by the Paying Agent/Registrar of sufficient moneys to pay the principal of and interest on the Bonds from the District, and for the replacement, transfer and exchange of the Bonds under the terms and conditions set forth herein. The Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

Section 7.2: Trust Funds. All moneys transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the District, shall be the property of the District, and shall be disbursed in accordance with this Order.

Section 7.3: Bonds Presented. Subject to the provisions of Section 7.4 of this Order, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

Section 7.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of or interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three (3) years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section 7.4.

Section 7.5: Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its corporate or any other capacity, may become the Registered Owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 7.6: Successor Paying Agent/Registrars. The District retains the right to replace the Paying Agent/Registrar. Further, if the Paying Agent/Registrar or its successor becomes unable for any reason to act as Paying Agent/Registrar hereunder, the District covenants that it will appoint a qualified bank to perform the duties of Paying Agent/Registrar hereunder. Any successor Paying Agent/Registrar shall be either a national or state banking institution and a corporation organized and doing business under the laws of the United States of America or any state thereof, which is authorized under such laws to exercise trust powers, and is subject to supervision or examination by federal or state authority. Upon any change in Paying Agent/Registrar, the District agrees to cause written notice of such change to be sent to each Registered Owner by United States mail, first class, postage prepaid, which notice shall give the address of the successor Paying Agent/Registrar.

ARTICLE VIII

FUNDS AND ACCOUNTS, APPLICATION OF PROCEEDS

Section 8.1: General Fund. The District hereby confirms the prior establishment of the District's General Fund. The District shall deposit as collected all revenues derived from the operation of the System into the District's General Fund, which fund shall be kept separate and apart from all other funds and accounts of the District.

Section 8.2: Debt Service Fund. The District hereby confirms the prior establishment of its Debt Service Fund. From the proceeds of the Bonds there shall be deposited to the Debt

Service Fund accrued interest on the Bonds from the Dated Date to the date of delivery and any capitalized interest. From the levy of District taxes pursuant to Section 6.1 hereof there shall be deposited into the Debt Service Fund all tax revenue pledged for repayment of the Bonds after allowance for delinquencies and cost of collection. Moneys in the Debt Service Fund shall be transferred to the Paying Agent/Registrar prior to any interest and/or principal payment date in an amount sufficient to pay the interest on and principal of the Bonds and Paying Agent/Registrar fees, if due.

Section 8.3: Capital Projects Fund. The District hereby confirms the prior establishment of its Capital Projects Fund. All proceeds of the Bonds not deposited to the Debt Service Fund shall be deposited to the Capital Projects Fund for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and to pay all of the related engineering, legal, financial advisory fees and related expenses as approved by the Commission, and paying the costs of issuance of the Bonds. Any Bond proceeds remaining after completing projects and paying related costs as approved by the Commission shall be considered surplus bond proceeds and shall be expended only in accordance with the rules of the Commission and will be used only for purposes which are consistent in accordance with the purposes described in the May 7, 2005 and May 11, 2012 bond propositions for so long as the bonds are outstanding.

ARTICLE IX

TAX EXEMPTION

Section 9.1: Tax Exemption. The District covenants that it will 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 by Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations and procedures promulgated thereunder, to the extent applicable to the Code (the "Regulations"), necessary to assure that the interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing covenant, the District hereby covenants as follows:

(a) to take any action to insure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess

of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(e) to otherwise restrict the use of the proceeds of the Bonds so that the Bonds do not contravene the requirements of Section 148 of the Code relating to arbitrage;

(f) to refrain from taking any action that would result in the Bonds being “federally guaranteed” obligations for purposes of Section 149(b) of the Code;

(g) to take all necessary steps to comply with the requirement that excess arbitrage profits earned on the investment of the “gross proceeds” of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government, and to maintain such records as will enable the District to fulfill its responsibilities under this section and Section 148 of the Code;

(h) to timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as such Secretary may prescribe;

(i) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds;

(j) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage), section 149(g) of the Code (relating to hedge bonds), and, to the extent applicable, section 149(d) of the Code (relating to advance refundings).

All officers, employees, and agents of the District are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District

regarding the foregoing as of the date the Bonds are delivered. In complying with the foregoing covenants, the District may rely from time to time upon an opinion issued by nationally recognized bond counsel to the effect that any action by the District in reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Section 9.2. Qualified Tax Exempt Obligations. The District has not designated the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

Section 9.3: Allocation of, and Limitation on, Expenditures for the Project. The District covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 4.1 of this Order (the "Project") on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the District shall not expend sale proceeds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the District obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 9.4: Disposition of Project. The District covenants that the property constituting the Project will not be sold or otherwise disposed 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 that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 9.5: Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 9.6: Continuing Compliance. 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 U.S. 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 exemption from federal income taxation of interest on the Bonds 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 exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such

intention, the District hereby authorizes and directs the President of the Board of Directors of the District to execute any documents, certificates or reports required by the Code and 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.

Section 9.7: Written Procedures. Unless superseded by another action of the District, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the District hereby adopts and establishes the instructions attached hereto and incorporated by reference herein as Exhibit “B” as the District’s written procedures.

ARTICLE X

INSURANCE, AUDITS AND REPORTING

Section 10.1: Maintenance and Insurance. The District covenants and agrees that while the Bonds remain Outstanding, it will maintain and operate the System and maintain casualty loss and other insurance on the System of a kind and in such amounts customarily carried on similar systems by municipal utility districts in the State of Texas; that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

The District specifically covenants that the System shall be maintained in good condition and operated in an efficient manner at a reasonable cost. So long as any of the Bonds are Outstanding, the District covenants to maintain insurance on such parts of the System as are usually insured by municipal utility districts and political subdivisions in Texas operating like properties in similar locations under the same circumstances with a responsible insurance company or companies against risks, accidents, or casualties against which and to the extent insurance is usually carried by such municipal corporations and political subdivisions; provided, however, that at any time while any contractor engaged in construction work shall be fully responsible therefor, the District shall not be required to carry such insurance.

In the event of any loss or damage, the District covenants that it will reconstruct or repair the destroyed or damaged portion of the System and will apply the proceeds of the insurance policies covering such loss or damage solely for that purpose. The District covenants that it will begin such reconstruction or repair promptly after such loss or damage shall have occurred and will continue and properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds so that the same shall be completed and the property be free and clear of all mechanics’ and other liens or claims.

Section 10.2: Books, Records, Audits, and Reporting. The District further covenants and agrees that so long as any of the Bonds or any interest thereon remains Outstanding and unpaid, it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by applicable law. The District further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants, as required by law.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.1: Definitions. As used in this Article, the following terms have the meanings ascribed below:

“EMMA” means the Electronic Municipal Market Access system of the Municipal Securities Rule Making Board.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 11.2: Annual Reports. The District shall provide at least annually to the MSRB through EMMA or such other SEC method approved by the SEC, within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 3.2 of this Bond Order, being the information described in this Article. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in this Article and (2) audited, if the District commissions an audit of such statements and the audit is complete within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available.

If the District changes its fiscal year, it 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.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any publicly available document available on the MSRB website or filed with the SEC as permitted by SEC Rule 15c2-12. Any filing made hereunder may be made solely by transmitting such filing to the MSRB in electronic format as prescribed by MSRB currently to www.emma.msrb.org and shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.3: Event Notices. The District shall notify the MSRB, within 10 business days of occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
6. Defeasances;
7. Rating changes;
8. Tender offers;
9. Bankruptcy, insolvency, receivership or similar proceeding of the District; and
10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District, any of which reflect financial difficulties.

Section 11.4: Material Event Notices. The District shall notify the MSRB, within 10 business days of occurrence of the event, of any of the following events with respect to the Bonds, if such event is material within the meaning of federal securities laws:

1. Non-payment related defaults;
2. Modification to rights of holders of the Bonds;
3. Bond calls;
4. Release, substitution or sale of property securing repayment of the Bonds;
5. 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;
6. Appointment of a successor or additional trustee or the change of the name of a trustee;
7. Incurrence of a financial obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of financial obligation of the District any of which affect security holders.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Article by the time required by such Section. Any filing under this Section/Article may be made solely by transmitting such filing to the MSRB in electronic format as prescribed by MSRB currently to www.emma.msrb.org and shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.5: Limitations, Disclaimers and Amendments. 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 the notice required by this

Article of any Bond calls and defeasances that cause the District to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to 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, condition, or prospects and does not hereby 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 sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR 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 OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the 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 (2) either (a) the Registered Owners of a majority in aggregate principal amount of the Bonds Outstanding 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 Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it 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.

Section 11.6: Description of Annual Financial Information. The following information is referred to in Section 11.2 of this Article:

(a) Annual Financial Statements and Operating Data. The financial information and operating data with respect to the District to be provided annually in accordance with such Section 11.2 are as specified below:

Annual Financial Statements and Operating Data. The financial information and operating data with respect to the District to be provided annually are under the headings: The sections titled “SELECTED FINANCIAL INFORMATION,” “TAX DATA” and in “APPENDIX A” to the Official Statement, the Annual Financial Report of the District

(b) Accounting Principles. The accounting principles referred to in herein are generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state law or regulation, or as otherwise stated in the financial statements.

ARTICLE XII

BOOK ENTRY PROCEDURES

Section 12.1: Registration of Nominee of DTC. Notwithstanding the procedures set forth in this Order relating to registration and exchange of the Bonds, the Initial Bond shall be delivered against payment to the Purchaser. The Purchaser shall be required to promptly surrender the Initial Bond to the Paying Agent/Registrar for exchange. Bonds issued in exchange shall be registered in the name of CEDE & CO., as nominee of the Depository Trust Company, New York, New York (“DTC”), as Registered Owner of the Bonds, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Bonds will not receive physical delivery of Bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Section 12.2: Obligation of Paying Agent/Registrar and District to DTC Participants. With respect to Bonds registered in the name of CEDE & CO., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on whose behalf a DTC Participant holds an interest in the Bonds except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/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 Registered Owner of the Bonds, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, and (iii) the payment to any DTC Participant or any other Person, other than a Registered Owner of the Bonds, as shown in the Register, of any amount with respect to principal of or premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Registered Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the Order of the respective Registered Owners, as shown in the Register 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 payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/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 checks being mailed to the Registered Owner of record as of the Record Date, the phrase "CEDE & CO." in this Order shall refer to such new nominee of DTC.

Section 12.3: Blanket Issuer Letter of Representations. The execution and delivery of the Blanket Issuer Letter of Representations from the District to DTC, which sets forth their mutual understanding with respect to all issues, including the Bonds, which the District shall request be made eligible for deposit by the DTC, is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

Section 12.4: Replacement of DTC or Issuance of Replacement Bonds. Replacement Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds (which determination shall become effective no less than ninety (90) days after delivery of written notice to such effect to the District and the Paying Agent/Registrar); or (ii) the District has advised DTC of its determination (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any of the foregoing events, the District shall use its best efforts to attempt to locate another qualified securities depository. If the District fails to locate another qualified securities depository to replace DTC, the District shall cause to be authenticated and delivered replacement Bonds, in certificate form, to the beneficial owners of the Bonds. In the event that the District makes the determination noted in (ii) above (provided that the District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the District to make any such determination), and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to beneficial owners of the Bonds as shown on the records of DTC provided to the District.

Section 12.5: DTC Requirements to be met. Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering or transferring Bonds shall be deemed modified to require the

appropriate Person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

Section 12.6: Payments to CEDE & CO. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

Section 12.7: Cessation of DTC as Securities Depository. If at any time, DTC ceases to hold the Bonds as securities depository, all references herein to DTC shall be of no further force or effect.

ARTICLE XIII

MUNICIPAL BOND INSURANCE

ASSURED GUARANTY MUNICIPAL CORP.

Statement of Insurance. The following Statement of Insurance shall be printed on the Initial Bond and Definitive Bonds:

Statement of Insurance

Assured Guaranty Municipal Corp. (“AGM”), 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 Zions Bancorporation, National Association, 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 AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ARTICLE XIV

MISCELLANEOUS

Section 14.1: Defeasance. The District may defease the Bonds and discharge its obligation to the Registered Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner permitted by law. Upon such defeasance, the Bonds shall no longer be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the District.

Section 14.2: Remedies Upon Default. In addition to all of the rights and remedies provided by the laws of the State of Texas, the District further covenants and agrees that in the event of default in the payment of the principal of or any interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund or defaults in the observance or performance of any other covenants, conditions or obligations set forth in this Bond Order, the following remedies shall be available:

(a) The Registered Owners of the Bonds shall be entitled to 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 Bond Order.

(b) Any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power and shall not 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 14.3: Annexation, Strategic Partnership Agreement and Consolidation

(a) The District is located wholly within the extraterritorial jurisdiction of the City of Houston, Texas (the "City"). The District is party to a Strategic Partnership Agreement with the City pursuant to which the City has annexed a portion of the District for limited purposes and has agreed for a 30-year period, beginning December 24, 2009, not to annex the District for full purposes. If upon termination of the Strategic Partnership Agreement the District is annexed by the City for full purposes, the City must assume all the debts, liabilities and obligations of the District, including the Bonds, and the Outstanding Bonds, and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the City is thereafter required to levy and collect taxes on all taxable property in the City sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and other obligations of the District as they become due and payable.

(b) The laws of the State of Texas permit the District to be consolidated with one or more other conservation and reclamation districts. In that event, the District reserves the right to consolidate its System with a similar system of one or more such districts with which the District is consolidating. The District further reserves the right to:

(1) assume such other district's bonds, notes or other obligations and voted but unissued bonds payable in whole or in part from taxation, and to provide for the joint levy of taxes to pay for the bonds so assumed;

(2) apply the net revenues from the operation of such consolidated system to the payment of principal, interest, redemption price and bond charges on any revenue bonds or combination unlimited tax and revenue bonds of the District and/or of the district or districts with which the District is consolidating, if any, without preference to any series of bonds with the same parity, provided that any subordinate lien revenue bonds shall continue to be subordinate to first lien revenue bonds of the consolidating districts; and

(3) pledge the net revenues of the consolidated system to the payment of principal, interest, redemption price and bond charges on revenue bonds which may be issued by

the consolidating districts on a parity with the outstanding first lien revenue bonds of the consolidating districts.

Section 14.5: Amendment of Bond Order. The District may, without the consent of or notice to any Registered Owners of the Bonds, amend, change or modify this Bond Order as may be required (1) by the provisions hereof, (2) for the purpose of curing any ambiguity, inconsistency, error or formal defect or omission herein, or (3) in connection with any other change which is not to the prejudice of any Registered Owner of the Bonds. Except for such amendments, changes and modifications, the District shall not amend, change or modify this Bond Order in any manner without the written consent of each Registered Owner of the Bonds, including particularly any amendment, change or modification which would (1) extend the time or times of payment of the principal of and interest (or accrual of interest) on the Bonds, or reduce the principal amount thereof or the rate of interest thereon or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) create any lien ranking prior to or on a parity with the lien of the Bonds except for additional bonds as set forth in Section 6.2 hereof, (3) give preference of any Bond over any other bond, or (4) extend any waiver of default to subsequent defaults.

Section 14.6: Legal Holidays. In any date on which interest is payable on the Bonds or principal of the Bonds matures and such date shall be a legal holiday for the Paying Agent/Registrar or a day on which the Paying Agent/Registrar is authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding day which is not a legal holiday for the Paying Agent/Registrar or a day on which the Paying Agent/Registrar is authorized by law to close, and such payment on such succeeding day shall be treated with the same force and effect as if made on the Interest Payment Date or the date of maturity and no interest shall accrue for the period from the Interest Payment Date or maturity date to the date of actual payment.

Section 14.7: No Recourse Against District Officials. No recourse shall be had for the payment of principal of or interest on any of the Bonds or for any claim based thereon or on this Order against any official of the District or any person executing any Bonds.

Section 14.8: Further Proceedings. The President, the Vice President, the Secretary, the Assistant Secretary 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 or effectuate the intent of this Order.

Section 14.9: Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 14.10: Open Meeting. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the Board of Directors at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Act, Tex. Gov't. Code Ann. §551.001 et seq, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered, and formally acted upon. The Board

of Directors further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 14.11: Repealer. All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED THIS October 18, 2021.

PAMELA BRANDENBURG

President

ATTEST:

KATHY CONES

Secretary

[SEAL]

Exhibits:

Form of Initial Bond - A

Form of Definitive Bond - A-1

Written Procedures Relating to Continuing Compliance with Federal Tax Covenants - B

EXHIBIT A- FORM OF INITIAL BOND

Statement of Insurance

Assured Guaranty Municipal Corp. ("AGM"), 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 Zions Bancorporation, National Association, 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 AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

UNITED STATES OF AMERICA
STATE OF TEXAS

No. IB-1

Registered \$16,700,000

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105
UNLIMITED TAX BONDS
SERIES 2021

DATED DATE: November 1, 2021

Serial Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 2024	\$425,000	
March 1, 2025	\$425,000	
March 1, 2026	\$450,000	
March 1, 2027	\$450,000	
March 1, 2028	\$475,000	
March 1, 2029	\$500,000	
March 1, 2030	\$500,000	
March 1, 2031	\$500,000	
March 1, 2032	\$525,000	
March 1, 2033	\$550,000	
March 1, 2034	\$550,000	
March 1, 2035	\$575,000	
March 1, 2036	\$600,000	
March 1, 2037	\$600,000	
March 1, 2038	\$625,000	
March 1, 2039	\$650,000	
March 1, 2040	\$650,000	
March 1, 2041	\$675,000	
March 1, 2042	\$700,000	
March 1, 2043	\$700,000	
March 1, 2044	\$725,000	
March 1, 2045	\$750,000	
March 1, 2046	\$775,000	
March 1, 2047	\$800,000	
March 1, 2048	\$825,000	
March 1, 2049	\$850,000	
March 1, 2050	\$850,000	

Term Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
----------------------	-------------------------	----------------------

March 1, 20__
March 1, 20__
March 1, 20__

REGISTERED OWNER: CEDE & CO., as nominee for the Depository Trust Company, New York New York, (“DTC”)

Harris County Municipal Utility District No. 105 (the “District”), a body politic and corporate, and a political subdivision and governmental agency of the State of Texas, for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the source and in the manner hereinafter provided, on the Maturity Date specified above, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for in accordance with the Bond Order (as hereinafter defined), upon presentation and surrender of this Bond, the principal amount identified above and to pay interest on such sum from the Dated Date hereof (as defined in the Bond Order) or the most recent Interest Payment Date at the per annum rate set forth above calculated on the basis of a 360-day year, semiannually on March 1 and September 1 of each year, commencing March 1, 2022 until the payment of such sum shall have been made or provided for. Principal of this Bond is payable on presentation and surrender of this Bond in lawful money of the United States of America, without deduction for paying agent services, to the Paying Agent/Registrar, currently Zions Bancorporation, National Association, Houston, Texas (the “Paying Agent/Registrar”), a national banking association. All interest on this Bond payable prior to the maturity hereof shall be paid by check mailed to the registered owner hereof at its address as it appears on the registration books of the Paying Agent/Registrar. The registered owner of this Bond shall be determined in each case as of the close of business on the fifteenth (15th) calendar day of the calendar month next preceding the Interest Payment Date.

This Bond is the duly authorized Initial Bond representing the entire principal amount of the District’s Unlimited Tax Bonds, Series 2021 (the “Bonds”), aggregating in principal amount \$16,700,000, authorized by a Bond Order (the “Bond Order”) adopted by the Board of Directors of the District on October 18, 2021, pursuant to and in full conformity with the Constitution and the laws of the State of Texas. The Bonds, which pay interest semiannually until maturity or earlier redemption, are issued for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for the drainage of lands within the District, and payment of the costs of issuance of the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended, and the Public Security Procedures Act, Tex. Gov’t. Code Ann. §1201 et seq. (Vernon 2008).

This Bond and the other Bonds of the series of which it is a part are payable from the proceeds of a direct annual ad valorem tax levied upon all taxable property subject to taxation within the District, without limitation as to rate or amount in the manner provided by Section 54.503(1), Texas Water Code, as amended.

Bonds of this issue scheduled to mature on March 1, 2027 and thereafter, shall be callable for redemption prior to maturity, at the option of the District, in whole or in part, on March 1 2026, or on any date thereafter, for the purpose of retirement or refunding, or both, at par in addition to unpaid accrued interest to the date of redemption. If less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar on behalf of the District in accordance with the Bond Order.

The Term Bonds that mature on March 1, 20__, March 1, 20__ and March 1, 20__ (“Term Bonds”) are subject to mandatory redemption (“Mandatory Redemption”) at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District’s Debt Service Fund as defined in the Bond Order in amounts sufficient to redeem the Bonds on March 1 in the years and principal amounts shown on the following schedule:

Series 2021 Term Bonds
Redemption Date Principal Amount

(maturity date)

(maturity date)

(maturity date)

While the Bonds are in book entry only form pursuant to Article XII of the Bond Order, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bond of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of the Term Bond of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and canceled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

In the event all or any part of the Bonds then outstanding shall be called for redemption before maturity, notice thereof in writing shall be mailed, properly stamped and addressed, to each registered owner of the Bonds to be redeemed, at least thirty (30) days before the date fixed for redemption. Payment of interest shall cease upon the date set for redemption, and the Paying Agent/Registrar shall notify the registered owner hereof, in writing, of both the redemption date and the termination of payment or accrual of interest.

As provided in the Bond Order and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register of the District, upon surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, currently Zions Bancorporation, National Association, Houston, Texas, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the registered owner hereof, or the registered owner's attorney duly authorized in writing, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15th) calendar day of the month next preceding an interest payment date and ending at the close of business on the next succeeding interest payment date. Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

The District, the Paying Agent/Registrar, and any agent of either of them shall treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the District, the Paying Agent/Registrar, nor any agent shall be affected by notice to the contrary.

The District reserves the right to issue additional bonds and other evidences of indebtedness in the manner provided by Chapters 49 and 54, Texas Water Code, as amended, including without limitation, inferior lien bonds, refunding bonds, revenue bonds and special project bonds. Reference is made to the Bond Order for a complete description of the right to issue such additional bonds.

The District is located wholly within the extraterritorial jurisdiction of the City of Houston, Texas (the "City"). The District is party to a Strategic Partnership Agreement with the City pursuant to which the City has annexed a portion of the District for limited purposes and has agreed for a 30-year period, beginning December 14, 2009, not to annex the District for full purposes. If upon termination of the Strategic Partnership Agreement the District is annexed by the City for full purposes, the City must assume all the debts, liabilities and obligations of the District, including the Bonds and the Outstanding Bonds and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the city is thereafter required to levy and collect taxes on all taxable property in the city sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as it becomes due and payable. There are also provisions of state law which permit the consolidation of a district with one or more other districts. Reference is hereby made to the Bond Order for a more complete description of the terms, conditions and circumstances under and by virtue of which the District may be annexed or consolidated, and to the provisions of which the registered holder of this Bond is acceptance hereof expressly consents.

No Bond shall be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order until the certificate of registration hereon shall have been signed by the Comptroller of Public Accounts of the State of Texas.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond and the Bonds is duly authorized by law; that all acts, conditions and things required to exist and necessary to be done or performed precedent to and in the issuance of this Bond and the Bonds to render the same lawful, valid and binding have been properly done and performed and have happened in regular and due time, form and manner as required by law; that all acts, conditions and things necessary to be done or performed by the District or to have happened precedent to and in the execution and delivery of the Bond Order have been done and performed and have happened in regular and due form as required by law; that due provision has been made in the Bond Order for the payment of the principal of and interest on this Bond and the Bonds by the levy of a direct annual ad valorem tax upon all taxable property in the District sufficient to pay the principal of and interest on this Bond in the manner provided by Section 54.503(1), Texas Water Code; as amended, that payment in full for the Bonds has been received; and that the issuance of the Bonds does not contravene or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name by the President of its Board of Directors and to be attested to by the Secretary of its Board of Directors both by their respective manual signatures, and the official seal of the District to be placed hereon.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

By /s/ PAMELA BRANDENBURG
President, Board of Directors

ATTEST:

 /s/KATHY CONES
Secretary, Board of Directors
(SEAL)

OFFICE OF THE COMPTROLLER §
 § REGISTER NO. _____
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 him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Harris County Municipal Utility District No. 105, and said Bond has this day been registered by me.

Witness my hand and seal of office, at Austin, Texas, this _____.

Comptroller of Public Accounts
of the State of Texas

EXHIBIT A-1
FORM OF DEFINITIVE BOND
Statement of Insurance

Assured Guaranty Municipal Corp. (“AGM”), 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 Zions Bancorporation, National Association, 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 AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

UNITED STATES OF AMERICA
STATE OF TEXAS

NO. R-

REGISTERED \$

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105
UNLIMITED TAX BONDS
SERIES 2021

<u>INTEREST RATE</u>	<u>CUSIP:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>
_____ %	_____	March 1, 20__	November 1, 2021

PRINCIPAL AMOUNT: _____ DOLLARS
REGISTERED OWNER: CEDE & CO, as nominee of the Depository Trust Company, New York, New York (“DTC”)

Harris County Municipal Utility District No. 105 (the “District”), a body politic and corporate, and a political subdivision and governmental agency of the State of Texas, for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the source and in the manner hereinafter provided, on the Maturity Date specified above, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for in accordance with the Bond Order (as hereinafter defined), upon presentation and surrender of this Bond, the principal amount identified above and to pay interest on such sum from the Dated Date hereof (as defined in the Bond Order) or the most recent Interest Payment Date at the per annum rate set forth above calculated on the basis of a 360-day year, semiannually on March 1 and September 1 of each year, commencing March 1, 2022 until the payment of such principal sum shall have been made or provided for. Principal of this Bond is payable on presentation and surrender of this Bond in lawful money of the United States of America, without deduction for paying agent services, to the Paying Agent/Registrar, currently Zions Bancorporation, National Association, Houston, Texas (the “Paying Agent/Registrar”), a national banking association. All interest on this Bond payable prior to the maturity hereof shall be paid by check mailed to the registered owner hereof at its address as it appears on the registration books of the Paying Agent/Registrar. The registered owner of this Bond shall be determined in each case as of the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date.

This Bond is one of the duly authorized Bonds of the District’s Unlimited Tax Bonds, Series 2021 (the “Bonds”), aggregating in the principal amount of \$16,700,000, authorized by a Bond Order (the “Bond Order”) adopted by the Board of Directors of the District on October 18, 2021 pursuant to and in full conformity with the Constitution and the laws of the State of Texas. The Bonds, which pay interest semiannually until maturity or earlier redemption, are issued for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, and extending a water and sanitary sewer system, a surface water system, and sewage disposal facilities for the District and a drainage system for drainage of lands within the District, and payment of the costs of issuance of the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended and the Public Security Procedures Act, Tex. Gov’t. Code Ann. §1201 et seq. (Vernon 2008).

This Bond and the other Bonds of the series of which it is a part are payable from the proceeds of a direct annual ad valorem tax levied upon all taxable property subject to taxation within the District, without limitation as to rate or amount in the manner provided by Section 54.503(1), Texas Water Code, as amended.

Bonds of this issue scheduled to mature on March 1, 2027 and thereafter, shall be callable for redemption prior to maturity, at the option of the District, in whole or in part, on March 1, 2026, or on any date thereafter, for the purpose of retirement or refunding, or both, at par in addition to unpaid accrued interest to the date of

redemption. If less than all of the Bonds of a particular maturity are to be redeemed at any time, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar on behalf of the District in accordance with the aforesaid Bond Order.

The Term Bonds that mature on March 1, 20__, March 1, 20__ and March 1, 20__ (“Term Bonds”) are subject to mandatory redemption (“Mandatory Redemption”) at a price equal to 100% of the principal amount thereof plus accrued interest to the redemption dates from amounts which are required to be deposited in the District’s Debt Service Fund as defined in the Bond Order in amounts sufficient to redeem the Bonds on March 1 in the years and principal amounts shown on the following schedule:

Series 2021 Term Bonds
Redemption Date Principal Amount

(maturity date)

(maturity date)

(maturity date)

While the Bonds are in book entry only form pursuant to Article XII of the Bond Order, the Term Bonds will be selected for Mandatory Redemption by the DTC in accordance with its procedures. If the book entry only system is discontinued, the Term Bonds will be selected for Mandatory Redemption by lot or other customary random method.

The principal amount of the Term Bond of a given maturity required to be redeemed pursuant to the operation of such Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of the Term Bond of such maturity which, at least fifty (50) days prior to the date of such Mandatory Redemption, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Registrar for cancellation, (2) shall have been purchased and canceled by the Registrar at the request of the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not thereto credited against a Mandatory Redemption requirement.

In the event all or any part of the Bonds then outstanding shall be called for redemption before maturity, notice thereof in writing shall be mailed, properly stamped and addressed, to each registered owner of the Bonds to be redeemed, at least thirty (30) days before the date fixed for redemption. Payment of interest shall cease upon the date set for redemption, and the Paying Agent/Registrar shall notify the registered owner hereof, in writing, of both the redemption date and the termination of payment or accrual of interest.

As provided in the Bond Order and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register of the District, upon surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, currently Zions Bancorporation, National Association, Houston, Texas, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the registered owner hereof, or the registered owner’s attorney duly authorized in writing, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations of \$5,000 or integral multiples thereof, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond during a period beginning at the opening of business on the fifteenth (15th) calendar day of the month next preceding an interest payment date and ending at the close of business on the next succeeding interest payment date.

Neither the District nor the Paying Agent/Registrar shall be required to (1) issue, transfer or exchange any Bond selected for redemption during a period beginning at the opening of business fifteen (15) calendar days before the date of the first mailing of a notice of redemption of Bonds hereunder and ending at the close of business on the day of such mailing, or (2) thereafter to transfer or exchange any Bond so selected for redemption in whole or in part where such redemption is scheduled to occur within thirty (30) calendar days.

The District, the Paying Agent/Registrar, and any agent of either of them shall treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the District, the Paying Agent/Registrar, nor any agent shall be affected by notice to the contrary.

The District reserves the right to issue additional bonds and other evidences of indebtedness in the manner provided by Chapters 49 and 54, Texas Water Code, as amended, including without limitation, inferior lien bonds, refunding bonds, revenue bonds and special project bonds. Reference is made to the Bond Order for a complete description of the right to issue such additional bonds.

The District is located wholly within the extraterritorial jurisdiction of the City of Houston, Texas (the "City"). The District is party to a Strategic Partnership Agreement with the City pursuant to which the City has annexed a portion of the District for limited purposes and has agreed for a 30-year period, beginning December 14, 2009, not to annex the District for full purposes. If upon termination of the Strategic Partnership Agreement the District is annexed by the City for full purposes, the City must assume all the debts, liabilities and obligations of the District, including the Bonds and the Outstanding Bonds and must perform all of the functions of the District, including the provision of services. If the District is annexed for full purposes and the obligations thereof payable in whole or in part from ad valorem taxes become obligations of the City, the city is thereafter required to levy and collect taxes on all taxable property in the city sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as it becomes due and payable. There are also provisions of state law which permit the consolidation of a district with one or more other districts. reference is hereby made to the Bond Order for a more complete description of the terms, conditions and circumstances under and by virtue of which the District may be annexed or consolidated, and to the provisions of which the registered holder of this Bond is acceptance hereof expressly consents.

No Bond shall be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order until the certificate of authentication hereon shall have been signed by the Paying Agent/Registrar.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond and the Bonds is duly authorized by law; that all acts, conditions and things required to exist and necessary to be done or performed precedent to and in the issuance of this Bond and the Bonds to render the same lawful, valid and binding have been properly done and performed and have happened in regular and due time, form and manner as required by law; that all acts, conditions and things necessary to be done or performed by the District or to have happened precedent to and in the execution and delivery of the Bond Order have been done and performed and have happened in regular and due form as required by law; that due provision has been made in the Bond Order for the payment of the principal of and interest on this Bond and the Bonds by the levy of a direct annual ad valorem tax upon all taxable property in the District sufficient to pay the principal of and interest on this Bond in the manner provided by Section 54.503(1), Texas Water Code, as amended; that payment in full for the Bonds has been received; and that the issuance of the Bonds does not contravene or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name by the President of its Board of Directors and to be attested to by the Secretary or Secretary Pro Tempore of its Board of Directors both by their respective manual signatures, and the official seal of the District to be placed hereon.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

By /s/ PAMELA BRANDENBURG
President, Board of Directors

ATTEST:

 /s/KATHY CONES
Secretary, Board of Directors

(SEAL)

Certificate of Authentication

This is one of the Bonds referred to in the within-mentioned Bond Order. The undersigned Paying Agent/Registrar hereby certifies that on file in its office is an opinion of the Attorney General of the State of Texas approving the originally issued Bonds and the proceedings relating thereto and that such Bonds contain a Certificate of Registration by the Comptroller of Public Accounts of the State of Texas.

Zions Bancorporation, National Association, as Paying Agent/Registrar

By: _____
Authorized Signatory
Amegy Bank Division

DATED

Assignment

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____
(Transferee), (Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within 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 with the name of the Registered Owner as it appears on the face of the within Bond in every particular

(Bank, Trust Company, or Brokerage Firm)

(Authorized Representative)

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entirety
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UNIF GIFT MIN ACT - _____ - Custodian for _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in list above.

EXHIBIT “B”

**WRITTEN PROCEDURES RELATING TO CONTINUING
COMPLIANCE WITH FEDERAL TAX COVENANTS**

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Harris County Municipal Utility District No. 105 Unlimited Tax Bonds, Series 2021 in the par amount of \$16,700,000 (the “Bonds”) the District’s Board of Directors (the “Responsible Persons”) will :

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Bonds (“Issue Date”);
- restrict the yield of the investments to the yield on the Bonds after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund, to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the District’s Board of Directors will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in this Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt bonds or obligations, such records shall be maintained until the three (3) years after the refunding bonds or obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

I, the undersigned Secretary of the Board of Directors of Harris County Municipal Utility District No. 105 hereby certify that the foregoing is a true and correct copy of the Bond Order and excerpts of minutes, which Bond Order was adopted by said Board of Directors at its **regular** meeting on October 18, 2021, as same appear of record in the official minutes of said Board of Directors on file in said District’s office.

I further certify that said meeting was open to the public, and that notice was given in compliance with the provisions of Tex. Gov’t. Code Ann. § 551.001 et seq. as adopted.

Witness my hand and the official seal of said District, this _____.

Secretary

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

General Certificate

We, the undersigned President and Secretary of Harris County Municipal Utility District No. 105 (“the District”), in connection with the District’s \$16,700,000 Unlimited Tax Bonds, Series 2021 (the “Bonds”), hereby certify as follows:

1. Qualification of Officials. All presently appointed or elected officials of the District are qualified, and those required by statute to furnish bonds, including its directors, have made and furnished bonds which have been filed and approved as provided by law.

2. Taxes on Ad Valorem Basis. Any taxes assessed, levied and to be collected by the District are upon the ad valorem basis as provided by law.

3. Area of District Not Within Incorporated City Limits, But Within City’s Extraterritorial Jurisdiction. No incorporated city or town, or portion thereof, is included within the area of the District. All of the District lies within the extraterritorial jurisdiction of the City of Houston, Texas.

4. Revenue, Bond Anticipation or Tax Anticipation Notes. The District does not have outstanding any revenue notes, bond anticipation notes, or tax anticipation notes, as contemplated by Sections 49.153, 49.154, 49.303 or 49.304 of the Texas Water Code, as amended.

5. No Limitation of Indebtedness. The board of directors of the District has never adopted a resolution, made an order or taken any action limiting the indebtedness which may be incurred by the District; no request has been made to said board by any resident of the District, property owner therein, or other person, that such a limitation be adopted or imposed; and no election on such question has ever been held for or within the District.

6. The Interest Rate: Further, the net effective interest rate of _____% on the Bonds does not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly 20 Bond Index during the one-month period next preceding the date the notice of the sale of the Bonds was given.

7. No Encumbrance. The District does not have outstanding at this time any bonds or obligations of any nature whatsoever, and particularly no revenue bonds or obligations, which are payable from or secured by a pledge of taxes or the net revenues of said system are not pledged to the payment of any obligations, EXCEPT for the following:

\$6,135,000 of the District’s \$7,915,000 Unlimited Tax Refunding Bonds, Series 2013 dated May 1, 2013;

\$2,420,000 of the District’s \$2,720,000 Unlimited Tax Bonds, Series 2015 dated February 1, 2015;

\$5,225,000 of the District’s \$5,530,000 Unlimited Tax Bonds, Series 2015A dated May 1, 2015;

\$6,150,000 of the District's \$6,500,000 Unlimited Tax Bonds, Series 2016 dated April 1, 2016;

\$9,250,000 of the District's \$9,500,000 Unlimited Tax Bonds, Series 2017 dated June 1, 2017;

\$6,100,000 of the District's \$6,100,000 Unlimited Tax Bonds, Series 2018 dated June 1, 2018;

\$12,050,000 of the District's \$12,565,000 Unlimited Tax Refunding Bonds, Series 2019 dated June 1, 2019;

\$9,390,000 of the District's \$9,390,000 Unlimited Tax Bonds, Series 2019A dated September 1, 2019; and

\$10,550,000 of the District's \$10,550,000 Unlimited Tax Bonds, Series 2020 dated July 1, 2020.

8. Debts. Except for the Bonds, the District does not have any debts or indebtedness other than the obligations listed in paragraph number 7 above.

9. Depository. The board of directors has appointed a depository for the District, and said depository has qualified and has agreed to furnish proper security for all funds to be deposited with it by the District.

10. Current Boundary. There have been no changes in the area or boundaries of the District since its creation by order of the Texas Water Rights Commission, predecessor to the Texas Commission on Environmental Quality (the "Commission"), dated July 28, 1976, except for the exclusion of 600.009 acres by order of the Board of Directors on February 3, 1977, the addition of 157.6404 acres by order of the Board of Directors on September 18, 2001, the addition of 163.096 acres by order of the Board of Directors on October 19, 2003, the addition of 211.238 acres by order of the Board of Directors on December 12, 2006, the addition of 357.822 acres by order of the Board of Directors on September 14, 2011, the addition of 74.474 acres by order of the Board of Directors on January 28, 2015 and the addition of 8.2251 acres by order of the Board of Directors on August 20, 2018. No litigation is pending or, to the knowledge of the undersigned, threatened, either in state or federal courts challenging the boundaries of the District.

11. Compliance with Approving Orders of the Texas Commission on Environmental Quality. The District was created by order of the Texas Water Rights Commission (predecessor to the Texas Commission on Environmental Quality) dated July 28, 1976. The District remains a lawfully created municipal utility district operating under the provisions of Chapters 49 and 54 of the Texas Water Code. All data required to be filed by the District with the Texas Commission on Environmental Quality pursuant to said Texas Water Code or the Rules of the Commission have been so filed.

12. Compliance with Consent Ordinances of the City of Houston. The members of the Board of Directors of said District have read and are fully aware of the terms and conditions of (1) Resolution No. 75-1887 of the City of Houston ("City") consenting to the creation of the

District; (2) Ordinance No. 2001-819 consenting to the addition of 157.6404 acres of land; (3) Ordinance No. 2003-712 consenting to the addition of 163.096 acres of land; (4) Ordinance No. 2006-332 consenting to the addition of 211.238 acres of land; (5) Ordinance No. 2011-649 consenting to the addition of 357.822 acres of land; (6) Ordinance No. 2015-17 consenting to the addition of 74.474 acres of land; and (7) Ordinance No. 2018-606 consenting to the addition of 8.225 acres of land and said Board and District have complied and will continue to comply with all of the terms and conditions of such Ordinances.

13. Compliance with Federal Voting Rights Act and Texas Election Code. The District has heretofore complied with the provisions of the Federal Voting Rights Act of 1965, as amended, and with the provisions of Chapter 272 of the Texas Election Code, as amended.

14. Incumbency. The persons named below are the duly elected or appointed, qualified and acting officials of the District, each holding the office appearing opposite his or her name.

<u>Directors</u>	<u>Offices</u>	<u>Terms Expire</u>
Pamela Brandenburg	President	May, 2022
Charles LaConti	Vice President	May, 2024
Kathy Cones	Secretary	May, 2024
Ginger Furlong	Director	May, 2024
Carol N. Diller	Director	May, 2022

15. Use of Proceeds. The Bonds are to be issued for the purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending the District's water and sanitary sewer system and sewage disposal facilities and a drainage system for the drainage of lands within the District (the "Facilities"), and for the payment of the costs of issuance of the Bonds, as approved by the Commission and authorized by Article XVI, Section 59 of the Texas Constitution and laws of the State of Texas, including but not limited to Chapters 49 and 54, Texas Water Code, as amended. The board of directors has concluded that the Facilities are necessary and required to carry on the District's purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending works, improvements, facilities, plants, equipment, and appliances for a waterworks and sewer system, including drainage facilities, and expenses incidental thereto. At a properly called meeting June 15, 2020, the Board of Directors represented and covenanted to use the Facilities and the proceeds of the Bonds for the purposes set forth above in strict conformity with the Constitution and the laws of the State of Texas, and the proposition authorizing issuance of the Bonds. Further, none of the bond proceeds will be used for the purchase of firefighting equipment or facilities.

16. No Default. The District is not in default with regard to any covenant or condition contained in any order authorizing the issuance of the bonds described in paragraph number 7 above.

17. Open Meetings. All meetings of the board of directors of the District have been open to the public, and notices of all meetings were posted as required by Tex. Gov't. Code Ann.

§551.001 et seq. as adopted. All meetings of the Board of Directors of the District were held in compliance with the provisions of the Texas Water Code § 49.063.

18. Bond Election. The board of directors has determined that the authorization of bonds at the elections held on May 7, 2005 and May 11, 2013 were valid and lawful and not limited in time, and that the authority and purposes for which the Bonds were authorized remain valid and lawful.

19. No Motion to Overturn. No Motion to Overturn the Executive Director's bond approval order was filed pursuant to TCEQ Rule, 30 TAC Section 50.139. From the date the Executive Director's bond approval was mailed on August 30, 2021 to the date hereof, the District has not received a motion to overturn such decision from any person. In addition, the District has not been notified that the Commission or its general counsel has extended the period of time to file a motion to overturn.

20. Sealed Bids. The District has complied with the sealed bid requirements of Section 49.183(a) of the Texas Water Code, and that the winning bid was the bid that produced the lowest net effective interest rate to the District.

21. Expenditure of Bond Funds. The proceeds of the Bonds will be expended in accordance with the Order of the Texas Commission on Environmental Quality issued August 23, 2021, approving the issuance of the Bonds and is within the scope of, and permitted by, the engineer's report which was on file in the District's office and referenced in the bond propositions submitted to the voters at the bond elections held May 7, 2005 and May 11, 2013.

22. Compliance with Texas Government Code §2252.908. The District certifies that it is in compliance with Texas Government Code §2252.908 with respect to the contracts contained within this transcript of proceedings, and that all disclosure filings and acknowledgments required by §2252.908, Texas Government Code, and by the rules of the Texas Ethics Commission related to said provision, have been made.

23. Compliance with Texas Government Code Chapter 2252 Subchapter F. The District certifies that it is in compliance with Texas Government Code Chapter 2252 Subchapter F with respect to the contracts contained within this transcript of proceedings, and the District certifies that it has checked the lists of Companies maintained in accordance with Subchapter F and has no contracts within this transcript of proceedings with Companies on such lists. The District further certifies that it has not entered into and will not enter into a contract with a counterparty that is a Company identified on a list prepared and published by the Comptroller pursuant to Sections 2270.0201 and 2252.153 of the Government Code. "Company" or "Companies" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit

Witness our hands and the official seal of the District, this ____ day of

_____.

President

Secretary

(SEAL)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

Order Awarding Sale of Bonds

The Board of Directors (“Board”) of Harris County Municipal Utility District No. 105 (“District”) met on October 18, 2021, the Board’s regular meeting, with a quorum of directors present, as follows:

Pamela Brandenburg, President
 Charles LaConti, Vice-President
 Kathy Cones, Secretary
 Carol N. Diller, Director
 Ginger Furlong, Director

and the following absent:

None

when the following business was transacted:

The order set out below was introduced for consideration of the Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion carried by the following vote:

Ayes: All directors shown present.

Noes: None.

The order thus adopted is as follows:

Be it ordered by the board of directors of Harris County Municipal Utility District No. 105 that to enable the District to proceed with its improvement program for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, improving and extending a water and sanitary sewer system and sewage disposal facilities for the District, and a drainage system for the drainage of lands within the District, pursuant to the bid of _____ (referred to as the “Purchaser”), which bid was accepted by

said Board after publication of the Official Notice of Sale of District's bonds and after the taking of public bids therefor, and which bid contained the best terms and the best possible price for said bonds, that there be sold to Purchaser for _____% of par, or \$_____ (yielding a net effective interest rate of _____% per annum), plus accrued interest from November 1, 2021, to the date of delivery, the following described bonds (the "Bonds"):

\$16,700,000 Harris County Municipal Utility District No. 105 Unlimited Tax Bonds, Series 2021, dated November 1, 2021, ordered to be issued by a bond order adopted on October 18, 2021, bearing interest as provided in said bond order which is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022, and continuing thereafter until the Bonds are paid, being serial bonds maturing serially on years 2024 through 20450, inclusive, and term bonds maturing March 1, 20__, March 1, 20__ and March 1, 20__; and being the fifth and final series of bonds authorized at the May 7, 2005 election and the first series of bonds authorized at the May 11, 2013.

At the request of the Purchaser, the Initial Bond shall be registered in the name of Cede & Co.

The Bonds shall be delivered to the Purchaser upon the payment of said purchase price, subject to the unqualified approving opinion of the Attorney General of Texas and the unqualified approving opinion of Smith, Murdaugh, Little & Bonham, L.L.P., Houston, Texas.

Delivery is to be made directly to said Purchaser at a bank agreeable to both District and Purchaser.

Passed and adopted, this October 18, 2021.

PAMELA BRANDENBURG
President

ATTEST:

KATHY CONES
Secretary

I, the undersigned Secretary the board of directors of Harris County Municipal Utility District No. 105, hereby certify that the foregoing is true and correct copy of the order dated October 18, 2021, by the board of directors of the District awarding the sale of the District's \$17,600,000 Series 2021 Bonds, and of the minute entry made at said Board's **regular** meeting on the date showing the adoption of said order, as said order and minutes appear of record in the official minute book of the Board, on file in the District's office.

I further certify that said meeting was open to the public, and that notice was given in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq. as adopted.

Witness my hand and the seal of the District, this _____.

Secretary

**BOND REGISTER, PAYING AGENCY
AND TRANSFER AGENCY AGREEMENT**

THIS BOND REGISTER, PAYING AGENCY AND TRANSFER AGENCY AGREEMENT (hereinafter designated as the “Agreement”), dated this October 18, 2021 by and between Harris County Municipal Utility District No. 105 (hereinafter referred to as the “Issuer”), and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America (hereinafter together with any successor designated as the “Bank”) with a corporate trust office in Houston, Texas.

W I T N E S S E T H:

WHEREAS, the Issuer is authorized to issue its \$16,700,000 Harris County Municipal Utility District No. 105 Unlimited Tax Bonds, Series 2021 (the “Bonds”) in accordance with the Bond Order dated October 18, 2021 (the “Bond Order”);

WHEREAS, the District has selected Bank to serve as Paying Agent and Registrar in connection with the payment of the principal of, premium, if any, and interest on said Bonds and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent/Registrar for the Bonds;

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE ONE
APPOINTMENT OF PAYING AGENT/REGISTRAR**

Section 1.01. Appointment. The District hereby appoints Bank to serve as Paying Agent with respect to the Bonds, to pay to the registered owners of the Bonds the principal of, premium (if any) and interest on the Bonds as the same becomes due and payable, all in accordance with this Agreement and the Bond Order (hereinafter defined).

The District hereby appoints Bank as Registrar with respect to the Bonds, and as Registrar for the Bonds, Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of said Bonds and with respect to the transfer and exchange of said Bonds as provided herein and in the Bond Order.

Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Bonds.

Section 1.02. Compensation. As compensation for Bank’s services as Paying Agent/Registrar, the District hereby agrees to pay Bank the fees and amounts set forth in Exhibit “A” attached hereto for the remainder of the Fiscal Year during which this Agreement is executed and thereafter the fees and amounts set forth in Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the District on or before 90 days prior to the close of the Fiscal Year of the District, if there is a change, and shall be effective on the first day of the following Fiscal Year.

In addition, the District agrees to reimburse Bank upon its request for all reasonable expenses, disbursements and advances (including the reasonable compensation and expenses and

disbursements of its agents and counsel) incurred or made by Bank pursuant to, or as a result of, any of the provisions hereof.

ARTICLE TWO DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

“The Bank” means the corporate trust office of Bank as indicated by the Bank Delivery Address.

“Bond Order” means the order of the Board of Directors of the District, dated October 18, 2021, pursuant to which the Bonds are issued and certified by the Secretary of the Board of Directors of the District or any other officer of the District and delivered to Bank.

“Bond Documents” means the Bond Order and all other documents relating to the offering, execution, delivery and sale of the Bonds.

“Financial Advisor” means The GMS Group, Inc., and any successors.

“Fiscal Year” means the fiscal year of the District ending September 30 in each year.

“Holder” and “Bondholder” each means a Person in whose name the Bonds are registered in the Bond Register.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the District by an officer of the Board of Directors of the District or such other person named, or appointed by virtue of holding a particular position with the District, in the Bond Order as authorized to sign, and delivered to Bank.

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

“Predecessor Bonds” of any particular Bond or Bonds means every previous Bond or Bonds evidencing all or a portion of the same obligation as that evidenced by such particular Bond or Bonds (and, for the purposes of this definition, any Bond or Bonds registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Bond or Bonds shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond or Bonds).

“Record Date” shall mean the close of business on the fifteenth (15th) calendar day of the calendar month immediately preceding the applicable Interest Payment Date.

“Redemption Date” when used with respect to the Bonds to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Order.

“Responsible Officer” when used with respect to Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of Bank customarily performing functions similar to those performed by any of the above designated officers and also means,

with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Bond Register” means the books and records to be maintained by Bank on behalf of the District relating to the registration, transfer, exchange, and payment of the Bonds.

“Stated Maturity” means the date specified in the Bond Order as the fixed date on which the principal of the Bonds are scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank,” “Bonds” and “District” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to Bank when it is performing the functions associated with such terms in this Agreement.

Section 2.03. Construction of Terms. If appropriate in the context of this Agreement, words of the singular number shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the principal of the Bonds at their Stated Maturity or Redemption Date to the Holder upon surrender of the bond certificate to Bank at the Bank Office.

As Paying Agent, Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the interest on the Bonds when due. Bank shall compute the amount of interest to be paid each Holder, and shall prepare and send a check in such amount by United States mail (first class postage prepaid) on or prior to each interest payment date, to the Holder of the Bonds (or Predecessor Bonds) whose name appears in the Bond Register on the Record Date. Such checks shall be mailed in such manner to such Holder at the address for such Holder appearing on the Bond Register, or shall be transmitted to such Holder on each interest payment date by such other method acceptable to Bank, requested in writing by, and at the risk and expense of, the Holder.

Section 3.02. Closing Memorandum. The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on 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 approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's 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.

Section 3.03. Payment Dates. The District hereby instructs Bank to pay the principal of and interest on the Bonds at the dates specified in the Bond Order.

ARTICLE FOUR
REGISTRAR

Section 4.01. Transfer and Exchange. Bank agrees to keep and maintain for and on behalf of the District at the Bank Office, books and records (herein sometimes referred to as the “Bond Register”) for recording the names and addresses of the Holders of the Bonds, the transfer, exchange and replacement of the Bonds and the payment of the principal of and interest on the Bonds to the Holders and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and Bank may prescribe. All transfers, exchanges and replacement of the Bonds shall be noted in the Bond Register.

Every bond certificate surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Securities Industry & Financial Markets Association, in form satisfactory to Bank, duly executed by the Holder or his attorney duly authorized in writing.

As a condition to effecting a re-registration, transfer or exchange of the Bonds, the Registrar may request any supporting documentation it feels necessary to effect a registration, transfer or exchange of the Bonds. To the extent possible and under reasonable circumstances, Bank agrees that, in relation to an exchange or transfer of the Bonds, the exchange or transfer by the Holders thereof will be completed and new bonds delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Bonds to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The District shall provide the Registrar with an adequate inventory of bond certificates to facilitate transfers. Bank covenants that it will maintain the bond certificates in safekeeping, and will use reasonable care in maintaining such bond certificates in safekeeping which shall be not less than the level of care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03. Form of Bond Register. Bank as Registrar will maintain the records of the Bond Register in accordance with Bank’s general practices and procedures in effect from time to time. Bank shall not be obligated to maintain such Register in any form other than those which Bank has currently available and currently utilizes at the time.

The Bond Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Bondholders. Bank will provide the District at any time requested by the District, upon payment of the required fee, a copy of the information contained in the Bond Register. The District may also inspect the information in the Bond Register at any time Bank is customarily open for business, provided that reasonable time is allowed Bank to provide an up-to-date listing or to convert the information into written form.

Bank will not release or disclose the content of the Bond Register to any Person other than to, or at the written request of, an authorized officer or employee of the District as specified

in an order or resolution of the District's board of directors, except upon receipt of a subpoena or court order or as required by law. Upon receipt of a subpoena or court order or other legal proceedings, Bank will notify the District so that the District may contest the same, provided such subpoena, court order of lawful request does not prevent Bank from providing such notice.

Section 4.05. Cancelled Certificates. All Bond certificates in lieu of which or in exchange for which other Bond certificates have been issued, or which have been paid, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Bank shall periodically furnish the District with certificates of destruction of such Bond certificates.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Bond Certificates. The District hereby instructs Bank to deliver and issue Bond certificates in exchange for or in lieu of mutilated, destroyed, lost or stolen Bond certificates as long as the same does not result in an over-issuance.

Bank will issue and deliver a new Bond certificate in exchange for a mutilated Bond certificate surrendered to it. Bank will issue a new Bond certificate in lieu of Bond certificate for which it received written representation from the Holder that the certificate representing such Bond is destroyed, lost or stolen; without the surrender or production of the original certificate. Bank will pay on behalf of the District the unpaid principal and premium, if any, of a Bond at the Stated Maturity or on the Redemption Date, for which it receives written representation that the certificate representing such Bond is destroyed, lost or stolen without the surrender or production of the original certificate.

Bank will not issue a replacement Bond certificate or pay such replacement Bond certificate unless there is delivered to Bank such security or indemnity as it may require (which may be by Bank's blanket Lost Original Instruments bond) to save both Bank and the District harmless.

On satisfaction of Bank and the District that a Bond certificate has been mutilated, destroyed, lost or stolen, the certificate number on the mutilated, destroyed, lost or stolen Bond certificate will be cancelled with a notation that it has been mutilated, destroyed, lost or stolen and a new Bond certificate will be issued of the same series and of like tenor and principal amount bearing a number (according to the Bond Register) not contemporaneously outstanding.

Bank may charge the Holder Bank's fees and expenses in connection with issuing a new Bond certificate in lieu of or in exchange for a mutilated, destroyed, lost or stolen Bond certificate.

The District hereby accepts Bank's current blanket Lost Original Instruments bond for lost, stolen, or destroyed certificates and any future substitute blanket bond for lost, stolen or destroyed certificates that Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. Bank need not notify the District of any changes in the security or other security or company giving such bond or the terms of any such bond. At any time Bank is customarily open for business, the blanket Lost Original Instruments bond then utilized for the purpose of lost, stolen or destroyed certificates by Bank shall be available for inspection by the District on request. The District hereby accepts Bank's indemnity to replace Bond certificates destroyed or lost while in the possession or under the control of Bank.

Section 4.07. Transaction Information to District. Bank will, within a reasonable time after receipt of an Issuer Request, furnish the District information as to the Bonds it has paid pursuant to Section 3.01, Bond certificates it has delivered upon the transfer or exchange of any Bond certificates pursuant to Section 4.01, and Bond certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Bond certificates pursuant to Section 4.06.

ARTICLE FIVE
BANK'S DUTIES

Section 5.01. Duties of Bank. Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc.

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

(b) Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved in a court of competent jurisdiction that Bank was negligent in ascertaining the pertinent facts.

(c) No provision of this Agreement shall require Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risk or liability is not assured to it.

(d) Bank may rely and shall be protected by the District against any claim by the District or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, Bank need not examine the ownership of any Bonds, but is protected in acting upon receipt of a Bond certificate containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by District.

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

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

Section 5.03. Recitals of District. The recitals contained herein other than any recital relating to the power and authority of Bank under this Agreement and in the Bonds shall be taken as the statements of the District, and Bank assumes no responsibility for their correctness.

Bank shall in no event be liable to the District, any Holder or Holders of any Bond or any other Person for any amount due on any Bond from its own funds.

Section 5.04. May Hold Bonds. Bank, in its individual or any other capacity, may become the owner or pledgee of the Bonds and may otherwise deal with the District with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent; provided that such dealings do not result in a breach of any duties or agreements imposed by this Agreement.

Section 5.05. Moneys Held by Bank. Money deposited by the Issuer with the Bank for payment of the principal (or Redemption Price, if applicable) of or interest on any Bonds shall be segregated from other funds of the Bank and the Issuer and shall be held in trust for the benefit of the Owners of such Bonds.

All funds at any time and from time to time provided to or held by Bank that exceed the deposit insurance provided by the Federal Deposit Insurance Corporation will be fully collateralized with obligations that are eligible under the laws of the State of Texas.

Funds which represent principal of and interest on the Bonds remaining unclaimed for three years from the date such amounts have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

The Bank shall be under no liability for interest on any money received by it hereunder.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as Trustee under indentures authorizing other bond transactions, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06. Indemnification. To the extent permitted by law, the District agrees to indemnify Bank for and hold it harmless against any loss, liability or expense incurred by Bank without negligence or bad faith on Bank's part, arising out of or in connection with its acceptance or administration of Bank's duties hereunder, including the cost and expense (including Bank's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of Bank's powers or duties under this Agreement.

Section 5.07. Interpleader. The District and Bank agree that Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposits, in any court of competent jurisdiction in the State of Texas where either the Bank Office or the Administrative Office of the District is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The District and Bank further agree that Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Services. It is hereby represented and warranted that, in the event the Bonds are otherwise qualified and accepted for Depository Trust Company or equivalent depository trust service by other organizations, Bank has the capability and, to the extent within its control, will comply with the operational arrangements, which establishes requirements for securities to be eligible for such type depository trust services, including but not limited to, requirements for the timeliness of payments and funds availability, bond certificate transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or Bank shall be mailed or delivered to the District or Bank, respectively, at the address shown on pages 11 and 12.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the District and Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Merger, Conversion, Consolidation or Succession. 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 paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bond so registered with the same effect as if such successor Bank had itself registered such Bond.

Section 6.07. Severability. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

Section 6.08. Benefits of Agreement. Nothing herein, expressed or implied, shall give to Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.09. Entire Agreement. This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Bonds to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the District and such appointment accepted and (b) notice given to the Holders of the Bonds of the appointment of a successor Paying Agent/Registrar.

Furthermore, Bank and the District mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Bonds.

Upon an early termination of this Agreement, Bank agrees to promptly transfer and deliver the Bond Register (or a copy thereof), together with other pertinent books and records relating to the Bonds, to the successor Paying Agent/Registrar designated and appointed by the District.

The provisions of Section 1.02 and of Article Five shall survive, and remain in full force and effect following the termination of this Agreement.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.13. Compliance with Texas Government Code Section 2271.002. For purposes of this Agreement, Bank is a “Company” as that term is defined by Texas Government Code Sections 808.001(2) and 2270.0001(2). As required by Section 2271.002 of the Texas Government Code, Bank hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 6.14. Compliance with Texas Government Code Section 2252.152. For purposes of this Agreement, Banks is a “Company” as that term is defined by Texas Government Code Sections 808.001(2) and 2270.0001(2). Pursuant to Section 2252.152 of the Texas Government Code, Bank hereby verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Agreement, the phrase “foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

Section 6.15. Compliance with Texas Government Code Section 2252.908. Pursuant to Section 2252.908(c)(4), Texas Government Code, the Form 1295 filing requirement does not apply to a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. Bank hereby represents to Issuer that the Bank is a publicly traded business entity. As such, the Bank is not required to deliver a Form 1295.

Section 6.16. Inapplicability of Texas Government Code Sections 809 and 2274. Because this contract does not have a value of \$100,000 or greater, the Bank is not required by Chapters 809 and 2274, Texas Government Code, to verify that it does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and does not boycott and will not boycott energy companies. The term “discriminates against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to the term in Section 2274.001 of the Texas Government Code, as amended. The term “boycotts energy companies” and “boycott energy companies” as used in this paragraph have the meanings assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

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

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 105

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

District Physical and Mailing Address:
Harris County Municipal Utility District No. 105
2727 Allen Parkway, Suite 1100
Houston, Texas 77019
(713) 652-6500

Zions Bancorporation, National Association
"Bank"

By: _____

Name: _____

Title: _____

Amegy Bank Division

ATTEST:

By: _____

Name: _____

Title: _____

Amegy Bank Division

(SEAL)

Bank Address:
1801 Main Street, 11th Floor
Houston, Texas 77002

EXHIBIT "A"
Compensation Schedule

AUTHENTICATION AND SIGNATURE IDENTIFICATION
CERTIFICATE OF PAYING AGENT/REGISTRAR

The undersigned officer of Zions Bancorporation, National Association, serving as Paying Agent/Registrar (the “Paying Agent/Registrar”) under the Bond Register, Paying Agency and Transfer Agency Agreement (the “Paying Agent Agreement”), between Harris County Municipal Utility District No. 105 (the “District”) and the Paying Agent/Registrar, for the District’s \$10,550,000 Unlimited Tax Bonds, Series 2020, hereby certifies as follows:

- (a) The Paying Agent Agreement was executed on behalf of the Paying Agent/Registrar by the persons named below whose offices appear set opposite their name, and said persons were at the time of executing the Paying Agent Agreement and are now duly elected, qualified and acting incumbents of their offices, and the signatures appearing after said persons’ names are the true and correct specimens of such persons’ genuine signatures:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____

- (b) The foregoing officers of the Paying Agent/Registrar named in paragraph A, by virtue of the authority delegated to them by the Board of Directors of the Paying Agent/Registrar pursuant to a resolution, a true and correct copy of which is attached hereto as Exhibit “A”, are authorized to execute and deliver the Paying Agent Agreement, and the officers of the Paying Agent/Registrar named in paragraph A, by virtue of the authority delegated to them by the Board of Directors pursuant to the aforementioned resolution, are authorized to execute, on behalf of the Paying Agent/Registrar, such other and further documents as may be necessary or incidental to the acceptance and performance of the duties set forth in the Bond Register, Paying Agency and Transfer Agency Agreement, to attest to any of the foregoing, and to apply the seal of the Paying Agent/Registrar thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Paying Agent/Registrar this _____.

Zions Bancorporation, National Association

By: _____

(SEAL)

Name: _____

Title: _____

Amegy Bank Division

Exhibit “A” - Resolution of Board of Directors of Paying Agent/Registrar

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105**Order Setting Tax Rate, Approving Tax Roll, and Levying Debt Service Tax
and Maintenance and Operation Tax for the Year 2021**

The Board of Directors (“Board”) of Harris County Municipal Utility District No. 105 (“District”) met on October 18, 2021, in accordance with the duly posted notice of the meeting, with a quorum of directors present as follows:

Pamela Brandenburg, President
Charles LaConti, Vice President
Kathy Cones, Secretary
Ginger J. Furlong, Director
Carol Diller, Director

and the following absent:

None

when the following business was transacted:

The Order set out below was introduced and considered by the Board. It was then moved, seconded and unanimously carried that the following Order be adopted:

Whereas, the Chief Appraiser of the Appraisal District in which the District participates has certified the tax roll of the District for the year 2021.

Whereas, in determining the tax rate to be levied, the Board has considered 1) the amount which should be levied for maintenance and operation purposes; 2) the amount which should be levied for the payment of principal, interest, and redemption price of each series of bonds or notes payable in whole or in part from taxes; and 3) the percentage of anticipated tax collections and the cost of collecting taxes, all in accordance with § 54.602(b) of the Texas Water Code.

Whereas, a majority of the electors voting in an election held for and within the District have heretofore approved and authorized the levy and collection of a tax for operations and maintenance purposes.

Therefore be it ordered by the Board of Directors as follows:

I.

The Board hereby directs that there be levied on all taxable property within the District an ad valorem tax for the year 2021 at the rate of \$0.20 per \$100 of assessed valuation for maintenance and operations.

II.

The Board hereby directs that there be levied on all taxable property within the District an ad valorem tax for the year 2021 at the rate of 0.54 per \$100 of assessed valuation for debt service.

III.

The Board hereby approves the tax roll of the District as prepared by the tax assessor-collector for the year 2021.

IV.

Taxes shall be due and payable when billed and shall be paid on or before January 31, 2022. All taxes not paid before February 1, 2022 shall become delinquent on that date, and penalty and interest will be added in accordance with the Texas Property Tax Code.

V.

The Board hereby authorizes and instructs the District's tax assessor-collector to assess and collect the taxes authorized by the Board in this Order.

VI.

The Board hereby authorizes the President, Vice President, or President Pro Tempore to execute this Order and Secretary, Assistant Secretary or Secretary Pro Tempore to attest to this Order on behalf of the Board and the District, and to do any and all things necessary to give effect to the intent hereof.

President

ATTEST:

Secretary



I, the undersigned Secretary of the Board of Directors of Harris County Municipal Utility District No. 105 hereby certify that the foregoing is a true and correct copy of the Order setting a tax rate for the year 2021, and minute entry showing its adoption at the Board's meeting held on October 19, 2021, the originals of which Order and minute entry are on file in the minute book of the Board in the District's office.

I further certify that said meeting was open to the public, and that notice was given in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq. as adopted.

Witness my hand and the seal of said District, this _____.

Secretary



HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105

Amendment to Statement of Directors Furnishing Information
Required by Section 49.455(b), Texas Water Code, as Amended

Whereas, the governing body of Harris County Municipal Utility District No. 105 has heretofore filed with the County Clerk of the County (or Counties) in which said District is located a Statement of Directors Furnishing Information Required by Section 49.455(b), Texas Water Code, as amended (hereinafter called the "Statement").

Whereas, certain changes have recently been made in the information contained in said Statement, and an amendment should be filed setting forth such changes, as required by Section 49.455(e) of said Code.

Now, therefore, the undersigned, who constitute a majority of the directors of District, file the following amendment to said Statement, hereby affirming and acknowledging that the following information is true and correct:

1. Sections 3, 8 and 9 of said Statement is hereby amended in their entirety and shall hereafter read as follows:

"Section 3. The most recent tax levied by the District on property located within the District is that for the year 2021, and the rate is \$0.74 per \$100 assessed valuation."

"Section 8. A standby fee has not been imposed by the District for the year 2021.

"Section 9. The particular form of Notice of Purchasers required by Section 49.452 to be furnished by a seller to a purchaser of real property in the District completed with all required information is as follows:

"HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105
NOTICE TO PURCHASERS OF REAL PROPERTY
as Required by Section 49.452, Texas Water Code, as Amended

The real property, described below, which you are about to purchase is located in the Harris County Municipal Utility District No. 105. **The real property described below, which you are about to purchase, may also be located within a Designated Area of the district ("Defined Area"). If your property is located within the Defined Area an additional Notice to Purchasers will apply. This additional Notice to Purchasers is filed in the real property records of Harris County, Texas.**

The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$0.74 on each \$100 of assessed valuation . (not including any taxes levied for the benefit of the Defined Area). The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$114,275,000 (not including the

\$12,400,000 of bonds approved by voters of the Defined Area for the benefit of the Defined Area), and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$79,375,000..

The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district if the municipality complies with the procedures and requirements of Chapter 43, Texas Local Government Code, as amended. The law also provides that, except in very limited circumstances, a municipality may not annex land in its extraterritorial jurisdiction without the consent of the landowners and/or voters in the area proposed to be annexed. If all of the area in a district is annexed, the district is dissolved. If the district and a municipality are parties to a strategic partnership agreement specifying the procedures for full purpose annexation of all or a portion of the district, the terms of that agreement will apply concerning annexation.

The purpose of the District is to provide water, sewer, drainage and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property which you are acquiring is set forth in the Exhibit which is attached hereto and by this reference made a part hereof.

[Property Description]

Date

Signature of Seller

[ACKNOWLEDGMENT OF SELLER]

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of the purchase of the real property.

Date

Signature of Purchaser

[ACKNOWLEDGMENT OF PURCHASER]"

Date: _____

Pamela Brandenburg
President and Director

Charles LaConti
Vice President and Director

Kathy Cones
Secretary and Director

Ginger J. Furlong
Director

Carol Diller
Director

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____
by _____

the directors and officers of Harris County Municipal Utility District No. 105, on behalf of
Harris County Municipal Utility District No. 105.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
SMITH, MURDAUGH, LITTLE & BONHAM, L.L.P.
2727 ALLEN PARKWAY, SUITE 1100
HOUSTON, TEXAS 77019

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 105
ENGINEER'S REPORT
26900-000-0-DST (mtg)

Meeting Date: October 18, 2021 @ 6:00 p m

Engineering Representative: Ryan Vogler, P.E.

Directors: Pamela Brandenburg, President
Charles LaConti, Vice President
Kathy Cones, Secretary
Ginger Furlong, Director
Carol Diller, Director

Items for Discussion

I. Design Projects

A. Surface Water Conversion (WHCRWA)

1. HC 105 expects to receive surface water at Water Plants 2 and 3 after 2022 (continue verifying schedule). Plans have been sent to the WHCRWA for potential utility conflicts for contracts 62 and 62A which will bring surface water to plants 2 and 3

B. Cypress Oaks North Section 3

1. Submitted to agencies for approval
2. Authorize advertising for bids

C. Future WWTF Expansion

1. NWHC MUD 12 has notified us that they are looking to move forward with an annexation that would require the WWTF to be expanded for a final time. This expansion would require a major permit amendment since the flow would exceed the current final phase of the permit (2.5MGD).
2. NWHC MUD 12 will need to expand the plant by 500,000 GPD to a revised final phase of 2.65MGD. VSE performed a feasibility study (paid for by RG Miller) in October 2020 showing that the capacity can be added to the plant to reach the 2.65MGD.

D. Enclave at Bear Creek

1. Reviewed revised plans
2. Bidding underway

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October 18, 2021
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II. Construction Projects

A. SCADA System for Water Plants 1-3

1. Construction underway
2. Reviewing submittals

B. WHCRWA Contract 36

1. WHCRWA anticipates, per its contract, that surface water will be delivered to water plant 1 in Mid-May 2021. We are currently working on the engineers report that the TCEQ is now requiring in order for the WHCRWA to connect to our system.
2. We are also beginning to prepare all documents required for reimbursement from the WHCRWA and will submit the package once surface water is delivered
3. WHCRWA is working on scheduling the startup for delivery of surface water.

C. Westgreen Boulevard – Sections 3 and 5

1. Construction Underway
2. No pay applications this month

D. Cypress Oaks North Detention Pond

1. Construction Complete – Contractor Addressing punchlist
2. No pay applications

E. Cypress Oaks North Sections 1 and 2 WS&D

1. Construction Complete
2. No Pay Applications this month

F. Cypress Oaks North Sections 1 and 2 Paving

1. Construction Complete
2. No Pay Applications this month
3. Awaiting Harris County Street Acceptance Inspection

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D. Miscellaneous

B. 529 Apartments

1. Provided No objection letter for county approval.
2. Encroachment agreements will need to be in place before taps are issued.

C. Bond Application No. 14

1. Received TCEQ approval in the amount of \$16,700,000
2. The pre-purchase inspection was held on October 5th and no deficiencies were noted

D. HCMUD 559

1. Interconnect agreement has been sent to HCMUD 559 for execution
2. HCMUD 559 is bidding their detention phase I which will connect to the CFISD channel. We are reviewing the maintenance agreement to determine the pro rata share HC559 will be paying once they connect to the CFISD channel

IV. Questions/Answers