

STATE OF TEXAS §
COUNTY OF HARRIS §
HOUSTON INDEPENDENT SCHOOL DISTRICT §

1. The Board of the District convened in regular meeting on May 8, 2025, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

and all of such persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be passed; and, after due discussion, such motion, carrying with it the passage of such Resolution, prevailed and carried by the following vote:

2. That a true, full and correct copy of such Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that such Resolution has been duly recorded in such Board's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from such Board's minutes of such meeting pertaining to the passage of such Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place and purpose of such meeting, and that such Resolution would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; and that such meeting was open to the public, and public notice of the time, place and purpose of such meeting was given all as required by Chapter 551, Texas Government Code, as amended.

SIGNED this 8th day of May, 2025.

Ric Campo, President
School Board
Houston Independent School District

Angela Lemond Flowers, Secretary
School Board
Houston Independent School District

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE
AND DELIVERY OF HOUSTON INDEPENDENT SCHOOL
DISTRICT MAINTENANCE TAX NOTES AS TERM RATE
NOTES OR FIXED RATE NOTES, IN ONE OR MORE
SERIES; AUTHORIZING AN AUTHORIZED
REPRESENTATIVE TO APPROVE THE TERMS
THEREOF; AND CONTAINING OTHER MATTERS
RELATED THERETO**

STATE OF TEXAS	§
COUNTY OF HARRIS	§
HOUSTON INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, Houston Independent School District (the “District”) was organized, created and established pursuant to the Constitution and laws of the State of Texas as an independent school district and political subdivision of the State of Texas and the District operates under the authority of the Texas Education Code as amended;

WHEREAS, Sec. 45.108, Texas Education Code (the “Act”), authorizes the School Board (the “Board”) of the District to borrow money for the purpose of paying any lawful expenditure of the District other than payment of principal of and interest on notes and to evidence such loans with negotiable notes maturing not more than twenty years from their date;

WHEREAS the Board desires to finance certain lawful expenditures of the District through the issuance of notes in an aggregate principal amount not to exceed \$120,000,000 under the authority of the Act;

WHEREAS the Board has adopted a budget for the District for the school year ending June 30, 2025;

WHEREAS, the notes herein authorized (the “Notes”), together with other notes issued by the District pursuant to the Act at no time will exceed seventy-five percent (75%) of the previous year’s income of the District; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement. or other form of credit enhancement entered into in connection with the obligation, and therefore, the District qualifies as an “Issuer” under Chapter 1371 Texas Government Code; and

WHEREAS, pursuant to Section 1371.053 Texas Government Code the District desires to delegate the authority to an Authorized Representative to effect the sale of the Notes from time to time and in one or more installments as fixed rate Notes and/or Term Rate Notes (pursuant to Appendix A): Now, therefore

WHEREAS, the Board considers it necessary useful and appropriate to adopt this Resolution and issue the Notes as permitted by the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT;

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

The term "Attorney General" shall mean the Attorney General of Texas.

The term "Authorized Representative" shall mean any one of the Superintendent, the Chief Financial Officer or the Controller of the District or their designee.

The term "Board" shall mean the School Board of the District.

The term "Business Day" shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

The term "Debt Service Fund" shall mean the Debt Service Fund established by the District pursuant to Section 22 of this Resolution.

The term "District" shall mean the Houston Independent School District, and any successor to its duties and functions.

The term "DTC" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "DTC Participant" shall mean 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.

The term "Interest Payment Date," when used in connection with the Notes, shall mean the dates set forth in the Officer's Pricing Certificate.

The term "Notes" shall mean the Notes issued pursuant to the Resolution and Appendix A to this Resolution, as designated in an Officer's Pricing Certificate.

The term "Officer's Pricing Certificate" means a certificate signed by an Authorized Representative and containing the information regarding the Notes specified in Sections 3, 4 and 5 hereof.

The term “Resolution” as used herein and in the Note shall mean this resolution authorizing the Notes.

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

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Note.

The term “Purchase Contract” shall mean the contract, agreement or investment letter between the District and the Purchasers referred to in Section 23 of this Resolution.

The term “Purchasers” shall mean the purchaser or purchasers of the Notes identified in the Officer’s Pricing Certificate.

The term “Record Date” shall mean the last business day of the month next preceding each Interest Payment Date.

The term “Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts of the Notes registered to each Owner.

The term “Registrar” shall mean the bank or trust company serving as paying agent and registrar for the Notes, as determined by the Authorized Representative in the Officer’s Pricing Certificate, and its successors.

All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are 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 and provisions hereof. This Resolution 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 Notes and the validity of the levy of ad valorem maintenance taxes to pay the principal of and interest on the Notes.

2. Findings and Determinations. The matters and facts set out in the preamble to this Resolution are hereby found to be true and correct.

3. Amount: Purpose: Authorization. The Notes shall be issued from time to time in one or more series in fully registered form without coupons in a maximum aggregate principal amount of \$120,000,000 to provide funds for (i) paying the costs of lawful maintenance expenses of the District consisting of repair, renovation, improvement, and equipment of existing school facilities, environmental cleanup and the maintenance, repair, rehabilitation, or replacement of building systems of existing school properties, and (ii) paying the costs of issuing the Notes. The Notes shall be issued under and in strict conformity with the Constitution and laws of the State of

Texas including particularly Section 45.108, Texas Education Code and Chapter 1371, Texas Government Code.

4. Designation; Date; Interest Rates, Interest Payment Dates and Denominations. The Notes shall be designated as otherwise set forth in the Officer's Pricing Certificate. The Notes may be issued as fixed rate Notes or Term Rate Notes (as provided in Appendix A) or both, as set forth in the Officer's Pricing Certificate. The Notes shall be dated and shall mature on the dates and in each of the years and in the amounts set out in the Officer's Pricing Certificate, and shall bear interest from the date and at the rates set out in the Officer's Pricing Certificate. Interest on the Notes shall be payable on each Interest Payment Date commencing on the date set out in the Officer's Pricing Certificate. Notes delivered on transfer of or in exchange for other Notes shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof (or as otherwise set forth in Appendix A and the Officer's Pricing Certificate) and shall mature on the same date and bear interest at the same rate as the Note or Notes in lieu of which they are delivered.

5. Selling and Delivering Notes. As authorized by Chapter 1371, Texas Government Code, the Authorized Representative is hereby authorized to act on behalf of the District in selling and delivering the Notes from time to time and carrying out the other procedures specified in this Resolution including without limitation, determining the method and manner of sale of the Notes (private or public), determining the date on and price at which the Notes will be sold, the issuance date and dated date, the designation or title by which the Notes shall be known, whether the Notes will be issued as fixed rate Notes or Term Rate Notes or both, the years in which the Notes will mature, the aggregate principal amount of the Notes, the principal amount to mature in each year of maturity, the rate of interest to be borne by each such maturity, whether and how many tranches in which the Notes may be issued and the appropriate distinguishing designation for each such tranche, the interest rate mode(s), the Initial Rate(s) for the Notes, the length of the Initial Rate Period(s), the Stepped Rate, length of any Term Rate Period, conversion to another Rate Period, any optional redemption or mandatory sinking fund redemption provisions, defeasance provisions, and all other matters not expressly provided in this Resolution relating to the issuance sale and delivery of the Notes, including procuring municipal bond insurance, if any, and approving modifications to this Resolution and execution of such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the aggregate principal amount of the Notes issued hereunder shall not exceed \$120,000,000:

(ii) the net effective interest rate on the Notes shall not exceed 5.50%;
and

(iii) the final maturity of the Notes shall be no later than 20 years from the issuance date of the Notes.

Any finding by the Authorized Representative relating to the sale and delivery of the Notes shall have the same force and effect as a finding or determination made by the Board. The authority conferred by this Section shall expire one year from the date of this Resolution (the "Expiration

Date”). Bonds sold pursuant to a Purchase Agreement executed on or before the Expiration Date may be delivered after such date.

6. Execution of Notes. The Notes shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board by their manual lithographed or facsimile signatures. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of such officers. If any officer of the District whose manual or facsimile signature shall be on the Notes shall cease to be such officer before the authentication of such Notes or before the delivery of such Notes such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

7. Approval by Attorney General; Registration by Comptroller. The Notes to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or Vice President and the Secretary or Assistant Secretary of the Board are authorized hereby to have control and custody of the Notes and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary or Assistant Secretary 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 Notes and to assure the investigation, examination and approval thereof by’ the Attorney General and the registration of the initial Notes by the Comptroller. Upon registration of the Notes, the Comptroller (or the Comptroller’s bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A (or as to Term Rate Notes, Appendix A) of this Resolution and such certificate shall be affixed or attached to the Notes to be initially issued and the seal of the Comptroller shall be impressed or placed in facsimile, thereon. The Notes shall initially be registered in the name designated in the Officer’s Pricing Certificate.

8. Authentication. Except for the Notes to be initially issued which need not be authenticated by the Registrar, only such Notes as shall bear thereon a certificate of authentication substantially in the form provided in Exhibit A (or as to Term Rate Notes, Appendix A) of this Resolution manually executed by an authorized representative of the Registrar shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Note so authenticated was delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Notes pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, substantially in the form presented at the meeting at which this Resolution was adopted, which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute and attest to the Paying Agent Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and or the deposits of money pursuant to this Resolution

shall be deemed to accept and agree to abide by the terms of this Resolution. All money transferred to the Registrar in its capacity as registrar or paying agent for the Notes under this Resolution (except any sums representing registrar or paying agent 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 Resolution. Subject to the provisions of Section 12 hereof all matured Notes presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Notes shall be cancelled as provided herein.

The principal or redemption price of the Notes shall be payable without exchange or collection charges in any coin or currency of the United States of America which, on the date of payment is legal tender for the payment of debts due the United States of America upon their presentation and surrender as they' respectively become due and payable at the corporate trust office of the Registrar. The interest on each Note shall be payable by check on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Note shall be paid upon presentation and surrender of such Note at the corporate trust office of the Registrar.

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

10. Successor Registrars. The District covenants that at all times while any Notes are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Notes. The District reserves the right to change the Registrar for the Notes on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Notes. Promptly upon the appointment of any successor Registrar the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner by United States mail first class postage prepaid of such change and of the address of the new Registrar. Each Registrar hereunder by acting in that capacity, shall be deemed to have agreed to the provisions of this Resolution.

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

12. Ownership: Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Note is registered as the absolute Owner of such Note for the purpose of making and receiving payment of the principal of or interest on such Note and for all other purposes whether or not such Note is overdue and neither the District nor

the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Note to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Notes remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Notes by virtue of actions taken in compliance with this Section.

13. Registration; Transfer and Exchange. As long as any Notes remain Outstanding, the Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Notes in accordance with the terms of this Resolution.

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

All Notes shall be exchangeable upon presentation and surrender thereof at the corporate trust office of the Registrar for a Note or Notes of the same type maturity and interest rate and in any authorized denomination in an aggregate principal amount equal to the unpaid principal amount of the Note or Notes presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Notes in accordance with the provisions of this Section. Each Note delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Note or Notes in lieu of which such Note is delivered.

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

The Registrar shall not be required to transfer or exchange any Note called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Note called for redemption in part.

14. Book-Entry Only System. If the Notes are sold by public sale, the definitive Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede & Co. as nominee of DTC and except as provided in Section 16 hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co. as nominee of OTC. Upon delivery by OTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and subject to the provisions in this Resolution with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of OTC.

With respect to Notes registered in the name of Cede & Co. as nominee of OTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such an OTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (b) the delivery to any DTC Participant or any other person other than a Noteholder as shown on the Register of any notice with respect to the Notes, or (c) the payment to any DTC Participant or any other person, other than a Noteholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes.

Except as provided in Section 16 of this Resolution, the District and the Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of, premium, if any, and interest on Notes and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective owners as shown in the Register as provided in this Resolution, 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 payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner shall receive a Note certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution.

15. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, as long as any Notes are registered in the name of Cede & Co., as nominee of OTC, all payments with respect to principal of, premium, if any, and interest on the Notes and all notices with respect to such Notes shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

16. Successor Securities Depositor: Transfer Outside Book-Entry Only System. If the Notes are sold by public sale, in the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC and that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certified Notes, the District or the Registrar shall (a) appoint a successor securities depository qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer

one or more separate Notes to such successor securities depository or (b) notify DTC of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such even the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co. as nominee of DTC but may be registered in the name of the successor securities depository or its nominee or in whatever name or names Noteholders transferring or exchanging Notes shall designate in accordance with the provisions of this Resolution.

17. Mutilated. Lost or Stolen Notes. Upon the presentation and surrender to the Registrar of a damaged or mutilated Note, the Registrar shall authenticate and deliver in exchange therefore a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Note is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

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

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

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

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

18. Cancellation of Notes. All Notes paid or redeemed in accordance with this Resolution and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Notes.

19. Redemption Prior to Maturity.

(a) The Notes shall be subject to optional redemption and mandatory sinking fund redemption as provided in the Officer's Pricing Certificate.

(b) Except as otherwise set forth in Appendix A, and unless the Officer's Pricing Certificate provides otherwise, Notes may be redeemed only in integral multiples of \$5,000 of principal amount. If a Note subject to redemption is in a denomination larger than \$5,000 a portion of such Note may be redeemed but only in integral multiples of \$5,000. In selecting portions of Notes for redemption, the Registrar shall treat each Note as representing that number of Notes of \$5,000 denomination which is obtained by dividing the principal amount of such Note by \$5,000. Upon surrender of any Note for redemption in part, the Registrar, in accordance with Section 13 hereof, shall authenticate and deliver in exchange therefor a Note or Notes of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered.

(c) Except as otherwise set forth in Appendix A and/or the Officer's Pricing Certificate, not less than thirty (30) days prior to a redemption date for the Notes, a notice of redemption will be sent by U.S. mail first class postage prepaid in the name of the District to each Owner of a Note to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Notes are to be surrendered for payment and, if less than all Notes outstanding are to be redeemed, the numbers of Notes or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Notes or portions thereof to be redeemed. When Notes have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Notes or portions thereof so redeemed shall no longer be regarded to be Outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

20. Forms. The form of the Notes issued as fixed rate Notes, including the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the

Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Notes initially issued shall be respectively substantially as shown in Exhibit A hereto, with such additions deletions and variations as are necessary to conform such forms to the Officer's Pricing Certificate and as may be necessary or desirable and not prohibited by this Resolution.

21. Opinion of Bond Counsel; CUSIP. The approving opinion of bond counsel and CUSIP Numbers may be printed on the Notes but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Notes.

22. Debt Service Fund; Pledge; Tax Levy.

(a) A special fund to be designated "Houston Independent School District Maintenance Tax Notes, Series 2025 Debt Service Fund" or as otherwise set forth in the Officer's Pricing Certificate (the "Debt Service Fund") is hereby created solely for the benefit of the Notes and shall be maintained by the District at an official depository bank of the District for as long as the Notes or interest thereon are outstanding and unpaid. On or before each Interest Payment Date, the District shall deposit into the Debt Service Fund out of funds pledged to the payment of the Notes an amount sufficient to pay the principal of and interest on the Notes that will become due and payable on such Interest Payment Date. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Notes is excludable from gross income for federal income tax purposes.

(b) Available funds of the District sufficient to provide for the payment of the interest on and principal of the Notes as such interest comes due and such principal matures are hereby pledged irrevocably to such payment. During each year while the Notes or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied. and there shall be annually assessed and collected in due time form and manner, and at the same time as other District taxes are assessed levied and collected in each year, beginning with the current year, a continuing direct annual ad valorem maintenance tax upon all taxable property in the District, within the limits prescribed by law, sufficient, together with other available funds of the District, to pay the interest on the Notes as the same becomes due and to pay each installment of the principal of the Notes as the same matures, full allowance being made for delinquencies and costs of collection. Sources of available funds include, but are in no way limited to, receipts of ad valorem taxes levied by the Board as permitted by law for the payment of maintenance expenses pursuant to Section 45.002, Texas Education Code, delinquent maintenance tax receipts and other revenues that are or become available to pay maintenance expenses.

(c) There is hereby appropriated from funds currently on hand and available for such purpose an amount sufficient, taking into account any accrued interest received from the sale of the Notes if any, to pay any debt service on the Notes due prior to receipt of taxes levied to pay such interest.

23. Sale; Purchase Contract; Ratings. (a) The Notes shall be sold and delivered to the Purchasers at a price to be set forth in the Officer's Pricing Certificate and in accordance with the terms of the Purchase Contract (in the case of a private sale or private placement) or the winning bid (in the case of a public sale), which the Authorized Representative is hereby authorized and directed to execute on behalf of the District. The Authorized Representative, the President of the School Board, and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes.

(b) The President of the Board and the District's Superintendent, Chief Financial Officer and Controller, financial advisor and consultants are authorized hereby to take such actions as the Authorized Representative shall approve in seeking ratings on the Notes from Moody's Ratings Inc. and/or S&P Global Ratings and such actions are hereby ratified and confirmed.

24. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations. "Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Notes or other obligations of the District is the respective date on which such series or sub-series of the Notes or other obligations of the District is delivered against payment therefor.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Regulations" means the temporary or final Income Tax Regulations applicable to the Notes issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal

Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Notes.

“Yield of”

- (1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and
 - (2) the Notes shall be computed in accordance with Section 1.148-4 of the Regulations.
- (b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of or omit to use Gross Proceeds of the Notes or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the District shall comply with each of the specific covenants in this Section.
- (c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times after the Issue Date of any Note and prior to the last stated maturity of the Notes:
 - (i) exclusively own operate and possess all property the acquisition construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Notes and not use or permit the use of such Gross Proceeds or any property acquired constructed or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or
 - (ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.
- (d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross

Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

- (e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the earlier of the final stated maturity or final payment of the Notes, directly or indirectly invest Gross Proceeds of the Notes in any Investment (or use such Gross Proceeds to replace money so invested) if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of exceeds the Yield on the Notes.
- (f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.
- (g) Information Report. The District shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Notes on such forms and in such place as such Secretary may prescribe.
- (h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(1) of the Code and the Regulations and rulings thereunder, the District shall:
 - (i) account for all Gross Proceeds of the Notes (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least three (3) years after the final Computation Date. The District may, however, to the extent permitted by law, commingle Gross Proceeds of the Notes with other money of the District, provided that the District separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith.
 - (ii) calculate the Rebate Amount with respect to the Notes not less frequently than each Computation Date in accordance with rules set forth in

Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The District shall maintain a copy of such calculations for at least three (3) years after the final Computation Date,

(iii) as additional consideration for the purchase of the Notes by the initial purchasers thereof and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) of Subsection (h) of this Section at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) of Subsection (h) of this Section and if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

- (i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time after the Issue Date of the Notes, and prior to the earlier of the final stated maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's-length and had the Yield of the Notes not been relevant to either party.
- (j) Not Hedge Bonds. The District will not invest more than 50 percent of the proceeds of the Notes in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Notes, the District will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Notes would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

25. Use of Note Proceeds. Proceeds from the sale of the Notes shall be used for the purposes set out in Section 3 of this Resolution. Proceeds representing pre-issuance accrued interest, if any, shall be deposited to the Debt Service Fund and used to pay a portion of the first interest payment due on the Notes. Surplus proceeds of the issuance of the Notes, together with any investment earnings on such proceeds remaining after completion of the purposes for which the Notes are authorized, shall be deposited to the Debt Service Fund and used to pay debt service on the Notes.

26. Continuing Disclosure Undertaking.

(a) Annual Reports. If the Notes are sold by public offering and are subject to the Rule 15c2-12 of the United States Securities and Exchange Commission (the “Rule”), the District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system [atwww.emma.msrb.org](http://www.emma.msrb.org). The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized by Section 29 of this Resolution, being the information described in the Officer’s Pricing Certificate. The District will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time and audited financial statements when and if audited financial statements become available. 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 document (including an official statement or other offering, document, if it is available from the MSRB).

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB in a timely manner (not in excess often (10) business days after the occurrence of the event), of any of the following events with respect to the Notes:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) 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 Notes, or other material events affecting the tax status of the Notes;

- (vii) Modifications to rights of holders of the Notes, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Notes if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District and (b) the District intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of “Financial Obligation” in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34 83885, dated August 20, 2018.

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 Section 26(a) of this Resolution by the time required by such Section.

(c) Limitations, Disclaimers and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Notes within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Notes and nothing in this Section, 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 Section 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 or hereby undertake to update any information provided in accordance with this Section 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 Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE 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 SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section 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 Section 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 or status or type of principal payment of the District, if (1) the agreement as so amended would have permitted an underwriter to purchase or sell Notes in the initial primary offering 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 holders of a majority in aggregate amount of the outstanding Notes consent to such amendment or (b) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the

amendment will not materially impair the interests of the holders and beneficial owners of the Notes. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If any such amendment is made the District will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

27. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution and the Purchase Contract, the President, Vice President and Secretary of the Board, the Authorized Representative and all other appropriate officers agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Notes, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts ,requests and other documents as may be reasonably necessary to satisfy the District's obligations under the Purchase Contract and this Resolution and to direct the transfer and application of funds of the District consistent with the provisions of this Resolution.

28. Resolution a Contract; Amendments. This Resolution shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Note remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition the District may, with the consent of Owners who own in the aggregate 51% of the principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Owners of Outstanding Notes, no such amendment, addition or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

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

29. Offering Materials. The Authorized Representative is hereby authorized to approve, in the name and on behalf of the District, in connection with the sale of the Notes, the preparation and distribution of (a) a Preliminary Official Statement and a final Official Statement relating to the Notes to be used by the Purchasers in connection with the marketing and public

offering of the Notes or (b) such other informational materials as shall be determined by the Authorized Representative to be necessary and appropriate in connection with the private placement of the Notes. The Authorized Representative is hereby authorized to deem “final” the Preliminary Official Statement, except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission. The Authorized Representative and other appropriate officials of the District are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Notes.

30. Power to Revise Form of Documents. That notwithstanding any other provision of this Resolution, the President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Resolution and in the form of the documents attached hereto as exhibits as, in the judgment of the President and in the opinion of Bond Counsel to the District may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, the Preliminary Official Statement, the final Official Statement or as may be required for approval of the Notes by the Attorney General of Texas: provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Notes or such documents shall be subject to the prior approval of the Board.

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon or on this Resolution, against any official or employee of the District or any person executing any Notes.

32. Defeasance. Except as otherwise provided in the Officer’s Pricing Certificate, the District may defease the provisions of this Resolution and discharge its obligation to the Owners of any or all of the Notes to pay the principal of and interest thereon in any manner now or hereafter permitted by law.

33. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Resolution to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid to the address specified below or to such other address as may be designated in writing, by the parties:

District: Houston Independent School District
4400 West 18th Street
Houston, Texas 77092
Attention: Superintendent

Registrar: The address specified in the Paying Agent/Registrar Agreement

34. Legal Holidays. In any case where the date interest accrues and becomes payable on the Notes or principal of the Notes matures or the date fixed for redemption of any Notes or a Record Date shall be in the District a Saturday, Sunday legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date or the Record Date shall not occur on such date, but payment may be made or the

Record Date shall occur on the next succeeding day which is not in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the last business day of that calendar month.

35. Intent to Reimburse. The District has made, within the last 60 days, and/or will continue to make payments with respect to the projects listed in Section 3(i) hereof (the "Project"). The District reasonably expects to issue Notes a portion of the proceeds of which may be used to reimburse itself for prior costs paid associated with the Project. The District hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid on or subsequent to the date hereof in connection with the Project from the proceeds of the Notes to be issued subsequent to the date hereof.

The District reasonably expects that the maximum principal amount of the Notes to be issued by the District to reimburse costs associated with the Project will not exceed \$30,000,000.

36. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and public notice of the time place and purpose of said meeting was given all as required by the Open Meetings Law, Chapter 551, Texas Government Code as amended.

37. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

38. Severability. If any section, paragraph, clause or provision of this Resolution 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 Resolution.

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

PASSED AND APPROVED this May 8, 2025.

President, School Board
Houston Independent School District

ATTEST:

Secretary, School Board
Houston Independent School District

EXHIBIT A

FORM OF FIXED RATE NOTE

United States of America
State of Texas

NUMBER
R-1¹
REGISTERED

PRINCIPAL AMOUNT
\$ _____
REGISTERED

HOUSTON INDEPENDENT SCHOOL DISTRICT
MAINTENANCE TAX NOTE
SERIES _____

<u>INTEREST RATE</u> ²	<u>DATED/ISSUANCE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
%	Date	_____, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

HOUSTON INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Note at the corporate trust office of _____ or its successor (the “Registrar”), the Principal Amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America and to pay interest thereon at the rate shown above calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above or the most recent interest payment date to which interest has been paid or duly provided for.³ Interest on this Note is payable semiannually on _____⁴ and _____⁴ of each year until maturity, beginning _____

¹ Initial Note shall be numbered T-1.

² Omitted from the Initial Note.

³ The first sentence of the Initial Note shall read as follows:

HOUSTON INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity dates specified below, upon presentation and surrender of this Note at the corporate trust office of _____ or its successor (the “Registrar”), the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Officer’s Pricing Certificate], payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America and to pay interest thereon at the rate shown above calculated on the basis of a 360-day year of twelve 30- day months, from the later of the [Dated/Issuance] Date specified above or the most recent interest payment date to which interest has been paid or duly provided for.

⁴ To be completed in accordance with the Officer’s Pricing Certificate

_____, 20__, by check mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date to the address of such owner as shown on the books of registration kept by the Registrar.

THIS NOTE is one of the duly authorized issue of notes, aggregating \$_____ ⁴ (the “Notes”) issued for the purpose of (i) providing funds for any lawful maintenance expenses of the District, consisting of repair, renovation, and improvements to existing school facilities, environmental cleanup, and the maintenance, repair, rehabilitation, or replacement of building systems of existing school properties, and (ii) paying the costs of issuance of the Notes pursuant to a resolution adopted by the School Board of the District on May 8, 2025 (the “Resolution”), and the authority of Section 45.108, Texas Education Code, and Chapter 1371, Texas Government Code.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Notes maturing on _____, 20__, and thereafter prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on _____, 20__, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

[THE NOTES MATURING ON _____, 20__ (the “Term Notes”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates in each case at a redemption price equal to the principal amount of such Term Notes or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

Mandatory Redemption Date	Principal Amount	Redemption Price
	\$	\$

TO THE EXTENT THAT such Term Notes have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Notes so redeemed or purchased.

IN LIEU OF MANDATORILY REDEEMING the Term Notes, the District reserves the right to purchase for cancellation Term Notes of the same maturity at a price no greater than the applicable redemption price of such Term Notes.

THE PAYING AGENT/REGISTRAR will select by lot the specific Term Notes (or with respect to Term Notes having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Notes required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced at the option of the District, by the principal amount of any Notes having the same maturity which have been purchased or redeemed by the District as follows at least 45 days prior to the mandatory redemption date:

- (a) if the District directs the Paying Agent to purchase Term Notes with money in the debt service fund for the Notes (at a price not greater than par plus accrued interest to the date of purchase) then a credit of 100% of the principal amount of such Term Notes purchased will be made against the next mandatory redemption installment due, or
- (b) if the District purchases or redeems Term Notes with other available moneys then the principal amount of such Term Notes will be credited against future mandatory redemption installments in any order and, in any annual amount, that the District may direct.]

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date a notice of redemption will be sent by U.S. mail, first class postage prepaid in the name of the District to each registered owner of a Note to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Registrar at the close of business on the business day next preceding the date of mailing. When Notes or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption and interest which would otherwise accrue on the Notes or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative subject to the terms and conditions of the Resolution.

THIS NOTE IS EXCHANGEABLE at the corporate trust office of the Registrar for Notes in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Note called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Note called for redemption in part.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Note (i) is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon or (ii) is authenticated by the Paying Agent Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Note by acceptance hereof acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Notes and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified recited and covenanted that this Note has been duly and validly issued and delivered; that all acts conditions and things required or proper to be performed to exist and to be done precedent to or in the issuance and delivery of this Note have been performed, exist and have been done in accordance with law; that the Notes do not exceed any constitutional or statutory limitation; and that available funds of the District sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been pledged irrevocably for such payment, which funds include the District's annual ad valorem maintenance tax which has been levied and ordered to be levied within the limits prescribed by law, against all taxable property in the District.

IN WITNESS WHEREOF this Note has been signed with the manual or facsimile signature of the President or Vice President of the School Board of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board of the District.

President, School Board

Secretary, School Board

**FORM OF REGISTRATION CERTIFICATE
OF COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

* * * * *

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this note has been delivered pursuant to the Resolution described in the text of this Note, in exchange for or in replacement of a note, notes or a portion of a note or notes of an issue of notes which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[_____, as Paying Agent
Registrar

By: _____
Authorized Signature: _____
Date of Authentication: _____

FORM OF ASSIGNMENT

ASSIGNMENT

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

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

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within note and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer such note on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____
Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

APPENDIX A

This Appendix A applies to Notes issued as Initial Term Rate Notes, Term Rate Notes or Fixed Rate Notes after the Fixed Rate Conversion Date. To the extent the provisions of such Notes are not expressly addressed in this Appendix A, the provisions of the body of the Resolution shall govern.

ARTICLE I. **DEFINITIONS**

Section 1.01 Definitions. Capitalized terms used in this Appendix A shall have the meanings provided for them in this Section 1.01 and capitalized terms not defined in this Appendix A, shall have the meaning set forth in the body of the Resolution.

“Authorized Denominations” shall mean, unless otherwise set forth in the Officer’s Pricing Certificate, with respect to Notes bearing interest at a Term Rate (including the Initial Term Rate) \$100,000 and any integral multiple of \$5,000 in excess thereof (provided, however, at the District’s sole discretion, Notes bearing interest at a Term Rate (including the Initial Term Rate) may be issued in denominations of \$5,000 or any integral multiple thereof); and with respect to Notes bearing interest at a Fixed Rate, \$5,000 and integral multiples thereof.

“Board” shall mean the School Board of the District.

“Conversion Date” shall mean: (a) with respect to the Fixed Rate Period, the Fixed Rate Conversion Date; and (b) with respect to a Term Rate Period, the Term Rate Conversion Date.

“Fixed Rate” shall mean the per annum rate or rates of interest the Notes shall bear during the Fixed Rate Period after the Fixed Rate Conversion Date.

“Fixed Rate Conversion Date” shall mean the date on which the Notes begin to bear interest at the Fixed Rate.

“Fixed Rate Period” shall mean the period beginning on the Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Notes, during which the Notes bear interest at one or more Fixed Rates.

“Initial Term Rate” shall mean the initial interest rate or rates the Notes (which may include separate rates for separate maturities of the Notes or subseries of the Notes) shall bear for the Initial Term Rate Period(s). The Initial Term Rate(s) shall be set forth in the Officer’s Pricing Certificate.

“Initial Term Rate Notes” means the first issuance of Notes issued pursuant to this Appendix A.

“Initial Term Rate Period” shall mean the period (or periods) commencing on the issuance date and ending the date (or dates) set forth in the Officer’s Pricing Certificate.

“Interest Payment Date” shall mean, unless otherwise provided in the Officer’s Pricing Certificate (a) with respect to Notes bearing interest at the Initial Term Rate or the Term Rate, each

February 15 and August 15, beginning on the first such date occurring after the Term Rate Conversion Date; (b) with respect to Notes bearing interest at the Fixed Rate, each February 15 and August 15, beginning on the first such date occurring after the Fixed Rate Conversion Date unless the District provides for different payment dates at the time of conversion of the Notes to a Fixed Rate; (c) each mandatory tender date; (d) each Conversion Date, in the even such date is not an Interest Payment Date; and (e) the maturity date for the Notes or scheduled mandatory sinking fund redemption dates for the Notes subject to mandatory sinking fund redemption.

“Interest Period” unless otherwise set forth in the Officer’s Pricing Certificate, shall mean (i) during the Initial Term Rate Period, the period from and including the Issuance Date to the date set forth in the Officer’s Pricing Certificate, and (ii) upon the expiration of the Initial Term Rate Period, the period from and including any Interest Payment Date to and including the day immediately preceding the next following Interest Payment Date.

“Maximum Rate” means the lesser of (a) Maximum Rate set forth in the Officers Pricing Certificate, (b) 15% per annum or (c) the maximum net effective interest rate permitted by law to be paid thereon as provided by Section 1204.006, Texas Government Code, as amended, or any successor statute.

“Opinion of Bond Counsel” shall mean an opinion of nationally recognized bond counsel, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Resolution and State law and does not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes.

“Outstanding” shall mean when used to modify Notes, Notes issued, authenticated and delivered under this Resolution, excluding (i) Notes which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Notes which have been paid, (iii) Notes which have become due and for the payment of which money has been duly provided, (iv) Notes deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Notes with respect to which this Resolution has been discharged pursuant to the terms of this Resolution.

“Payment Fund” shall mean the fund described in Section 4.01(b)(ii) hereof.

“Purchase Price” shall mean, unless otherwise set forth in the Officers Pricing Certificate, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase.

“Rate Determination Date” shall mean the date when the Remarketing Agent determines the rate of interest to be borne by the Notes pursuant to Section 3.02(b) and (c), as applicable.

“Rate Period” shall mean the period during which a particular rate of interest determined for the Notes is to remain in effect pursuant to Article III.

“Remarketing Agent” shall mean the entity designated in the Remarketing Agreement pertaining to the Notes, and any successors thereto.

“Remarketing Agreement” shall mean the Remarketing Agreement between the District and the Remarketing Agent pertaining to the Notes.

“Stepped Rate” shall mean the rate set forth in the Officer’s Pricing Certificate.

“Stepped Rate Period” shall mean the period of time commencing on the Mandatory Tender Date described in Sections 4.03(g) and 4.05 and continuing through a subsequent remarketing or redemption of the Notes.

“Tender Agent” shall have the meaning set forth in the Officer’s Pricing Certificate. “Tender Agent Agreement” shall mean the Tender Agent Agreement between the District and the Tender Agent pertaining to the Notes, or any similar agreement entered into from time to time with any successor Tender Agent.

“Term Rate” unless otherwise set forth in the Officer’s Pricing Certificate, shall mean the interest rate to be determined for the Notes in a Term Rate Period.

“Term Rate Conversion Date” unless otherwise set forth in the Officer’s Pricing Certificate shall mean the day the Notes first bear interest at a Term Rate.

“Term Rate Period” shall mean each period during which the Notes bear interest at a Term Rate.

“Undelivered Notes” shall mean Notes which are required to be delivered to the Tender Agent pursuant to the terms of this Resolution and which are not in fact delivered.

ARTICLE II.

MISCELLANEOUS

Section 2.01 Term Rate Held in Book Entry System. This Section 2.01 shall apply with respect to tenders and purchases of Term Rate Notes held in the Book Entry System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Term Rate Notes directly to DTC to be distributed in accordance with DTC’s normal procedures. Evidence of beneficial ownership in Term Rate Notes purchased with such remarketing proceeds shall be provided to the purchasers thereof according to OTC’s normal procedures.

ARTICLE III.

INTEREST RATES ON NOTES

Section 3.01 Initial Interest Rates; Subsequent Interest Rates. The Notes shall bear interest at the Initial Term Rate(s) for the Initial Term Rate Period(s) as set forth in the Officer’s Pricing Certificate. At the end of the Initial Term Rate Period(s), the Notes shall be subject to mandatory tender on the date(s) set forth in the Officer’s Pricing Certificate, without right of retention by the Owner; provided, however, that a failure of the Remarketing Agent to remarket any of the Notes at the end of the Initial Term Rate Period(s), as further described in Section 4.05, shall result in the holders of all the Notes retaining such Notes until the same are remarketed or redeemed pursuant to the applicable provisions of this Resolution. After the Initial Term Rate Period, the Notes shall be converted to bear interest in a different Rate Period (as provided in an

Officer's Pricing Certificate) as determined in accordance with the provisions of this Resolution, until the Notes mature or are converted to a different Rate Period, as applicable, all as provided herein. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket the Notes, resulting in the holders thereof retaining such Notes subsequent to the end of the Initial Term Rate Period(s), the Notes shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period. No opinion of counsel is required prior to conversion from the Initial Term Rate Period(s) to a Rate Period of one year or more.

Section 3.02 Term Rates; Conversions to Term Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III the Term Rate to be applicable to Notes during any Term Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Term Rate in accordance with this section on the Rate Determination Date, and all Notes, unless otherwise set forth in the Officer's Pricing Certificate (other than Notes bearing interest at the Stepped Rate) shall be issued in the same Term Rate mode. The Term Rate so determined shall become effective on the first day of the next succeeding Rate Period.

(i) In each case, the Term Rate for the Term Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b) or (c) below, as is applicable.

(ii) Each Term Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Notes to have a market value not less than the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date, provided, however, the Term Rate will not cause such Notes to exceed the Purchase Price; provided that: (A) if the Remarketing Agent fails for any reason to determine or notify the Pricing Officer, the Tender Agent or the Paying Agent/Registrar of the Term Rate for any Term Rate Period when required hereunder, the Term Rate for such period shall be deemed to be determined as the Term Rate then in effect; and (B) in no event shall the Term Rate for any Term Rate Period exceed the Maximum Rate.

(iii) All determinations of Term Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, and the Owners of the Notes to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive such notice.

(b) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence initially on the Term Rate Conversion Date and (B) end on the last day preceding either the commencement date of the following Term Rate Period or the Conversion Date on which a different Rate Period shall become effective.

(ii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the day immediately preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of each Term Rate shall be given by the Paying Agent/Registrar to each Owner promptly after such Term Rate is determined.

(iv) At the expiration of then-applicable Term Rate Period, there occurs a failed remarketing of the type described in Section 4.03(g) hereto, such Notes shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(c) Conversions between Term Rate Periods. At the option of the District, the Notes may be converted from one Term Rate Period to another. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, if required, to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to Section 3.02(c)(ii). The conversion shall be accomplished as follows:

(i) Unless otherwise provided in the Officer's Pricing Certificate, the Conversion Date of a conversion to a different Term Rate Period shall be an Interest Payment Date on which interest is payable for the Term Rate Period from which the conversion is to be made; provided, however, that if the conversion is from a Term Rate Period to a different Term Rate Period, the Conversion Date shall be limited to an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) above. Conversions from a Stepped Rate Period may occur on any date during the Stepped Rate Period.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar and the Tender Agent (if any) not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Term Rate Period to which the conversion will be made.

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall provide a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(c)(ii) above;

(B) set forth the dates by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Term Rate for the Term Rate Period commencing on the Conversion Date pursuant to Section 3.02(c)(iv) below; and

(C) set forth the matters required to be stated pursuant to Section 4.03 with respect to purchases of such Notes governed by such Section.

(iv) The Term Rate for the Term Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b) or (c), whichever is applicable to the Term Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section 3.02 - (a) from a Term Rate Period of one year in duration to a Term Rate Period of longer than one year in duration or vice versa; or (b) to a Fixed Rate shall be subject to the condition that on or before five (5) days prior to the date the Paying Agent/Registrar is required to give notice of the date of such conversion, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel. If such Opinion of Bond Counsel is not delivered, the conversion shall not occur and the Notes shall not be converted but shall remain in the same Rate Period; provided, however, that such Notes shall be subject to mandatory tender as provided herein. For the avoidance of doubt, no opinion of Bond Counsel is required when converting from the Initial Term Rate Period to a Rate Period of one year or more in duration (unless otherwise provided in the Officer's Pricing Certificate).

(d) On any Conversion Date, in accordance with all applicable law, the District reserves the right to divide the Notes into two or more subseries or to further divide the Notes currently in a subseries.

Section 3.03 Reserved.

Section 3.04 Fixed Rate Conversion at Option of the District. At the option of the District, and pursuant to an order of the Board, Notes bearing interest at a Term Rate (including the Initial Term Rate) may be converted in whole or in part to a Fixed Rate to their maturity or prior redemption. In the event of a partial conversion pursuant to this Section, the Paying Agent/Registrar shall select by lot or other customary random method the Notes to be converted to a Fixed Rate in order to effectuate a pro rata allocation of the mandatory redemption schedule as set forth in the Officer's Pricing Certificate between the Notes to be converted to a Fixed Rate and the Notes remaining in a Term Rate. Any such conversion shall be made as follows:

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) hereof; provided, further that Notes bearing interest at a Stepped Rate may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from the Initial Term Rate Period shall be on the schedule date of the mandatory tender at the end of the Initial Term Rate Period as further described in Section 3.01 of this Resolution.

(b) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent, if any, not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Notes to be converted.

(ii) Not less than thirty (30) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall give written notice of the conversion to the Owner of all Notes to be converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 3.04(c).

(c) Notice of conversion shall be given by the Paying Agent/Registrar to Moody's, S&P, and Fitch (if rating the Notes) and the Owners of all Notes to be converted. Such notice shall inform the Owners of:

(i) the proposed Fixed Rate Conversion Date;

(ii) the dates by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Fixed Rate pursuant to Section 3.04(d) below;

(iii) the conditions to the conversion pursuant to Section 3.04(e) below;
and

(iv) the matters required to be stated pursuant to Section 4.04 with respect to purchases of Notes governed by such Section.

(d) Not later than 12:00 p.m., New York City time, on the seventh (7th) Business Day prior to the Fixed Rate Conversion Date the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates for the Notes which will cause the Notes to have a market value equal to the principal amount thereof (with the redemption dates and prices determined pursuant to Section 5.02(c) hereof), and make the Fixed Rate or Rates available to the Paying Agent/Registrar; provided, however, in no event shall the Notes converted to Fixed Rate bear interest at a rate exceeding the Maximum Rate. Such determination shall be conclusive and binding upon the District, the Paying Agent/Registrar and the Owners of the Bond to which such Rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates to the Tender Agent, and the Owners (as of the Fixed Rate Conversion Date).

(e) Any conversion to a Fixed Rate pursuant to this Section 3.04 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Notes which are then required to be purchased pursuant to Section 4.04.

If the foregoing conditions are not met for any reason, the conversion shall not be effective, the Notes shall continue to bear interest at the last effective Term Rate or Stepped Rate, as applicable and the provisions of Section 4.03(g) to the extent applicable and not contradictory shall apply.

(f) At its option, the District also may determine the serial or term maturities, redemption provisions and other terms which shall be applicable to the pricing of the Notes on and after the Fixed Rate Conversion Date. Such option may be exercisable only on a Fixed Rate Conversion Date. Serial maturities shall be determined by the Board at the time of the conversion to a Fixed Rate. Following the Fixed Rate Conversion Date, the Notes shall be subject to optional redemption in whole or in part on such dates as shall be determined at the time of the conversion. If the District so elects, the serial maturities or mandatory redemption provisions for the Notes converted to a Fixed Rate shall be determined in the basis of providing similar relative principal and interest payments on such Notes, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Notes, if any, not then converted to a Fixed Rate). Also, if the District exercises its option to change the redemption provisions and the serial maturity dates, then on or before the Fixed Rate Conversion Date on which such option is exercised, the District shall, as a condition to the exercise of such option, deliver to the Paying Agent/Registrar an Opinion of Bond Counsel.

ARTICLE IV. TENDER AND PURCHASE OF NOTES

Section 4.01 Procedures for Tendered Notes.

- (a) No Optional Tender. Notes are not subject to optional tender.
- (b) Purchase of Tendered Notes.

(i) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the 'date fixed for purchase of tendered Notes, the Remarketing Agent shall give notice by telephone, telegram, telecopy, time-sharing terminal, telex, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Notes which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone, telegram, telecopy, facsimile transmission, or other similar communication to a Pricing Officer, and the Paying Agent/Registrar specifying the principal amount of tendered Notes as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and taxpayer identification numbers of the purchaser, the Authorized Denominations of the Notes to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) Sources of Payment. At or before 10:30 a.m., New York City time, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the "Houston Independent School District Remarketing Proceeds Payment Fund" (the "Payment Fund") on the date fixed for purchase of the tendered Notes, all amounts representing proceeds of the remarketing of such Notes.

(iii) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Notes and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Notes the Tender Agent shall pay the Purchase Price of such Notes to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. If sufficient funds are not available for the purchase of all tendered Notes, no purchase shall be consummated.

(iv) Registration and Delivery of Tendered or Purchased Notes. Notes purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and delivered to the new registered owner in accordance with the instructions of the Remarketing Agent.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Notes are held in the Book-Entry System of DTC hereof, any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner.

(v) Delivery of Notes; Effect of Failure to Surrender Notes. All Notes to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Notes held in book entry only system). If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Notes (or portions thereof) shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above. Any Owner of Undelivered Notes shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Notes, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Notes.

Section 4.02 Reserved.

Section 4.03 Mandatory Tender Upon Term Rate Conversion.

(a) Conversions to Term Rate Periods. Notes to be converted from any Term Rate Period to a different Term Rate Period on any Conversion Date pursuant to Section 3.02(c), are subject to mandatory tender for purchase on the Conversion Date at the Purchase Price. The Owners of such Notes shall not have the right to elect to retain such Notes.

(b) Reserved.

(c) Reserved.

(d) Notice to Owners. Any notice of a Conversion Date given to Owners pursuant to Section 3.02(c)(iii) shall, in addition to the requirements of such Section state that the Notes to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Notes are to be tendered for purchase.

(e) Remarketing. On the date any notice of a Conversion Date is given to Owners pursuant to Section 4.03(a:) above, the Tender Agent shall notify a Pricing Officer and the Remarketing Agent by telephone, telegram, telecopy, facsimile transmission or other similar communication, of the principal amount of Notes to be tendered for purchase on the Conversion Date. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Notes. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Notes to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Conversion Date.

(f) Purchase of Tendered Notes. The provisions of Section 4.01(b) shall apply to tenders pursuant to this Section 4.03.

(g) Conversions - Stepped Rate. If the conversion of Notes relates to a conversion from a Term Rate then the Notes shall be subject to mandatory tender on the Term Rate Conversion Date pursuant to Section 4.03(a). In the event that such Notes are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Notes tendered on such date, the failed conversion and remarketing shall not constitute an event of default under this Resolution or the Notes, the mandatory tender will be deemed to have been rescinded for that date with respect to all the Notes and the Notes (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Notes, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Resolution (including the identification of the Interest Payment Dates until the Notes are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Resolution. In the event of a failed conversion and remarketing as described above, the District will cause the Notes to be converted and remarketed. on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate. All other provisions of Section 4.03 shall apply to and govern Notes described in this Subsection (g) to the extent such terms are not in conflict with those included herein.

Section 4.04 Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender Upon Conversion. Notes to be converted to a Fixed Rate pursuant to Section 3.04 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners shall not have the right to elect to retain their Notes.

(b) Notice to Owners. Any notice of conversion given to Owners pursuant to Section 3.04(c) shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Notes not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Notes and such Undelivered Notes shall no longer be entitled to the benefits of this Resolution.

(c) Remarketing. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Notes; provided that in no event shall the Remarketing Agent offer any such Bond for sale to any person unless the Remarketing Agent has advised such person of the fact that, after the Fixed Rate Conversion Date, the Bond will no longer be subject to tender at the option of the Owner. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Notes in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(d) Purchase of Tendered Notes. The provisions of Section 4.01(b) shall apply to mandatory tenders pursuant to this Section 4.04.

Section 4.05 Mandatory Tender at End of Initial Term Rate Period. The District shall use its best efforts to take all such actions required by this Resolution to be performed by the District to cause all Notes (of a particular series or subseries) to be converted from the Initial Term Rate Period to a different Rate Period on the first Business Day immediately following the last day of the applicable Initial Term Rate Period. Notwithstanding any provisions of this Resolution to the contrary, the Notes issued hereunder shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Term Rate Period, without right of retention by the Owner, at the Purchase Price. Notes tendered pursuant to this Section 4.05 shall be delivered to the Remarketing Agent against payment therefor in accordance with the provisions of Section 4.01(b). In the event that such Notes are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Notes tendered on such date, the failed conversion and remarketing shall not constitute an event of default under this Resolution or the Notes, the mandatory tender will be deemed to have been rescinded for that date and the Notes (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Notes, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in an Initial Term Rate Period for all other purposes of this Resolution (including the identification of Interest Payment Dates until the Notes are remarketed or redeemed), though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of this Resolution. In the event of a failed conversion and remarketing as described above, the District will cause the Notes to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at not less than par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

ARTICLE V.
REDEMPTION OF NOTES BEFORE MATURITY

Section 5.01 Limitation on Redemption. The Notes shall be subject to redemption before scheduled maturity only as provided in the Officer's Pricing Certificate.

Section 5.02 Optional Redemption. (a) Unless otherwise provided for in the Officer's Pricing Certificate, prior to the Fixed Rate Conversion Date, Notes, other than Notes bearing interest at the Initial Term Rate during the Initial Term Rate Period; and Notes bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Notes bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate, as applicable, to the redemption date, on any Business Day. Notes bearing interest at the Initial Term Rate during the Initial Term Rate Period are subject to redemption at the option of the District as set forth in the Officer's Pricing Certificate.

(c) Notes bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date.

(d) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Notes, which notice shall specify the principal amount of the Notes to be redeemed (i) with respect to Notes bearing interest at a Stepped Rate, at least one (2) days prior to the redemption date, (ii) with respect to Notes bearing interest at any Term Rate at least twelve (12) days prior to the redemption date; and (iii) with respect to Notes bearing interest at a Fixed Rate, at least thirty-five (35) days prior to the redemption date.

Section 5.03 Notice of Redemption. The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be given to any Rating Agency then rating the Notes, and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Bond bearing interest at a Stepped Rate at least one (1) day prior to the redemption date; (ii) with respect to a Bond bearing interest at a Term Rate at least ten (10) days prior to the redemption date; and (iii) with respect to a Bond bearing interest at the Fixed Rate, at least thirty (30) days prior to the redemption date.

ARTICLE VI.
REMARKETING AGENT; TENDER AGENT

Section 6.01 Remarketing Agent. The District shall select a Remarketing Agent and enter into a Remarketing Agreement for the Notes prior to the end of the Initial Term Rate Period. The Pricing Officer is hereby authorized to select and appoint the initial Remarketing Agent for the Notes, which appointment shall be set forth in the Officer's Pricing Certificate and to approve the terms (including fees) in the Remarketing Agreement. The President of the Board, Vice President

of the Board or a Pricing Officer are hereby authorized to executed and deliver the Remarketing Agreement.

Section 6.02 Appointment of Initial Tender Agent. The Pricing Officer is hereby authorized to select and appoint the initial Tender Agent for the Notes, which appointment shall be set forth in the Officer's Pricing Certificate and to approve the terms (including fees) in the Tender Agent Agreement. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement in a form similar to other tender agent agreements entered into by the District, the execution of which is hereby approved. Additionally, the President or Vice President of the Board is hereby authorized and directed to execute and deliver the Tender Agent Agreement for and on behalf of the District and this Board, and such Tender Agent Agreement as executed by the President or Vice President of the Board shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Notes.

Section 6.03 Maintaining Remarketing Agent and Tender Agent. (a) Subject to Section 6.01 hereof, the District hereby agrees that, while any of the Notes bear interest at a Term Rate, it will maintain a Remarketing Agent (if required by the interest rate mode of the Notes) and Tender Agent with respect to the Notes, qualified to act in such respective capacity. No resignation or removal of the Remarketing Agent or Tender Agent shall become effective until a successor has been appointed and accepted such appointment. Any successor Tender Agent shall have capital of not less than \$50,000,000. The Remarketing Agent shall use its best efforts to remarket the Notes on the terms described in this Resolution.

(b) Promptly upon each change in the entity serving as Remarketing Agent or Tender Agent the District will cause notice of such change to be sent to each Owner by first class mail.

ARTICLE VII. FORM OF THE NOTES

Section 7.01 Form Generally. The Term Rate Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in Attachment A to this Appendix A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Notes (or any Stated Maturities thereof) are insured, and any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Notes, as evidenced by their execution.

ARTICLE VIII.
AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 8.01 Without Consent of Owners. Without' notice to or the consent of any Owner, the District may, at any time, amend this Resolution to cure any ambiguity or cure, correct or supplement any defective or inconsistent provision contained in this Resolution (including any particular series or subseries):

(a) to cure or correct any ambiguity or defective provision herein or to correct or supplement any provisions in this Resolution which may be inconsistent with any other provision contained herein;

(b) to modify this Resolution or the Notes. to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Notes for sale under the securities laws of any state of the United States;

(c) to authorize different authorized denominations of the Notes and to make correlative amendments and modifications to this Resolution regarding exchangeability of Notes of different authorized denominations, redemptions of portions of Notes of particular authorized denominations and similar amendments and modifications of technical nature;

(d) to increase or decrease the number of days specified for the giving of notices in Articles III, IV and V of this Resolution and to make corresponding changes to the period for notice of redemption of the Notes provided that no decreases in any such number of days shall become effective except while the Notes bear interest at a Term Rate and until 10 days after the Paying Agent/Registrar has given notice to the Owners of the Notes;

(e) to provide for an uncertificated system of registering the Notes or to provide for the change to or from a Book-Entry System for the Notes;

(f) to make any change to this Resolution when all Notes have been tendered to the Remarketing Agent pursuant to the terms of this Resolution, but have not been remarketed following such tender; provided, however, that the Remarketing Agent has received. notice of such amendment or supplement;

(g) effective upon any Conversion Date to a new Rate Period to make any amendment affecting only the Notes being converted;

(h) to increase the Maximum Rate; or

(i) to make any other change that does not, in the opinion of bond counsel to the District, materially adversely affect the interests of the Owners.

Section 8.02 With Consent of Owners. If an amendment of or supplement to this Resolution or the Notes without any consent of Owners is not permitted by the preceding Section, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Notes then Outstanding.

However, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby, of or supplement to the terms and conditions in this Resolution, so as to:

- (a) change the sinking fund requirements, if any, interest payment dates, rights to tender or the maturity or maturities of the Outstanding Notes;
 - (b) reduce the rate of interest borne by any of the Outstanding Notes;
 - (c) reduce the amount of the principal or purchase price of or premium, if any, payable on the Outstanding Notes;
 - (d) modify the terms of payment of principal or purchase price of, premium, if any, or interest on the Outstanding Notes, or impose any conditions with respect to such payments.;
 - (e) affect the rights of the Owners of fewer than all of the Outstanding Notes;
- or
- (f) decrease the minimum percentage of the principal amount of Outstanding Notes necessary for consent to any such amendment.

In addition, if money or investments have been deposited or set aside with the Paying Agent/Registrar for the payment of Notes and those Notes shall not have in fact been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the Owner of each of those Notes affected.

Section 8.03 Effect of Consents. Any consent received pursuant to Section 8.02 will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 8.04 Notation on or Exchange of Notes. If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 8.05 Notice to Owners. Upon receipt of notice of an amendment or change to the Resolution, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Resolution to be mailed to the Owners. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

ATTACHMENT A TO APPENDIX A

FORM OF VARIABLE RATE NOTE

REGISTERED
NO. R-1⁵

REGISTERED AMOUNT
\$ _____⁶

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**HOUSTON INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE MAINTENANCE TAX NOTE _____⁷
SERIES _____⁸**

Dated Date:	Issuance Date	Interest Rate	Maturity Date	CUSIP No.
9	10	11	12	13

REGISTERED OWNER: _____¹⁴

PRINCIPAL AMOUNT: _____¹⁵

The Houston Independent School District (hereinafter referred to as the District), a body corporate and political subdivision in the County of Harris, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or provided for. Interest shall accrue from the Issuance Date.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Resolution pursuant to which the Notes are issued.

⁵ Initial Bond to be numbered T-1.

⁶ Insert from Officer's Pricing Certificate.

⁷ Insert from Officer's Pricing Certificate.

⁸ Insert from Officer's Pricing Certificate.

⁹ Insert from Officer's Pricing Certificate.

¹⁰ Insert from Officer's Pricing Certificate.

¹¹ Insert from Officer's Pricing Certificate.

¹² Insert from Officer's Pricing Certificate.

¹³ Delete from Initial Bond

¹⁴ Insert from Officer's Pricing Certificate.

¹⁵ Insert from Officer's Pricing Certificate.

Interest on this Note is payable to the registered owner hereof by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Note at the designated office of _____¹⁶ as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered on the "Record Date," as set forth in the Resolution. "Interest Payment Date" shall have the meaning given to such term in the Resolution.

Any payments required to be made hereunder on any day which is not a Business Day (as defined in the Resolution) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim.¹⁷

This Note is one of a series of duly registered Notes specified in the title hereof issued in the aggregate principal amount of \$_____¹⁸ (herein referred to as the "Notes"), issued pursuant to a resolution adopted by the School Board of the District (the "Resolution") and a pricing certificate executed pursuant to the Resolution and relating the Notes (the Pricing Certificate together with the Resolution is herein referred to as the "Resolution") for the purpose (i) providing funds for any lawful maintenance expenses of the District, consisting of repair, renovation, and improvements to existing school facilities, environmental cleanup, and the maintenance, repair, rehabilitation, or replacement of building systems of existing school properties, and (ii) paying the costs of issuance of the Notes pursuant to the Resolution, and the authority of Section 45.108, Texas Education Code, and Chapter 1371, Texas Government Code.

This Note shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

INTEREST PROVISIONS

This Note bears interest at an Initial Term Rate, Term Rate or a Fixed Rate as set forth in the Resolution.

This Note initially shall bear interest at the Initial Term Rate per annum from the Issuance Date stated above through _____¹⁹ (the "Initial Term Rate Period"). The Notes shall be subject to mandatory tender, without right of retention by the owners thereof, on _____²⁰ and shall be tendered to the Remarketing Agent against payment therefor. During the Initial Term Rate interest shall be computed on the basis of a 360-day year of twelve 30-day months. Thereafter, this Note shall bear interest at a Term Rate until converted to another interest rate mode, or at a Fixed Rate.

¹⁶ Insert from Officer's Pricing Certificate.

¹⁷ Update as needed from Officer's Pricing Certificate.

¹⁸ Insert from Officer's Pricing Certificate.

¹⁹ Insert from Officer's Pricing Certificate.

²⁰ Insert from Officer's Pricing Certificate.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Resolution and pursuant to the terms of the Remarketing Agreement (if any) between the District and the initial Remarketing Agent, or any successor thereto (the "Remarketing Agent").

WRITTEN NOTICE OF RATE MODE CHANGE

While the Notes bear interest at a Term Rate, the Paying Agent/Registrar shall give notice to the registered owners of the conversion from one interest rate mode to another at the times described in the Resolution. ANY REGISTERED OWNER OF NOTES WHO MAY BE UNABLE TO TAKE TIMELY ACTION ON ANY NOTICE SHOULD CONSIDER WHETHER TO MAKE ARRANGEMENTS FOR ANOTHER PERSON TO ACT IN HIS OR HER STEAD. If a new interest rate mode for the Notes is not selected in a timely fashion in accordance with the Resolution, the interest rate mode then in effect will continue until changed by timely notice.

MANDATORY TENDER

This Note is subject to mandatory tender for purchase by the Tender Agent in accordance with the terms Resolution.

FAILED REMARKETING

Initial Term Rate Period. In the event that this Note bears interest at an Initial Term Rate and it is not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Note tendered on such date, the failed conversion and remarketing shall not constitute an event of default under the Resolution or this Note, the mandatory tender will be deemed to have been rescinded for that date with respect to this Note, and this Note (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Note, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holder hereof), and (v) will be deemed to continue in an Initial Term Rate Period for all other purposes of the Resolution (including the identification of Interest Payment Dates until the Notes are remarketed or redeemed), though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of the Resolution. In the event of a failed conversion and remarketing as described above, the District will cause this Note to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

Term Rate Periods. If this Note is subject to mandatory tender on the Term Rate Conversion Date because of conversion from a Term Rate Period relating to this Note, and this Note is not converted and remarketed to new purchasers on the scheduled date of mandatory tender because of a failed remarketing, then the District shall have no obligation to purchase this Note tendered on such date, the failed conversion and remarketing shall not constitute an event of default under the Resolution or this Note, the mandatory tender will be deemed to have been rescinded for that date with respect to this Note, and this Note (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Note, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period, for all other purposes of this Resolution (including the identification of Interest Payment Dates until the Notes are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Resolution. In the event of a failed conversion and remarketing as described above, the District will

cause this Note to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Rate.

UNDELIVERED NOTES

Notes which are required to be tendered by the Owners thereof for purchase by the Tender Agent but which are not in fact delivered for purchase on the date and at the time required and for which there has been deposited an amount sufficient to pay the Purchase Price thereof, shall cease to accrue interest on the tender date, and the Owner thereof shall not be entitled to any payment other than the Purchase Price for such Note. Such Note shall no longer be outstanding and entitled to the benefits of the Resolution, except for the payment of the Purchase Price from money held by the Tender Agent for such payment. On the tender date, the Tender Agent shall authenticate and deliver substitute Notes in lieu of such Undelivered Notes.

REDEMPTION PROVISIONS

Optional Redemption.

[Prior to the Fixed Rate Conversion Date, Notes, other than Notes bearing interest at the Initial Term Rate during the Initial Term Rate Period, and Notes bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.]²¹

[Notes bearing interest at the Initial Term Rate are subject of redemption, in whole or in part, at the option of the District as provided in the Officer's Pricing Certificate.]²²

Notes bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate, as applicable, to the redemption date, on any Business Day.

Notes bearing interest at a Fixed Rate or Rates are subject to redemption on the dates and at the prices determined by the District on the Fixed Rate Conversion Date.

Mandatory Redemption. The Notes are subject to mandatory redemption prior to final maturity (subject to reduction as hereinafter provided) on each of the redemption dates and respective principal

²¹ Update as needed from Officer's Pricing Certificate.

²² Update as needed from Officer's Pricing Certificate.

amounts set forth below, at a redemption price equal to the principal amount thereof called for redemption plus accrued interest to the date of redemption:

Mandatory Redemption²³

Principal Amount²⁴

(final maturity)

In lieu of mandatorily redeeming the Notes pursuant to such Mandatory Redemption requirements, the District reserves the right to purchase for cancellation Notes of the same maturity at a price no greater than the applicable redemption price of such Notes.

The Paying Agent/Registrar will select by lot the specific Notes (or with respect to Notes having a denomination in excess of an Authorized Denomination, each portion thereof equal to an Authorized Denomination) to be redeemed by mandatory redemption. The principal amount of Notes required to be redeemed on any redemption date pursuant to the foregoing Mandatory Redemption provisions shall be reduced, at the option of the District, by the principal amount of any Notes having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

(a) if the District directs the Paying Agent to purchase Notes with money in the debt service fund for the Notes (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Notes purchased will be made against the next mandatory redemption installment due, or

(b) if the District purchases or redeems Notes with other available moneys, then the principal amount of such Notes will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.

Notice of optional and scheduled mandatory redemption shall be given by first class mail, postage prepaid (i) with respect to a Note bearing interest at a Stepped Rate, at least one (1) day prior to the redemption date; (ii) with respect to a Note bearing interest at a Term Rate at least ten (10) days prior to the redemption date; and (iii) with respect to a Note bearing interest at the Fixed Rate, at least thirty (30) days prior to the redemption date to the Owner of each Note to be redeemed in whole or in part. Notice having been so given, the Notes or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Notes or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Notes or portions thereof shall cease to accrue.

Notice of Redemption. Notice of optional and mandatory redemption shall be given as provided in the Resolution.

²³ Insert from Officer's Pricing Certificate.

²⁴ Insert from Officer's Pricing Certificate.

GENERAL PROVISIONS

As provided in the Resolution, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Notes of the same stated maturity and interest rate mode, 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.

DELIVERY OF NOTICES AND NOTES

Any Notes required to be delivered to the Tender Agent for purchase, and any notices required to be delivered to the Tender Agent hereunder shall be delivered to: (insert from Officer's Pricing Certificate).

Notes required to be tendered for purchase shall be delivered to the Tender Agent prior to 5:00 p.m. on the Business Day next preceding the date of purchase.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that the Notes do not exceed any constitutional or statutory limitation; and that available funds of the District sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been pledged irrevocably for such payment, which funds include the District's annual ad valorem maintenance tax which has been levied and ordered to be levied within the limits prescribed by law, against all taxable property in the District.

IN WITNESS WHEREOF; the District has caused this Note to be executed by the manual or facsimile signature of the President or Vice President of the School Board of the District and countersigned by the manual or facsimile signature of the Secretary of the School Board of the District.

President, School Board
Houston Independent School District

Secretary, School Board
Houston Independent School District

Form of Comptroller's Registration to Appear on Initial Notes only

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Note has been examined by him as required by law, 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 the Houston Independent School District, and that this Note has this day been registered by me.

WITNESS my signature and seal of office at Austin, Texas.

Comptroller of Public Accounts of the State of Texas

(SEAL)

Form of Authentication Certificate to Appear on Definitive Notes only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is to certify that this is one of the Notes referred to in the within-mentioned Resolution.

Registered this date: _____, as Paying Agent/Registrar

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

Signature guaranteed:
