Board of Directors Meeting

October 21, 2026

GUADALUPE-BLANCO RIVER AUTHORITY

October 21, 2026
Meeting Schedule

Board of Directors Meeting

Wednesday, October 21, 2026
10:00 a.m.
GBRA River Annex Board Room
905 Nolan St., Seguin, Texas 78155

NOTICE OF MEETING

GUADALUPE-BLANCO RIVER AUTHORITY
BOARD OF DIRECTORS

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code, the Guadalupe-Blanco River Authority (GBRA), whose principal office is in the City of New Braunfels, Comal County, Texas, hereby gives notice of a meeting of its **BOARD OF DIRECTORS** to be held at the **Guadalupe-Blanco River Authority River Annex Building, 905 Nolan St., Seguin, Guadalupe County, Texas, at 10:00 a.m. on Wednesday, October 21, 2026.**

CALL TO ORDER

- Chair's consideration of posted notices
- Pledge of Allegiance
- Welcome guests

PUBLIC COMMENTS

1. Comments from the public. **NOTE:** This portion of the meeting is intended for comments from the public on non-agenda item-related topics. Please sign and completely fill out the Attendance Sheet maintained at the entrance to the building where the meeting is being held. NO RESPONSE MAY BE MADE OR ACTION TAKEN BY THE BOARD DURING PUBLIC COMMENTS. To address the Board related to an item posted on the agenda for action or discussion, please indicate the Item number you wish to comment on using the Attendance Sheet. Comments will generally be limited to three (3) minutes, but the Chairman or presiding officer will determine the length of time for individual comments and may limit the time for comments to ensure all parties have an opportunity to speak. The Board will call individuals to make comments at the appropriate time.

CONSENT ITEMS

2. Consideration of and possible action approving the minutes of the September 16, 2026, Board Meeting.

Attachment

3. Consideration of and possible action approving the monthly financial report for September 2026.

Attachment

4. Consideration of and possible action approving the monthly operations report for September 2026.

Attachment

5. Consideration of and possible action approving Directors' expense vouchers for September 2026.

Attachment

6. Consideration of and possible action approving the disposal of equipment in accordance with GBRA Board Policy 411 - Capital Assets. **(Sandra Terry)**

Attachment

GENERAL MANAGER/CEO ITEMS

7. The General Manager/CEO and staff may report on, and the Board may discuss, executive reports and/or issues relating to GBRA activities including without limitation, the following: Safety Update, GBRA water and sewer utility operations, hydroelectric operations, GBRA facilities management including plants and dams, water resources planning and operation, construction management, economic and community development, project development, accounting and finance, records management, grants and financial assistance, human resources, information technology, communications, social media, education programs, resource protection, weather and climate, river flows and other scientific issues, public and private entities partnering with GBRA, water quality services, community affairs, environmental programs, legislative updates, strategic planning, and stewardship. **(James Semler, David Harris, Charles Hickman, Nathan Pence, Randy Staats, Vanessa Guerrero, John Curtis, Jonathan Stinson)**

Attachment

ACTION ITEMS

8. Consideration of and possible action approving the January 1, 2026 actuarial valuation for the Retirement Plan for Employees of the Guadalupe-Blanco River Authority and the recommended contribution of $1,223,548. **(Randy Staats)**

Attachment

9. Consideration of and possible action approving two resolutions authorizing the issuance of $44,705,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) and $35,000,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project); authorizing the sale thereof to the Texas Water Development Board (TWDB) through its State Water Implementation Fund for Texas (SWIFT) Program; approving and authorizing the execution of a Paying Agent/Registrar Agreement and Escrow Agreements with UMB Bank, N.A. related to such bonds; approving and authorizing all other instruments and procedures related thereto; and providing for an immediate effective date. **(Randy Staats)**

Attachment

10. Consideration of and possible action authorizing Finance staff members to close bank and investment accounts. **(Sandra Terry)**

Attachment

11. Consideration of and possible action approving a resolution designating Guadalupe-Blanco River Authority (GBRA) officials as signatories to execute contractual documents and financial documents related to the receipt of grant funds for the GBRA Hazard Mitigation Action Plan. **(Christina Chavez)**

Attachment

12. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute an agreement to provide benefit plans and services for GBRA employees for calendar year 2027. **(Vanessa Guerrero)**

Attachment

13**.** Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract to rehabilitate and pave portions of Coleto Creek Park roads. **(David Harris)**

Attachment

14. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract for vegetation management on Carrizo Pipeline easements. (**David Harris)**

Attachment

15. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract with the highest ranked bidder based on a Competitive Sealed Proposal process, which provides the best value for the Guadalupe-Blanco River Authority, for selection of a general contractor for the Ammann Road Water Line Relocation Project**. (Sidney Esqueda)**

Attachment

DISCUSSION ITEMS

16. Discussion regarding Base Flow Report, Water Quality Index, long-term weather pattern, and condition of the Guadalupe Basin. **(Charles Hickman)**

ITEMS FOR EXECUTIVE SESSION

17. The Board may meet in a closed meeting as authorized by Chapter 551, Texas Government Code, including, but not limited to, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and Texas Government Code section 418.183(f), to discuss one or more of the following matters:

a. Any items listed on this agenda;

b. Advice from legal counsel about pending or threatened litigation, including litigation options, representation, settlements, settlement-related agreements, and memoranda of understanding and, if applicable, the impact of pending or contemplated litigation on GBRA projects and proposed projects;

c. The following matters: (i) GBRA's Mid-Basin Water User Permit Application in Gonzales County (98th District Court of Travis County); (ii) San Antonio Water System's

application to TCEQ for a bed and banks permit on the San Antonio River (TCEQ); (iii) Cibolo Creek Municipal Authority's application to TCEQ for a bed and banks permit on the San Antonio River (TCEQ); (iv) GBRA's application to amend existing operating and export permits from Gonzales County Underground Water Conservation District; (v) other pending applications for TCEQ water use or water quality permits on which GBRA is the permittee or co-permittee; (vi) pending applications for TCEQ water use or water quality permits in the Guadalupe or adjacent river basins; and (vii) pending or threatened litigation to which GBRA is a party or potential party;

d. Advice from legal counsel about pending litigation or threatened litigation relating to right-of-way acquisition; deliberation on matters relating to the purchase, exchange, lease, or value of real property interests and advice from legal counsel on those matters, including, without limitation, issues relating to (i) right-of-way acquisitions for GBRA-related projects within or adjacent to the boundaries of GBRA's district; and (ii) exchange, sale, or transfer of real property interests within or adjacent to the boundaries of GBRA's district;

e. Briefing and advice from legal counsel relating to matters covered by counsel's duty of confidentiality, including, without limitation: (i) issues relating to agreements under negotiation; (ii) issues relating to potential litigation and representation in that litigation, including, without limitation, issues or disputes arising from existing contracts to which GBRA is a party and bid protests; (iii) legal and regulatory issues relating to GBRA's groundwater and/or surface water rights and permits throughout the Guadalupe River Basin; (iv) legal and regulatory issues relating to GBRA's water, wastewater, and hydroelectric generation operations; (v) issues relating to GBRA easement rights, enforcement of same, and other property rights; and (vi) issues relating to agricultural water sales;

f. The appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, General Manager/CEO, or employees; and to receive and obtain legal advice regarding the same from legal counsel;

g. Cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility within the boundaries of GBRA's district.

No action will be taken in executive session. The Board may take final action on any of the above-mentioned matters while convened in open session pursuant to Chapter 551 of the Texas Government Code.

ADJOURN

CONSENT ITEM

2. Consideration of and possible action approving the minutes of the September 16, 2026, Board Meeting.

Attachment

GUADALUPE-BLANCO RIVER AUTHORITY
Minutes of the Board of Directors
September 16, 2026

The Board of Directors of the Guadalupe-Blanco River Authority met in a regular meeting on September 16, 2026, at the GBRA River Annex Building Board Room, 905 Nolan St., Seguin, Guadalupe County, Texas. Directors present were Dennis Patillo, Patrick Cohoon, Robert Blaschke, William Carbonara, Stephen B. Ehrig, John Cyrier, Emanuel Valdez, and Jennifer Storm. Director Old was not present. Present in the River Annex Building in Seguin, Texas, were Darrell Nichols, General Manager/CEO; Jonathan Stinson, Deputy General Manager; Vanessa Guerrero, Executive Manager of Administration; Randy Staats, Executive Manager of Finance/CFO; Charles Hickman, Executive Manager of Engineering; Nathan Pence, Executive Manager of Environmental Science; David Harris, Executive Manager of Operations; John Curtis, Executive Manager of Information Technology; and Joe Cole, General Counsel.

Chairman Patillo called the meeting to order at 10:00 a.m. and took note of the certifications presented that notice of the meeting had been properly posted in the office of the Secretary of State and at the GBRA office in New Braunfels, Texas, pursuant to Title 5, Chapter 551 of the Texas Government Code. A quorum being present, the following proceedings were had:

Director Storm led the Pledges of Allegiance to the United States flag and the Texas flag.

The Chairman then called for **Public Comments.** There were no comments from the public.

The Chairman called for **Consent Item 2 - Consideration of and possible action approving the minutes of the August 19, 2026, Board Meeting; Consent Item 3 -**

Consideration of and possible action approving the monthly financial report for August 2026; Consent Item 4 - Consideration of and possible action approving the monthly operations report for August 2026; and Consent Item 5 - Consideration of and possible action approving Directors' expense vouchers for August 2026. Upon Motion by Director Cohoon, seconded by Director Blaschke, the Board unanimously approved Consent Items 2, 3, 4, and 5.

The Chairman then called for **General Manager/CEO Item 6 - The General Manager/CEO and staff may report on, and the Board may discuss, executive reports and/or issues relating to GBRA activities including without limitation, the following: Safety Update, GBRA water and sewer utility operations, hydroelectric operations, GBRA facilities management including plants and dams, water resources planning and operation, construction management, economic and community development, project development, accounting and finance, records management, grants and financial assistance, human resources, information technology, communications, social media, education programs, resource protection, weather and climate, river flows and other scientific issues, public and private entities partnering with GBRA, water quality services, community affairs, environmental programs, legislative updates, strategic planning, and stewardship.** James Semler, Safety and Risk Manager, stated that there were no lost-time incidents during this period or the last 858 days. During September, staff safety training focused on workplace violence prevention and active shooter response, electrical safety, incident investigation, and personal protective equipment. Safety tasks completed this past month included thirteen (13) safety inspections, TWA's Risk Management Trailer and Towing safety training, completion of a TWA Risk Management inspection, fire alarm certification for the Seguin campus, the development of a new Safety Culture inspection report for GBRA lift and pump stations, and the USDA New

World Screwworm monitoring was initiated at Canyon Lake Gorge. The safety infographic campaign for September was National Preparedness Month. Next, Charles Hickman, Executive Manager of Engineering, provided a quarterly engineering report that included updates on employee advancements and promotions, the Western Canyon pipeline SH 46 relocation project, Green Lake box re-establishment, and WaterSECURE.

The Chairman called for **Action Item 7 - Consideration of and possible action authorizing the General Manager/CEO to initiate administrative processes with the U.S. Fish and Wildlife Service (USFWS) to negotiate and finalize components of an Incidental Take Permit application to the USFWS based on the Guadalupe Blanco River Authority's Habitat Conservation Plan (HCP).** Daniel Large, HCP Director, is seeking authorization to initiate processes with USFWS and to negotiate and finalize components of an Incidental Take Permit ("ITP") application with USFWS. With authorization, the administrative draft of the HCP will be submitted to USFWS, allowing GBRA and USFWS to address any remaining issues before preparing and submitting the final HCP and the ITP 50-year term application. Upon Motion by Director Cohoon, seconded by Director Valdez, the Board unanimously approved Action Item 7, authorizing the General Manager/CEO to initiate administrative processes with the USFWS to negotiate and finalize components of an ITP application to the USFWS based on the HCP.

The Chairman then called for **Action Item 8 - Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute an interruptible water supply contract for up to 1,000 acre-feet for one year with J&S Energy Services LLC, with the option to renew said contract for two additional one-year terms**. Brian Perkins, Deputy Executive Manager of Engineering, is seeking authorization to negotiate and execute a water

supply contract with J&S Energy Services LLC for a one-year contract to supply interruptible water from GBRA to J&S Energy Services LLC for up to 1,000 acre-feet per year to be used in the Guadalupe Basin. This contract would allow for two (2) additional one (1) year terms. Upon Motion by Director Blaschke, seconded by Director Cohoon, the Board unanimously approved Action Item 8, authorizing the General Manager/CEO to negotiate and execute an interruptible water supply contract for up to 1,000 acre-feet for one year with J&S Energy Services LLC, with the option to renew said contract for two additional one-year terms.

The Chairman then called for **Action Item 9 - Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a Joint Funding Agreement between the United States Geological Survey and the Guadalupe-Blanco River Authority for the period of October 2026 through September 2027 for stream gauge and water quality monitoring.** Charles Hickman, Executive Manager of Engineering, is seeking to execute a Fiscal Year 2027 annual agreement with the United States Geological Survey ("USGS") for stream gauge monitoring at fourteen (14) gauges in the Guadalupe River Basin and water quality sample collection and processing in the Calhoun Canal System. The USGS will monitor and maintain all the streamflow gauges. GBRA's share of the contract is $203,708. Upon Motion by Director Cohoon, seconded by Director Ehrig, the Board unanimously approved Action Item 9, authorizing the General Manager/CEO to negotiate and execute a Joint Funding Agreement between the United States Geological Survey and the Guadalupe-Blanco River Authority for the period of October 2026 through September 2027 for stream gauge and water quality monitoring.

The Chairman called for **Action Item 10 - Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute one or more contracts for regulatory and legislative services.** Jonathan Stinson, Deputy General Manager, is seeking

authorization to execute one or more contracts to retain qualified legislative and regulatory service providers to monitor and address regulatory and legislative matters that may affect GBRA's statutory responsibilities, operations, customers, water and wastewater services, infrastructure, finance, and other interests. Upon Motion by Director Cohoon, seconded by Director Valdez, the Board unanimously approved Action Item 10, authorizing the General Manager/CEO to negotiate and execute one or more contracts for regulatory and legislative services.

The Chairman called for **Discussion Item 11 - Discussion and update on Guadalupe-Blanco River Authority's Strategic Plan.** Jonathan Stinson, Deputy General Manager, provided a review of the current Strategic Plan, including the FY 2026 initiatives for each department. A sample smart sheet and dashboard were provided to the Board to show how GBRA is tracking strategic initiatives, key performance indicators, and overall plan progress. GBRA is in the fourth year of the current five-year plan. The strategic map identifies the goals and objectives consist of a focus on the future, cooperative collaboration, operational excellence, investment in our people, and integrated communication. Mr. Stinson also provided the Board with highlights for FY 2027 and the development of the FY 2028-2032 plan. Darrell Nichols, General Manager/CEO, provided additional information to the Board on the goals contained in the strategic map and requested any information/feedback or clarification from any board member on the current plan.

The Chairman called for **Discussion Item 12 - Discussion regarding Base Flow Report, Water Quality Index, long-term weather pattern, and condition of the Guadalupe Basin.** Charles Hickman, Executive Manager of Engineering, briefed the Board on the Guadalupe River basin hydrologic conditions, including rainfall percentages, events, and totals; the Base Flow Report; the U.S. Drought Monitor Seasonal Outlook; Edwards Aquifer level; Comal Springs level; Guadalupe River stream flows; neutral conditional modeled forecast; and elevation of Canyon

Reservoir. Canyon Reservoir elevation was at 908.67’ as of September 4, 2026. The J-17 well level was 640.80’ as of September 14, 2026. Comal Springs was flowing around 185 cfs. The open meeting was recessed at 10:51 a.m., subject to call by the Chairman, and the meeting was held in executive session at 11:05 a.m. pursuant to Chapter 551, Texas Government Code.

The open meeting reconvened at 11:26 a.m.

There being no further business to be brought before the Board, the meeting was adjourned at 11:26 a.m., subject to a call by the Chairman.

_____ _____

Chairman Secretary/Treasurer

CONSENT ITEM

3. Consideration of and possible action approving the monthly financial report for September 2026.

Attachment

FINANCIAL REPORT

TO THE

BOARD OF DIRECTORS

Month Ending September 2026

Financial Report To The
BOARD OF DIRECTORS
Month Ending September 2026

Board of Directors

NAME	POSITION	COUNTY REPRESENTING
Dennis L. Patillo	Chair	Victoria
James P. Cohoon	Vice Chair	Kendall
Robert E. Blaschke	Sec/Treasurer	Refugio
William R. Carbonara	Director	Dewitt
John P. Cyrier	Director	Caldwell
Stephen B. “Steve” Ehrig	Director	Gonzales
Jennifer Storm	Director	Hays
Sheila L. Old	Director	Guadalupe
Emanuel Valdez, Jr.	Director	Comal

Executive Team

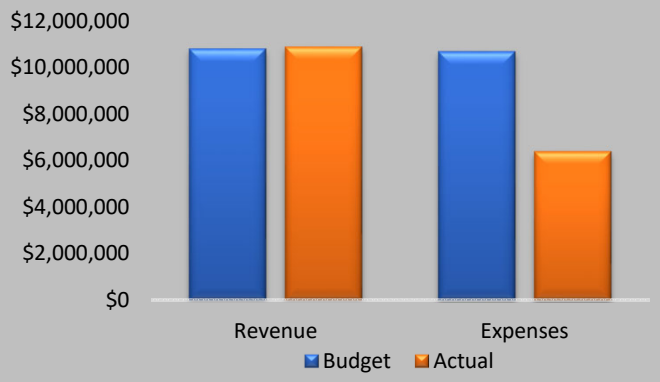
NAME	POSITION
Darrell Nichols	General Manager/CEO
Jonathan Stinson	Deputy General Manager
Joe Cole	General Counsel
John Curtis	Executive Manager of Information Technology
Vanessa Guerrero	Executive Manager of Administration
David Harris	Executive Manager of Operations
Charlie Hickman	Executive Manager of Engineering
Nathan Pence	Executive Manager of Environmental Science
Randy Staats	Executive Manager of Finance/CFO

Guadalupe-Blanco River Authority
Executive Summary
September 30, 2026

MONTH

	Budget	Actual	% Budget
Revenue	$10,779,368	$10,865,138	101%
Expenses	$10,683,386	$6,398,011 A	60%
Operating Inc.	$95,982	$4,467,127	

Note: Budget figures represent 1/12th of the fiscal year budget.



COMMENTS FOR MONTH

Revenue:

Monthly total revenue was greater than budget by $86 K

Water Sales were in line with budget, exceeding by $7 K.
Wastewater Services were less than budget by $89 K due to the timing of receipt of connection fees.
Hydroelectric Sales were less than budget by $91 K. Electrical generation occurred at Canyon Dam for the first time since August 2022.
Recreation and Land Use was less than budget by $12 K due to seasonality.
Administrative & General was less than budget by $318 K. Revenue is offset by the same amount in A&G expense.
Investment Income was greater than budget by $107 K.
(interest generated from restricted funds is not included in the budget)

Expenses:

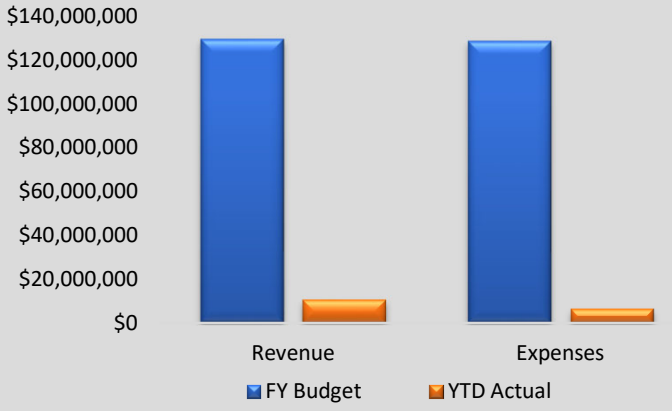
At the beginning of the fiscal year, many of the invoices presented for payment in September are related to goods or services recevied during August and are therefore recorded as expenses in the prior fiscal year (FY 2026). Similarly, the first payroll in September includes payment for work performed in August and is accrued as an expense in the prior fiscal year in which it was earned.

A - The majority of principal payments on debt service are not due until August. As a result, values are minimal until the end of the fiscal year.

FISCAL YEAR

	FY Budget	YTD Actual	% of Budget
Revenue	$129,352,421	$10,865,138	8%
Expenses	$128,200,634	$6,398,011	5%
Oper Income	$1,151,787	$4,467,128	

Note> Budget figures represent the full fiscal year.



COMMENTS FOR FISCAL YEAR

8% of the fiscal year completed

Revenue:

One month into the fiscal year, Fiscal Year revenues will match the Monthly revenues. Explanations are presented above.

Expenses:

One month into the fiscal year, Fiscal Year revenues will match the Monthly revenues. Explanations are presented above.

GENERAL COMMENTS:

1. There have been no financial concerns during FY 2027. Please see "Notes" on the Management Report on the following page for routine differences between budget and actuals.

2. GBRA's Financial Practices & Strategies target reserve level is 90 days or 25% of budgeted operations & maintenance expenses. At month's end, unrestricted cash & investments totaled **$68.1 million**, which equates to **279 days** or **76%** of budgeted operations & maintenance expenses.

Management Report

Revenues & Expenses Comparison to Budget

September 30, 2026

	% of FY Completed 8%

	Monthly		%	Fiscal Year Total		%
REVENUES	**Actual**	**Budget**	**Budget**	**YTD Actual**	**Annual Budget**	**Budget**
Water Sales, Pipeline Transmission, & Operations	$ 4,635,809	$ 4,628,277	100%	$ 4,635,809	$ 55,539,326	8%
Wastewater Services	1,857,475	1,946,383	95%	1,857,475	23,356,591	8%
Hydroelectric Sales	60,277	151,484	40%	60,277	1,817,812	3%
Recreation & Land Use	105,334	117,833	89%	105,334	1,414,000	7%
Laboratory Services	100,704	100,000	101%	100,704	1,200,000	8%
Administrative & General Services	193,209	511,513	38%	193,209	6,138,156	3%
Grant Income	57,036	102,119	56%	57,036	1,225,423	5%
Miscellaneous	1,052,687	475,547	221%	1,052,687	5,706,563	18%
Investment Income	249,686	142,049	176%	249,686	1,704,588	15%
Capacity Charges (Debt)	2,552,922	2,604,164	98%	2,552,922	31,249,962	8%
TOTAL	**$ 10,865,138**	**$ 10,779,368**	**101%**	**$ 10,865,138**	**$ 129,352,421**	**8%**
EXPENSES (and Budgeted Changes to Assets/Liabilities)						
Personnel Operating Costs	$ 1,334,404	$ 2,589,040	52%	$ 1,334,404	$ 31,068,485	4%
Operating Supplies & Services	2,720,071	3,551,153	77%	2,720,071	42,613,839	6%
Maintenance & Repairs	342,537	575,846	59%	342,537	6,910,147	5%
Administrative & General Services	193,209	511,513	38%	193,209	6,138,156	3%
Capital Outlay & Customer Capital Expenses	62,242	77,314	81%	62,242	927,769	7%
Principal Payments (Debt)	-	1,640,729	0%	-	19,688,751	0%
Interest Expenses (Debt)	1,745,548	1,416,740	123%	1,745,548	17,000,877	10%
Transfers to Project/Reserve Funds	-	321,051	0%	-	3,852,610	0%
TOTAL	**$ 6,398,011**	**$ 10,683,386**	**60%**	**$ 6,398,011**	**$ 128,200,634**	**5%**
OPERATING INCOME	**$ 4,467,127**	**$ 95,982**		**$ 4,467,127**	**$ 1,151,787**	

Notes:

1. *Investment Income is derived from both unrestricted and restricted cash and investments. The budget includes estimates for only unrestricted investments.*

2. *The majority of Principal Payments are not due until August. As a result, values will be minimal until the end of the Fiscal Year.*

3. *Transfers to (from) Projects and Reserve Funds take place at the end of the year and are not reflected as expenses, but rather on the Statement of Net Position.*

Guadalupe-Blanco River Authority
Statement of Net Position
September 30, 2026

CURRENT ASSETS		**CURRENT LIABILITIES (Unrestricted)**	
Cash	$ 6,439,812	Curr. Portion, Long-term Loans	$ -
Operating Investments	61,674,146	Loans, Interest Payable	-
Interest Receivable	191,132	A/P-Operating	7,706,090
A/R-Operating	16,111,647	A/P-Interfund	-
Other Current Assets	1,080,937	**Total Current Liab. (Unrest.)**	**7,706,090**
Total Current Assets	**85,497,674**		
		CURRENT LIABILITIES (Restricted)	
RESTRICTED ASSETS		Current Portion, Bonds & Loans	19,510,000
Cash	96,842,026	Current Portion, Interest Payable	2,754,212
Investments	77,721,395	A/P-Construction	8,781,773
Interest Receivable	451,474	**Total Current Liab. (Restr.)**	**31,045,985**
Total Restricted Assets	**175,014,895**		
		LONG-TERM LIABILITIES	
LONG-TERM ASSETS		Revenue Bonds Payable	671,605,607
Interfund Loans Receivable	12,962,163	Long-Term Loans Payable	12,000,000
Long-term Loan Receivable	3,938,885	Long-Term Interest Payable	16,638,265
Deferred Revenue	-	Interfund Loans Payable	12,962,163
Total Long-Term Assets	**16,901,048**	Less Current Portion	(19,510,000)
		Total Long-Term Liabilities	**693,696,036**
FIXED ASSETS			
Land and Land Rights	21,651,713	**OTHER LIABILITIES**	
Water and Storage Rights	59,047,185	Advances for Operations	130,047
Dams, Plants and Equip.	300,807,215	Defined Benefit Pension Plan Liability	3,842,500
Work in Progress	450,889,662	Deferred Inflows-Bonds	21,961,474
Capital Improvement Projects	2,208,809	Deferred Inflows-Grants	429,910
Less Accum. Depreciation	(126,436,745)	Deferred Inflows-Projects	36,393,396
Total Fixed Assets	**708,167,838**	Deferred Inflows-DB Pension Plan	548,613
		Deferred Inflows-TCDRS	846,654
OTHER ASSETS		Deferred Inflows-Other	-
FERC Permit	224,698	Leased Assets Liability	1,160,147
Deferred Outflows-DB Pension Plan	307,658	**Total Other Liabilities**	**65,312,741**
Deferred Outflows-TCDRS	2,017,036		
Deferred Outlfows-Bond Refunding	666,388	**TOTAL LIABILITIES**	**797,760,851**
Leased Assets	2,569,277		
Less Accum. Amortization-Leases	(1,490,077)	**NET POSITION**	
Total Other Assets	**4,294,979**	Reserved/Unreserved Net Position	188,480,668
		Net Position	3,634,915
		Total Net Position	**192,115,583**
TOTAL ASSETS	**$ 989,876,434**	**TOTAL LIABILITIES & NET POSITION**	**$ 989,876,434**

Guadalupe-Blanco River Authority
Statement of Revenues, Expenses & Change in Net Position

September 30, 2026

	MONTHLY ACTUAL	YEAR TO DATE ACTUAL
OPERATING REVENUE		
Water Sales, Pipeline Transmission & Operations	$ 4,635,809	$ 4,635,809
Wastewater Services	1,857,475	1,857,475
Hydroelectric Sales	60,277	60,277
Recreation and Land Use	105,334	105,334
Laboratory Services	100,704	100,704
Administrative and General	193,209	193,209
Miscellaneous	1,052,687	1,052,687
TOTAL OPERATING REVENUE	**8,005,494**	**8,005,494**
OPERATING EXPENSES		
Personnel Operating Expenses	1,334,404	1,334,404
Operating Supplies and Services	2,720,071	2,720,071
Maintenance and Repairs	342,537	342,537
Administrative and General	193,209	193,209
Depreciation and Amortization	937,358	937,358
TOTAL OPERATING EXPENSES	**5,527,579**	**5,527,579**
NET OPERATING REVENUES (EXPENSES)	**2,477,916**	**2,477,916**
NON-OPERATING REVENUES (EXPENSES)		
Capacity Charge Revenue	2,552,922	2,552,922
Interest Expense	(1,745,548)	(1,745,548)
Debt Issuance Expense	-	-
Investment Income	249,686	249,686
Grant Income	57,036	57,036
Capital Contributions	42,904	42,904
Gain (Loss) on Disposal of Capital Assets	-	-
TOTAL NON-OPERATING REVENUES (EXPENSES)	**1,157,000**	**1,157,000**
CHANGE IN NET POSITION	**$ 3,634,915**	**$ 3,634,915**

Guadalupe-Blanco River Authority
Combining Schedule of Net Position
September, 30, 2026

	GENERAL	WATER RESOURCES	WATER OPERATIONS	WASTEWATER OPERATIONS	HYDROELECTRIC	COLETO CREEK	TOTAL
CURRENT ASSETS							
Cash	$ (862,759)	$ 992,626	$ 4,927,612	$ 998,838	$ 35,941	$ 347,555	$ 6,439,812
Operating Investments	6,398,580	31,034,731	6,074,241	18,166,594	-	-	61,674,146
Interest Receivable	31,038	114,391	18,733	26,969	-	-	191,132
A/R-Operating	4,239	8,490,524	2,433,415	3,487,922	1,583,970	111,577	16,111,647
Other Current Assets	27,482	606,789	157,474	115,551	161,582	12,059	1,080,937
Total Current Assets	**5,598,580**	**41,239,061**	**13,611,474**	**22,795,874**	**1,781,493**	**471,191**	**85,497,674**
RESTRICTED ASSETS							
Cash	-	93,116,075	7,395	11,779	3,706,777	-	96,842,026
Investments	-	37,230,063	8,334,795	27,230,505	4,926,031	-	77,721,395
Interest Receivable	-	364,196	32,399	28,734	26,145	-	451,474
Total Restricted Assets	**-**	**130,710,334**	**8,374,589**	**27,271,018**	**8,658,953**	**-**	**175,014,895**
LONG-TERM ASSETS							
Interfund Loans Receivable	12,962,163	-	-	-	-	-	12,962,163
Long-term Loan Receivable	-	3,938,885	-	-	-	-	3,938,885
Total Long-Term Assets	**12,962,163**	**3,938,885**	**-**	**-**	**-**	**-**	**16,901,048**
FIXED ASSETS							
Land and Land Rights	1,035,561	9,812,377	1,067,039	3,889,318	5,847,418	-	21,651,713
Water and Storage Rights	-	57,801,973	5,708	-	1,239,504	-	59,047,185
Dams, Plants and Equip.	2,557,579	92,513,739	88,919,271	51,286,829	62,967,197	2,562,599	300,807,215
Work in Progress	-	282,065,999	19,898,622	55,405,722	93,442,364	76,955	450,889,662
Capital Improvement Projects	-	-	-	-	2,208,809	-	2,208,809
Less Accum. Depreciation	(2,415,059)	(48,287,124)	(41,233,428)	(11,383,421)	(21,114,725)	(2,002,989)	(126,436,745)
Total Fixed Assets	**1,178,081**	**393,906,964**	**68,657,213**	**99,198,448**	**144,590,566**	**636,566**	**708,167,838**
OTHER ASSETS							
FERC Permit	-	-	-	-	224,698	-	224,698
Deferred Outflows-DB Pension Plan	307,658	-	-	-	-	-	307,658
Deferred Outflows-TCDRS	2,017,036	-	-	-	-	-	2,017,036
Deferred Outflows-Bond Refunding	-	-	666,388	-	-	-	666,388
Leased Assets	335,276	1,135,424	533,213	488,332	77,032	-	2,569,277
Less Accum. Amort-Leased Assets	(257,117)	(523,953)	(341,863)	(309,714)	(57,431)	-	(1,490,077)
Total Other Assets	**2,402,853**	**611,471**	**857,739**	**178,618**	**244,299**	**-**	**4,294,979**
TOTAL ASSETS	**$ 22,141,678**	**$ 570,406,715**	**$ 91,501,015**	**$ 149,443,958**	**$ 155,275,312**	**$ 1,107,757**	**$ 989,876,434**

Guadalupe-Blanco River Authority
Combining Schedule of Net Position
September, 30, 2026

	GENERAL	WATER RESOURCES	WATER OPERATIONS	WASTEWATER OPERATIONS	HYDROELECTRIC	COLETO CREEK	TOTAL
CURRENT LIABILITIES (Unrestricted)							
Curr. Portion, Long-term Loans	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loans, Interest Payable	-	-	-	-	-	-	-
A/P-Operating	806,728	3,087,517	2,711,494	763,924	164,196	172,231	7,706,090
A/P-Interfund	(2,552)	(17,583)	18,987	-	1,148	-	-
Total Current Liab. (Unrest.)	**804,177**	**3,069,933**	**2,730,481**	**763,924**	**165,344**	**172,231**	**7,706,090**
CURRENT LIABILITIES (Restricted)							
Current Portion, Revenue Bonds	-	9,350,000	4,525,000	1,730,000	3,905,000	-	19,510,000
Current Portion, Interest Payable	-	1,963,487	127,389	521,573	141,763	-	2,754,212
A/P-Construction	-	2,624,049	338,398	2,221,653	3,597,673	-	8,781,773
Total Current Liab. (Restr.)	**-**	**13,937,536**	**4,990,787**	**4,473,227**	**7,644,435**	**-**	**31,045,985**
LONG-TERM LIABILITIES							
Revenue Bonds Payable	-	438,543,241	33,732,986	93,124,379	106,205,000	-	671,605,607
Long-Term Loans Payable	-	-	12,000,000	-	-	-	12,000,000
Long-Term Interest Payable	-	16,638,265	-	-	-	-	16,638,265
Interfund Loans Payable	-	-	-	-	12,962,163	-	12,962,163
Less Current Portion	-	(9,350,000)	(4,525,000)	(1,730,000)	(3,905,000)	-	(19,510,000)
Total Long-Term Liabilities	**-**	**445,831,507**	**41,207,986**	**91,394,379**	**115,262,163**	**-**	**693,696,036**
OTHER LIABILITIES							
Advances for Operations	-	40,850	34,805	54,392	-	-	130,047
Defined Benefit Pension Plan Liability	3,842,500	-	-	-	-	-	3,842,500
Deferred Inflows-Bonds	-	1,765,811	17,337,515	-	2,858,148	-	21,961,474
Deferred Inflows-Grants	-	429,910	-	-	-	-	429,910
Deferred Inflows-Projects	-	3,889,017	6,561,123	13,343,257	12,600,000	-	36,393,396
Deferred Inflows-DB Pension Plan	548,613	-	-	-	-	-	548,613
Deferred Inflows-TCDRS	846,654	-	-	-	-	-	846,654
Deferred Inflows-Others	-	-	-	-	-	-	-
Leased Assets Liability	80,339	685,289	194,860	179,718	19,942	-	1,160,147
Total Other Liabilities	**5,318,106**	**6,810,877**	**24,128,303**	**13,577,366**	**15,478,089**	**-**	**65,312,741**
TOTAL LIABILITIES	**6,122,282**	**469,649,854**	**73,057,556**	**110,208,896**	**138,550,032**	**172,231**	**797,760,851**
NET POSITION							
Reserved/Unreserved Net Position	16,549,583	98,489,054	17,487,003	38,597,008	16,523,547	834,473	188,480,668
Net Income	(530,188)	2,267,807	956,456	638,054	201,733	101,053	3,634,915
Total Net Position	**16,019,395**	**100,756,861**	**18,443,459**	**39,235,062**	**16,725,280**	**935,526**	**192,115,583**
TOTAL LIABILITIES & NET POSITION	**$ 22,141,678**	**$ 570,406,715**	**$ 91,501,015**	**$ 149,443,958**	**$ 155,275,312**	**$ 1,107,757**	**$ 989,876,434**

Guadalupe-Blanco River Authority
Combining Schedule of Revenues, Expenses and Change in Net Position
Month of
September 30, 2026

	GENERAL	WATER RESOURCES	WATER OPERATIONS	WASTEWATER OPERATIONS	HYDROELECTRIC	COLETO CREEK	TOTAL
OPERATING REVENUE							
Water Sales, Pipeline Transmission, & Operations	$ -	$ 2,658,415	$ 1,865,817	$ -	$ -	$ 111,577	$ 4,635,809
Wastewater Services	-	-	-	1,857,475	-	-	1,857,475
Hydroelectric Sales	-	-	-	-	60,277	-	60,277
Recreation and Land Use	-	9,770	-	-	-	95,564	105,334
Laboratory Services	-	100,704	-	-	-	-	100,704
Administrative and General	193,209	-	-	-	-	-	193,209
Miscellaneous	8,115	797,800	187,477	58,909	-	386	1,052,687
TOTAL OPERATING REVENUE	**201,324**	**3,566,689**	**2,053,294**	**1,916,384**	**60,277**	**207,527**	**8,005,494**
OPERATING EXPENSES							
Personnel Operating Expenses	525,686	353,643	186,630	197,271	35,955	35,220	1,334,404
Operating Expenses	210,110	1,364,772	770,805	337,791	(4,932)	41,525	2,720,071
Maintenance and Repairs	17,270	36,184	71,982	192,048	11,636	13,418	342,537
Administrative and General	-	83,088	43,831	46,334	8,472	11,484	193,209
Depreciation and Amortization	7,538	280,714	345,766	152,384	146,095	4,861	937,358
TOTAL OPERATING EXPENSES	**760,604**	**2,118,401**	**1,419,014**	**925,828**	**197,224**	**106,506**	**5,527,579**
NET OPERATING REVENUES (EXPENSES)	**(559,280)**	**1,448,288**	**634,279**	**990,555**	**(136,948)**	**101,021**	**2,477,916**
NON-OPERATING REVENUES (EXPENSES)							
Capacity Charge Revenue	-	1,708,401	424,596	-	419,925	-	2,552,922
Interest Expense	-	(1,222,510)	(97,149)	(331,381)	(94,509)	-	(1,745,548)
Debt Issuance Expense	-	-	-	-	-	-	-
Investment Income	29,092	276,591	(5,269)	(64,025)	13,264	32	249,686
Grant Income	-	57,036	-	-	-	-	57,036
Capital Contributions	-	-	-	42,904	-	-	42,904
Gain (Loss) on Disposal of Capital Assets	-	-	-	-	-	-	-
TOTAL NON-OPERATING REVENUES (EXPENSES)	**29,092**	**819,519**	**322,177**	**(352,501)**	**338,681**	**32**	**1,157,000**
CHANGE IN NET POSITION	**$ (530,188)**	**$ 2,267,807**	**$ 956,456**	**$ 638,054**	**$ 201,733**	**$ 101,053**	**$ 3,634,915**

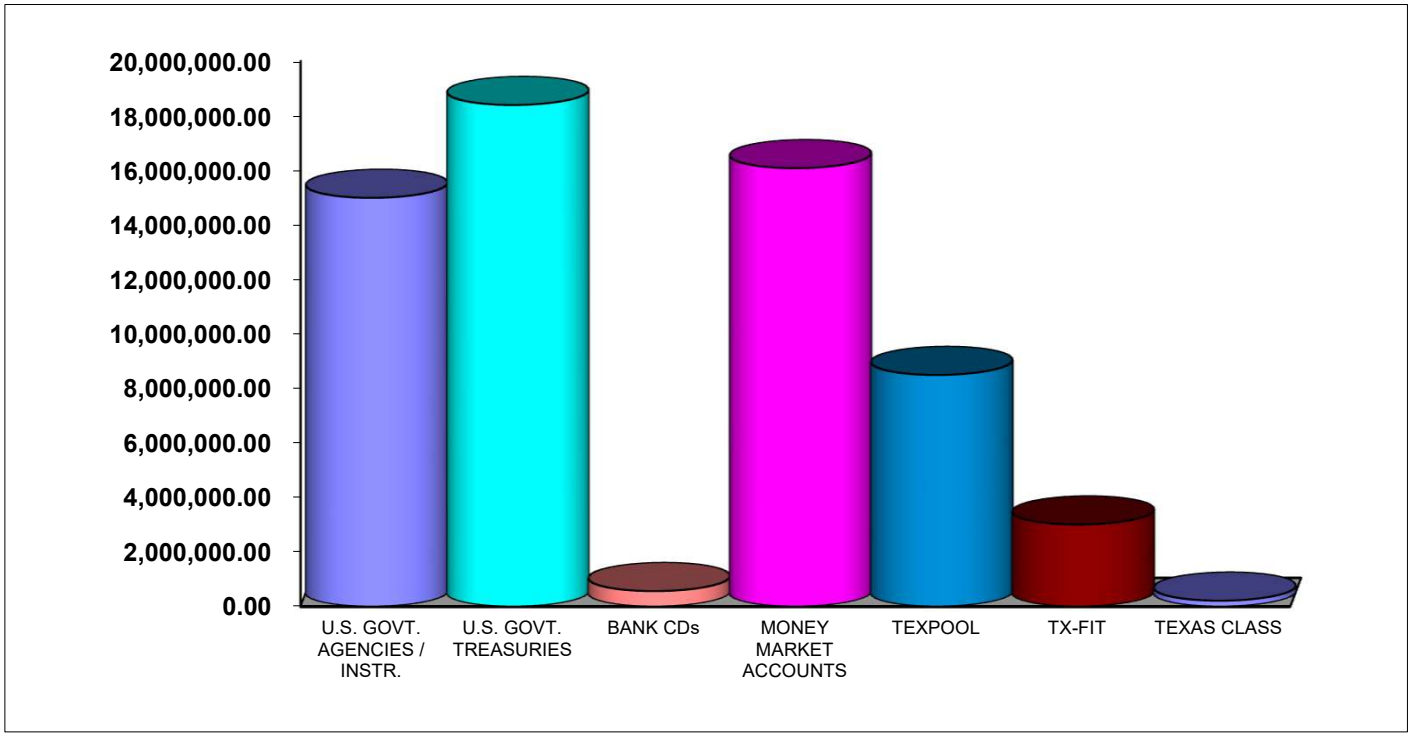
Guadalupe-Blanco River Authority
Combining Schedule of Revenues, Expenses and Change in Net Position
Year to Date at
September 30, 2026

	GENERAL	WATER RESOURCES	WATER OPERATIONS	WASTEWATER OPERATIONS	HYDROELECTRIC	COLETO CREEK	TOTAL
OPERATING REVENUE							
Water Sales, Pipeline Transmission, & Operations	$ -	$ 2,658,415	$ 1,865,817	$ -	$ -	$ 111,577	$ 4,635,809
Wastewater Services	-	-	-	1,857,475	-	-	1,857,475
Hydroelectric Sales	-	-	-	-	60,277	-	60,277
Recreation and Land Use	-	9,770	-	-	-	95,564	105,334
Laboratory Services	-	100,704	-	-	-	-	100,704
Administrative and General	193,209	-	-	-	-	-	193,209
Miscellaneous	8,115	797,800	187,477	58,909	-	386	1,052,687
TOTAL OPERATING REVENUE	**201,324**	**3,566,689**	**2,053,294**	**1,916,384**	**60,277**	**207,527**	**8,005,494**
OPERATING EXPENSES							
Personnel Operating Expenses	525,686	353,643	186,630	197,271	35,955	35,220	1,334,404
Operating Expenses	210,110	1,364,772	770,805	337,791	(4,932)	41,525	2,720,071
Maintenance and Repairs	17,270	36,184	71,982	192,048	11,636	13,418	342,537
Administrative and General	-	83,088	43,831	46,334	8,472	11,484	193,209
Depreciation and Amortization	7,538	280,714	345,766	152,384	146,095	4,861	937,358
TOTAL OPERATING EXPENSES	**760,604**	**2,118,401**	**1,419,014**	**925,828**	**197,224**	**106,506**	**5,527,579**
NET OPERATING REVENUES (EXPENSES)	**(559,280)**	**1,448,288**	**634,279**	**990,555**	**(136,948)**	**101,021**	**2,477,916**
NON-OPERATING REVENUES (EXPENSES)							
Capacity Charge Revenue	-	1,708,401	424,596	-	419,925	-	2,552,922
Interest Expense	-	(1,222,510)	(97,149)	(331,381)	(94,509)	-	(1,745,548)
Debt Issuance Expense	-	-	-	-	-	-	-
Investment Income	29,092	276,591	(5,269)	(64,025)	13,264	32	249,686
Grant Income	-	57,036	-	-	-	-	57,036
Capital Contributions	-	-	-	42,904	-	-	42,904
Gain (Loss) on Disposal of Capital Assets	-	-	-	-	-	-	-
TOTAL NON-OPERATING REVENUES (EXPENSES)	**29,092**	**819,519**	**322,177**	**(352,501)**	**338,681**	**32**	**1,157,000**
CHANGE IN NET POSITION	**$ (530,188)**	**$ 2,267,807**	**$ 956,456**	**$ 638,054**	**$ 201,733**	**$ 101,053**	**$ 3,634,915**

GUADALUPE-BLANCO RIVER AUTHORITY
OPERATING INVESTMENTS

September 30, 2026

TOTAL OPERATING PORTFOLIO: $61,750,599



INVESTMENT POLICY: The operating funds portfolio should consist of no more than 75% U.S. government, its agencies and instrumentalities securities with no more than 50% of the portfolio in any one instrumentality; 100% public funds investment pools; 100% money market accounts; 50% bank certificates of deposit; or 50% of other types of eligible instruments.

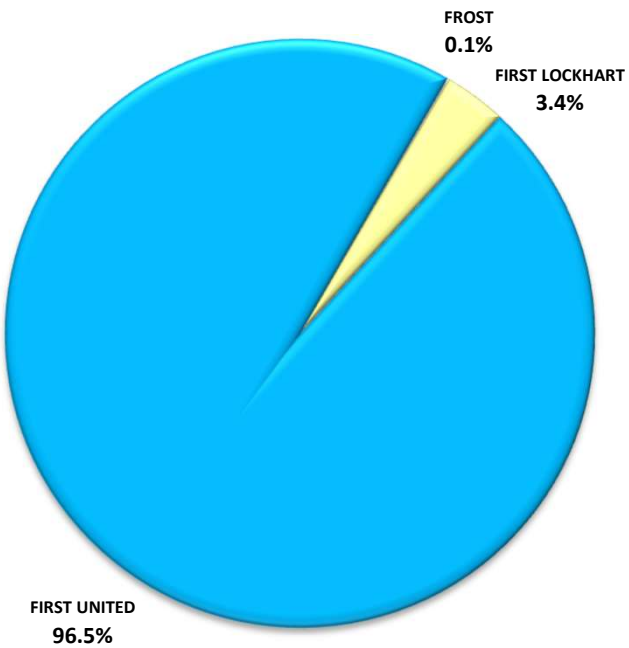
US GOV'T, AGENCIES & INSTRUMENTALITIES		
Type	Amount	% of Portfolio
US TREAS	$18,400,087	29.8%
FHLB	8,970,630	14.5%
FSTSW	-	0.0%
FFCB	6,021,000	9.8%
	$33,391,717	54.1%

BANK CERTIFICATE OF DEPOSITS (CDs)		
Type	Amount	% of Portfolio
CD	$565,582	0.9%

MONEY MARKET ACCOUNTS		
Type	Amount	% of Portfolio
MM	$16,080,664	26.0%

PUBLIC FUNDS INVESTMENT POOLS		
Type	Amount	% of Portfolio
TEXPOOL	8,490,673	13.7%
TX-FIT	3,007,955	4.9%
TEXAS CLASS	214,008	0.3%
	$11,712,636	19.0%

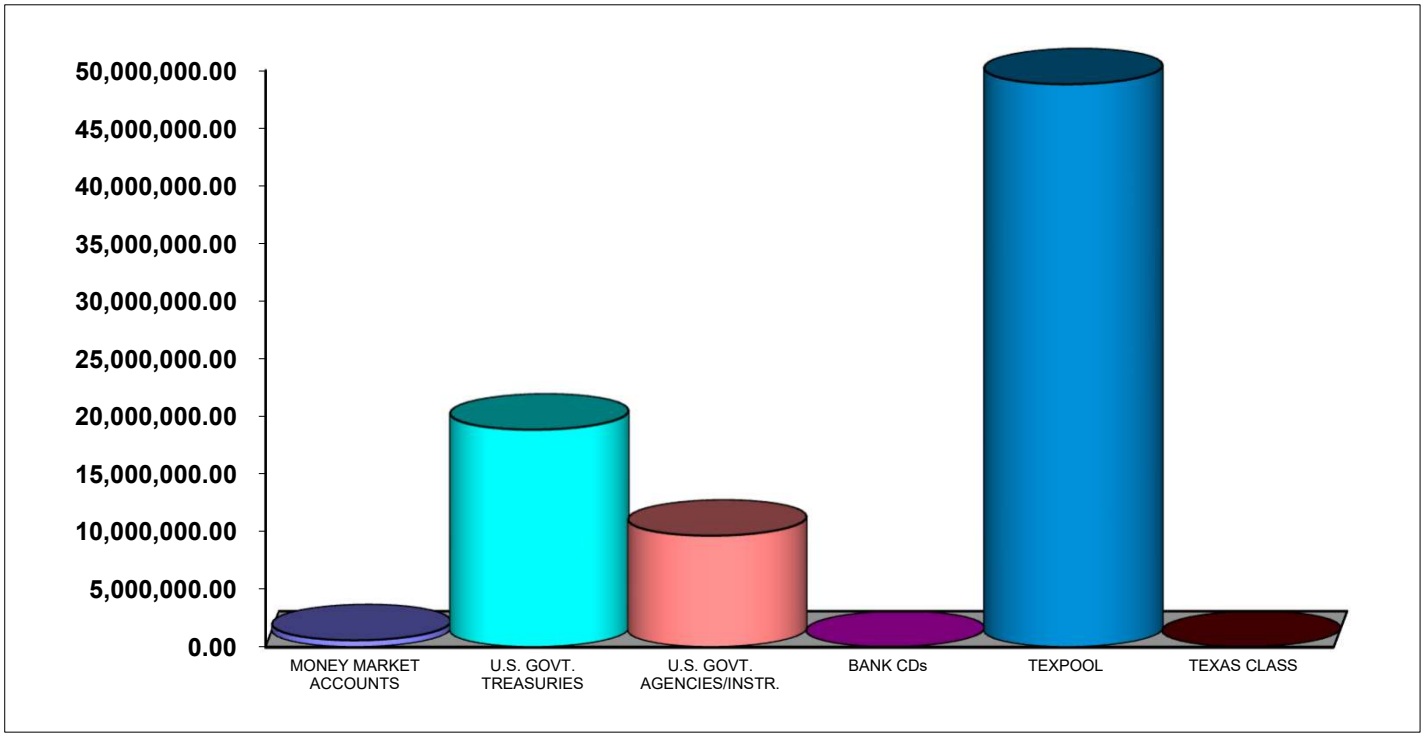
OPERATING INVESTMENTS BY BANK



GUADALUPE-BLANCO RIVER AUTHORITY
RESTRICTED INVESTMENTS

September 30, 2026

TOTAL RESTRICTED PORTFOLIO: $77,883,636



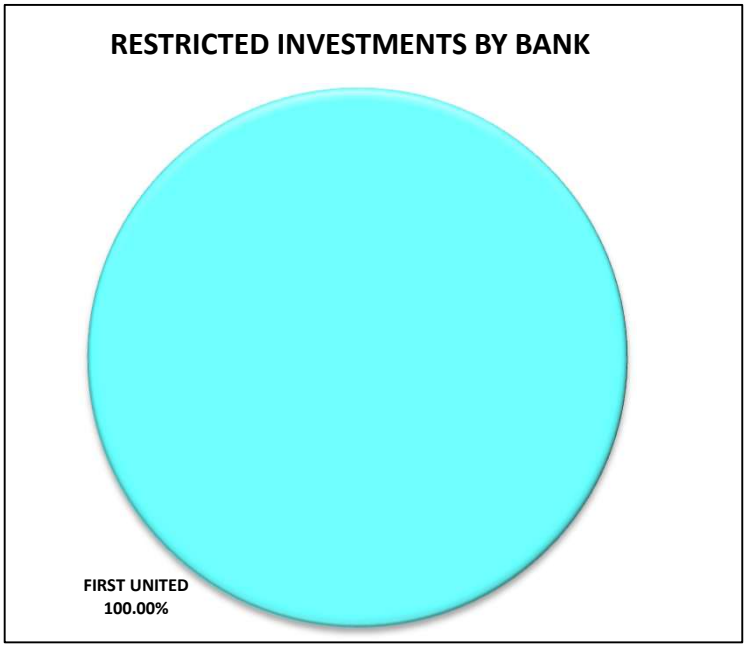
INVESTMENT POLICY: The restricted funds portfolio should consist of no more than 75% U.S. government, its agencies and instrumentalities securities with no more than 50% of the portfolio in any one instrumentality; 100% public funds investment pools; 100% money market accounts; 50% bank certificates of deposit; or 50% of other types of eligible instruments.

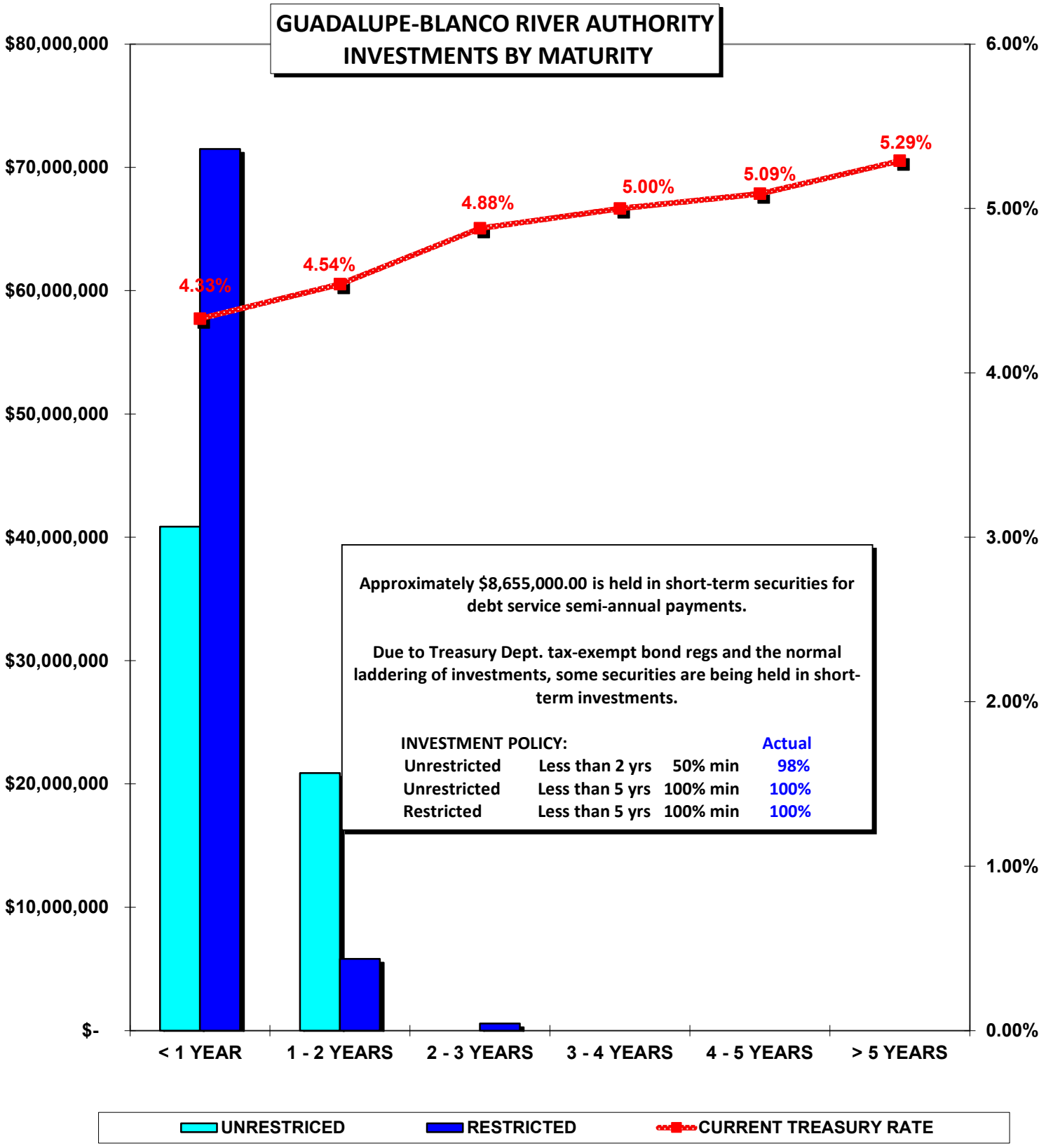
US GOV'T, AGENCIES & INSTRUMENTALITIES			
Type		Amount	% of Portfolio
US TREAS	$	18,838,370	24.2%
FHLB		2,409,311	3.1%
FHLMC		3,352,364	4.3%
FAMC		3,889,860	5.0%
	$	28,489,905	36.6%

BANK CERTIFICATE OF DEPOSITS (CDs)			
Type		Amount	% of Portfolio
CD	$	-	0.0%

MONEY MARKET ACCOUNTS			
Type		Amount	% of Portfolio
MM	$	586,772	0.8%

PUBLIC FUNDS INVESTMENT POOLS		
Type	Amount	% of Portfolio
TEXPOOL	48,806,959	62.7%




GUADALUPE-BLANCO RIVER AUTHORITY
INVESTMENTS BY MATURITY
$80,000,000
$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$-
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
4.33%
4.54%
4.88%
5.00%
5.09%
5.29%
< 1 YEAR
1 - 2 YEARS
2 - 3 YEARS
3 - 4 YEARS
4 - 5 YEARS
> 5 YEARS
Approximately $8,655,000.00 is held in short-term securities for debt service semi-annual payments.
Due to Treasury Dept. tax-exempt bond regs and the normal laddering of investments, some securities are being held in short-term investments.
INVESTMENT POLICY:
Actual
Unrestricted Less than 2 yrs 50% min 98%
Unrestricted Less than 5 yrs 100% min 100%
Restricted Less than 5 yrs 100% min 100%
UNRESTRICED
RESTRICTED
CURRENT TREASURY RATE

Monthly Board Report
Texas Compliance Details
Sorted by Fund
September 30, 2026

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: General Revenue												
CMM-716278	U010-100-096	01010U	First United Bank & Trust	Fair	3,445,758.07			3.760			3,445,758.07	3,445,758.07
TX-01-0175-0001	U010-100-098	01010U	Texas Class	Fair	214,007.89			3.908			214,007.89	214,007.89
BC-400006076	U010-100-006	01010U	Frost National Bank	Fair	18,349.37			0.070			18,349.37	18,349.37
0941100002	U010-100-095	01010U	Texas State Treasurer	Fair	1,149,911.05			3.871			1,149,911.05	1,149,911.05
BC-729205	U010-100-090	01010U	First United Bank & Trust	Fair	25,000.00			0.500			25,000.00	25,000.00
CD-88155C	U010-100-015	01010U	First Lockhart National Bank	Fair	565,582.01	12/12/2026		3.601			565,582.01	565,582.01
3130AQF65	U010-100-018	01010U	Federal Home Loan Bank	Fair	1,000,000.00	12/21/2026		1.250	99.207	08/31/2026	993,389.45	995,248.37
				Subtotal	**6,418,608.39**						**6,411,997.84**	**6,413,856.76**
Fund: 2021 I&S-Lk Dunlap												
0941100017	R023-200-095	02320R	Texas State Treasurer	Fair	12,926.23			3.871			12,926.23	12,926.23
				Subtotal	**12,926.23**						**12,926.23**	**12,926.23**
Fund: WCID Sup-Lk McQ Cons												
0941100032	R024-110-095	02411R	Texas State Treasurer	Fair	331,767.24			3.871			331,767.24	331,767.24
				Subtotal	**331,767.24**						**331,767.24**	**331,767.24**
Fund: 2021 I&S-Lk McQ												
0941100019	R024-200-095	02420R	Texas State Treasurer	Fair	11,998.97			3.871			11,998.97	11,998.97
				Subtotal	**11,998.97**						**11,998.97**	**11,998.97**
Fund: Arbitrage-Lk McQ												
0941100039	R024-300-095	02430R	Texas State Treasurer	Fair	53,796.25			3.871			53,796.25	53,796.25
31424W6R8	R024-300-001	02430R	Federal Agricultural Mtg Corp	Fair	2,100,000.00	01/15/2027		3.530	99.740	08/31/2026	2,097,422.83	2,099,277.10
				Subtotal	**2,153,796.25**						**2,151,219.08**	**2,153,073.35**
Fund: 2021 Const-Lk Pl												
0941100020	R025-100-095	02510R	Texas State Treasurer	Fair	248,943.91			3.871			248,943.91	248,943.91
				Subtotal	**248,943.91**						**248,943.91**	**248,943.91**
Fund: WCID Sup-Lk Placid C												
0941100033	R025-110-095	02511R	Texas State Treasurer	Fair	319,417.75			3.871			319,417.75	319,417.75
				Subtotal	**319,417.75**						**319,417.75**	**319,417.75**

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: 2021/2022 I&S-Lk Pl												
0941100021	R025-200-095	02520R	Texas State Treasurer	Fair	12,417.43			3.871			12,417.43	12,417.43
				Subtotal	**12,417.43**						**12,417.43**	**12,417.43**
Fund: Arbitrage-Lk Pl												
0941100040	R025-300-095	02530R	Texas State Treasurer	Fair	48,073.56			3.871			48,073.56	48,073.56
31424W6R8	R025-300-001	02530R	Federal Agricultural Mtg Corp	Fair	1,800,000.00	01/15/2027		3.530	99.740	08/31/2026	1,797,791.00	1,799,380.37
				Subtotal	**1,848,073.56**						**1,845,864.56**	**1,847,453.93**
Fund: Opr-Shadow Creek												
CMM-716278	U030-100-096	03010U	First United Bank & Trust	Fair	388,347.68			3.760			388,347.68	388,347.68
3130AQF65	U030-100-010	03010U	Federal Home Loan Bank	Fair	500,000.00	12/21/2026		1.250	99.207	08/31/2026	496,694.72	497,624.18
3130B5K64	U030-100-009	03010U	Federal Home Loan Bank	Fair	485,000.00	03/10/2027		4.000	99.902	08/31/2026	484,524.70	485,950.06
				Subtotal	**1,373,347.68**						**1,369,567.10**	**1,371,921.92**
Fund: Opr-Stein Falls												
0941100002	U033-100-095	03310U	Texas State Treasurer	Fair	1,493,679.74			3.871			1,493,679.74	1,493,679.74
CMM-716278	U033-100-096	03310U	First United Bank & Trust	Fair	348,627.69			3.760			348,627.69	348,627.69
91282CDQ1	U033-100-015	03310U	U.S. Treasury	Fair	1,035,000.00	12/31/2026		1.250	99.121	08/31/2026	1,025,902.35	1,029,249.17
3133EP6K6	U033-100-003	03310U	Federal Farm Credit Bank	Fair	2,000,000.00	03/26/2027		4.500	100.335	08/31/2026	2,006,700.00	2,000,589.81
3130AWBZ2	U033-100-014	03310U	Federal Home Loan Bank	Fair	1,000,000.00	06/11/2027		4.125	99.883	08/31/2026	998,830.00	1,002,243.96
91282CLL3	U033-100-016	03310U	U.S. Treasury	Fair	2,000,000.00	09/15/2027		3.375	99.173	08/31/2026	1,983,460.00	1,998,076.50
91282CPS4	U033-100-017	03310U	U.S. Treasury	Fair	1,000,000.00	12/31/2027		3.375	98.816	08/31/2026	988,160.00	998,942.88
91282CQH7	U033-100-018	03310U	U.S. Treasury	Fair	2,000,000.00	03/31/2028		3.875	99.330	08/31/2026	1,986,600.00	1,988,459.62
3130AWMN7	U033-100-019	03310U	Federal Home Loan Bank	Fair	1,000,000.00	06/09/2028		4.375	99.979	08/31/2026	1,005,866.39	1,007,199.83
				Subtotal	**11,877,307.43**						**11,837,826.17**	**11,867,069.20**
Fund: 2021 I&S-Stein Falls												
0941100024	R033-400-095	03340R	Texas State Treasurer	Fair	219,801.45			3.871			219,801.45	219,801.45
				Subtotal	**219,801.45**						**219,801.45**	**219,801.45**
Fund: 2024 Const-Stein Fal												
0941100034	R033-500-095	03350R	Texas State Treasurer	Fair	6,584,888.34			3.871			6,584,888.34	6,584,888.34
912797WG8	R033-500-004	03350R	U.S. Treasury	Fair	4,060,000.00	12/22/2026		3.745	98.819	08/31/2026	4,012,051.40	4,025,365.27
912797VU8	R033-500-005	03350R	U.S. Treasury	Fair	4,100,000.00	01/28/2027		3.727	98.414	08/31/2026	4,034,974.00	4,049,488.80
912797WC7	R033-500-006	03350R	U.S. Treasury	Fair	4,080,000.00	02/25/2027		3.768	98.102	08/31/2026	4,002,561.60	4,017,217.55
				Subtotal	**18,824,888.34**						**18,634,475.34**	**18,676,959.96**

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: 2024-I&S-Stein Falls												
0941100035	R033-600-095	03360R	Texas State Treasurer	Fair	351,310.12			3.871			351,310.12	351,310.12
				Subtotal	**351,310.12**						**351,310.12**	**351,310.12**
Fund: 2022 Const-Sunfield												
0941100027	R037-100-095	03710R	Texas State Treasurer	Fair	3,366,881.10			3.871			3,366,881.10	3,366,881.10
				Subtotal	**3,366,881.10**						**3,366,881.10**	**3,366,881.10**
Fund: Opr-Sunfield WWTP												
0941100002	U037-100-095	03710U	Texas State Treasurer	Fair	1,880,803.99			3.871			1,880,803.99	1,880,803.99
91282CDQ1	U037-100-007	03710U	U.S. Treasury	Fair	1,000,000.00	12/31/2026		1.250	99.121	08/31/2026	991,210.00	994,443.64
3130AVBC5	U037-100-008	03710U	Federal Home Loan Bank	Fair	1,000,000.00	03/12/2027		4.500	100.214	08/31/2026	1,002,140.00	1,001,784.54
				Subtotal	**3,880,803.99**						**3,874,153.99**	**3,877,032.17**
Fund: 2026 Const-Sunfield												
0941100043	R037-110-095	03711R	Texas State Treasurer	Fair	1,066,818.64			3.871			1,066,818.64	1,066,818.64
912797WG8	R037-110-001	03711R	U.S. Treasury	Fair	1,000,000.00	12/22/2026		3.745	98.819	08/31/2026	988,190.00	991,469.28
912797VU8	R037-110-002	03711R	U.S. Treasury	Fair	1,000,000.00	01/28/2027		3.727	98.414	08/31/2026	984,140.00	987,680.19
				Subtotal	**3,066,818.64**						**3,039,148.64**	**3,045,968.11**
Fund: 2022 I&S-Sunfield												
0941100028	R037-200-095	03720R	Texas State Treasurer	Fair	311,926.82			3.871			311,926.82	311,926.82
				Subtotal	**311,926.82**						**311,926.82**	**311,926.82**
Fund: 2026 I&S-Sunfield												
0941100044	R037-210-095	03721R	Texas State Treasurer	Fair	36,632.98			3.871			36,632.98	36,632.98
				Subtotal	**36,632.98**						**36,632.98**	**36,632.98**
Fund: 2021 Const-Dietz												
0941100023	R038-100-095	03810R	Texas State Treasurer	Fair	251,139.00			3.871			251,139.00	251,139.00
91282CPB1	R038-100-001	03810R	U.S. Treasury	Fair	1,000,000.00	09/30/2027		3.500	99.226	08/31/2026	992,260.00	992,857.40
				Subtotal	**1,251,139.00**						**1,243,399.00**	**1,243,996.40**
Fund: Opr-Dietz												
0941100002	U038-100-095	03810U	Texas State Treasurer	Fair	565,945.58			3.871			565,945.58	565,945.58
91282CDQ1	U038-100-003	03810U	U.S. Treasury	Fair	500,000.00	12/31/2026		1.250	99.121	08/31/2026	495,605.00	497,221.82
				Subtotal	**1,065,945.58**						**1,061,550.58**	**1,063,167.40**

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: 2021 I&S-Dietz												
0941100024	R038-400-095	03840R	Texas State Treasurer	Fair	67,043.38			3.871			67,043.38	67,043.38
				Subtotal	**67,043.38**						**67,043.38**	**67,043.38**
Fund: Opr-Water Supply												
0941100002	U041-100-095	04110U	Texas State Treasurer	Fair	1,354,251.41			3.871			1,354,251.41	1,354,251.41
CMM-716278	U041-100-096	04110U	First United Bank & Trust	Fair	6,778,715.18			3.760			6,778,715.18	6,778,715.18
1379800040	U041-100-094	04110U	Texas Fixed Income Trust	Fair	3,007,954.51			3.680			3,007,954.51	3,007,954.51
91282CME8	U041-100-024	04110U	U.S. Treasury	Fair	2,000,000.00	12/31/2026		4.250	100.111	08/31/2026	2,002,220.00	2,002,229.03
91282CKA8	U041-100-021	04110U	U.S. Treasury	Fair	1,000,000.00	02/15/2027		4.125	100.066	08/31/2026	1,000,660.00	1,001,014.90
3133EP6K6	U041-100-014	04110U	Federal Farm Credit Bank	Fair	2,000,000.00	03/26/2027		4.500	100.335	08/31/2026	2,006,700.00	2,000,589.81
3130AWBZ2	U041-100-022	04110U	Federal Home Loan Bank	Fair	2,000,000.00	06/11/2027		4.125	99.883	08/31/2026	1,997,660.00	2,004,487.93
91282CLL3	U041-100-025	04110U	U.S. Treasury	Fair	3,000,000.00	09/15/2027		3.375	99.173	08/31/2026	2,975,190.00	2,997,114.75
91282CPS4	U041-100-026	04110U	U.S. Treasury	Fair	3,000,000.00	12/31/2027		3.375	98.816	08/31/2026	2,964,480.00	2,996,828.64
91282CQH7	U041-100-028	04110U	U.S. Treasury	Fair	2,000,000.00	03/31/2028		3.875	99.330	08/31/2026	1,986,600.00	1,988,459.62
3130AWMN7	U041-100-029	04110U	Federal Home Loan Bank	Fair	2,000,000.00	06/09/2028		4.375	99.979	08/31/2026	2,011,732.78	2,014,399.66
3133EPUN3	U041-100-030	04110U	Federal Farm Credit Bank	Fair	2,000,000.00	08/28/2028		4.500	100.380	08/31/2026	2,007,600.00	2,006,805.96
				Subtotal	**30,140,921.10**						**30,093,763.88**	**30,152,851.40**
Fund: Grant-Reg 11-Cycle 2												
0941100002	U041-110-095	04111U	Texas State Treasurer	Fair	457,988.82			3.871			457,988.82	457,988.82
				Subtotal	**457,988.82**						**457,988.82**	**457,988.82**
Fund: 2007B/2017 I&S-RRWDS												
0941100013	R041-120-095	04112R	Texas State Treasurer	Fair	408,465.56			3.871			408,465.56	408,465.56
				Subtotal	**408,465.56**						**408,465.56**	**408,465.56**
Fund: 2007 Rate Stab-RRWDS												
CMM-716278	R041-150-096	04115R	First United Bank & Trust	Fair	103,958.87			3.760			0.00	103,958.87
3133EP6K6	R041-150-004	04115R	Federal Farm Credit Bank	Fair	1,069,000.00	03/26/2027		4.500	100.335	08/31/2026	1,072,581.15	1,069,315.26
3130AVVX7	R041-150-005	04115R	Federal Home Loan Bank	Fair	794,400.00	06/09/2028		3.750	98.945	08/31/2026	786,019.08	796,012.48
				Subtotal	**1,967,358.87**						**1,858,600.23**	**1,969,286.61**
Fund: 2016 I&S-SM WTP												
CMM-716278	R041-180-096	04118R	First United Bank & Trust	Fair	44,811.15			3.760			44,811.15	44,811.15
				Subtotal	**44,811.15**						**44,811.15**	**44,811.15**
Fund: 2020 I&S-Gen Imp/Ref												
CMM-716278	R041-200-096	04120R	First United Bank & Trust	Fair	140,624.17			3.760			140,624.17	140,624.17

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
				Subtotal	**140,624.17**						**140,624.17**	**140,624.17**
Fund: 2012 Reserve-MidBasi												
0941100002	R041-250-095	04125R	Texas State Treasurer	Fair	22,077.44			3.871			22,077.44	22,077.44
3133EP6K6	R041-250-008	04125R	Federal Farm Credit Bank	Fair	190,000.00	03/26/2027		4.500	100.335	08/31/2026	190,636.50	190,056.03
3130AVVX7	R041-250-009	04125R	Federal Home Loan Bank	Fair	91,400.00	06/09/2028		3.750	98.945	08/31/2026	90,435.73	91,585.53
				Subtotal	**303,477.44**						**303,149.67**	**303,719.00**
Fund: 2012 I&S-Mid-Basin												
CMM-716278	R041-260-096	04126R	First United Bank & Trust	Fair	43,891.78			3.760			43,891.78	43,891.78
				Subtotal	**43,891.78**						**43,891.78**	**43,891.78**
Fund: 2013 RateStab-WCanyo												
0941100002	R041-310-095	04131R	Texas State Treasurer	Fair	673,533.24			3.871			0.00	673,533.24
3133EP6K6	R041-310-005	04131R	Federal Farm Credit Bank	Fair	700,000.00	03/26/2027		4.500	100.335	08/31/2026	702,345.00	700,206.44
3130AVVX7	R041-310-007	04131R	Federal Home Loan Bank	Fair	693,400.00	06/09/2028		3.750	98.945	08/31/2026	686,084.63	694,807.47
3133ERPS4	R041-310-006	04131R	Federal Farm Credit Bank	Fair	529,000.00	08/15/2029		3.750	98.007	08/31/2026	518,457.03	528,039.77
				Subtotal	**2,595,933.24**						**1,906,886.66**	**2,596,586.92**
Fund: 2013 Rate Stab-IH35												
0941100011	R041-320-095	04132R	Texas State Treasurer	Fair	102,825.02			3.871			102,825.02	102,825.02
3130AVVX7	R041-320-004	04132R	Federal Home Loan Bank	Fair	383,400.00	06/09/2028		3.750	98.945	08/31/2026	379,355.13	384,178.23
3133ERPS4	R041-320-003	04132R	Federal Farm Credit Bank	Fair	27,000.00	08/15/2029		3.750	98.007	08/31/2026	26,461.89	26,950.99
				Subtotal	**513,225.02**						**508,642.04**	**513,954.24**
Fund: 2013 I&S-IH35												
0941100008	R041-350-095	04135R	Texas State Treasurer	Fair	201,292.31			3.871			201,292.31	201,292.31
				Subtotal	**201,292.31**						**201,292.31**	**201,292.31**
Fund: 2013 Reserve-IH35												
0941100009	R041-370-095	04137R	Texas State Treasurer	Fair	76,097.22			3.871			76,097.22	76,097.22
3133EP6K6	R041-370-004	04137R	Federal Farm Credit Bank	Fair	800,000.00	03/26/2027		4.500	100.335	08/31/2026	802,680.00	800,235.93
3130AVVX7	R041-370-006	04137R	Federal Home Loan Bank	Fair	472,400.00	06/09/2028		3.750	98.945	08/31/2026	467,416.18	473,358.88
3133ERPS4	R041-370-005	04137R	Federal Farm Credit Bank	Fair	40,000.00	08/15/2029		3.750	98.007	08/31/2026	39,202.80	39,927.39
				Subtotal	**1,388,497.22**						**1,385,396.20**	**1,389,619.42**
Fund: 2022 I&S-NB Office												
0941100026	R041-420-095	04142R	Texas State Treasurer	Fair	102,207.63			3.871			102,207.63	102,207.63
				Subtotal	**102,207.63**						**102,207.63**	**102,207.63**

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: 2022 Const-Saltwater												
0941100029	R041-430-095	04143R	Texas State Treasurer	Fair	24,191.62			3.871			24,191.62	24,191.62
91282CPB1	R041-430-001	04143R	U.S. Treasury	Fair	1,000,000.00	09/30/2027		3.500	99.226	08/31/2026	992,260.00	992,857.41
				Subtotal	**1,024,191.62**						**1,016,451.62**	**1,017,049.03**
Fund: 2022 I&S-Saltwater B												
0941100030	R041-440-095	04144R	Texas State Treasurer	Fair	56,514.56			3.871			56,514.56	56,514.56
				Subtotal	**56,514.56**						**56,514.56**	**56,514.56**
Fund: 2025 RRWDS VFD-Cash												
0941100036	R041-450-095	04145R	Texas State Treasurer	Fair	1,495,917.56			3.871			1,495,917.56	1,495,917.56
				Subtotal	**1,495,917.56**						**1,495,917.56**	**1,495,917.56**
Fund: Opr-Canal												
CMM-716278	U043-100-096	04310U	First United Bank & Trust	Fair	521,366.54			3.760			0.00	521,366.54
				Subtotal	**521,366.54**						**0.00**	**521,366.54**
Fund: Opr-Buda WWTP												
0941100002	U045-100-095	04510U	Texas State Treasurer	Fair	43,557.84			3.871			43,557.84	43,557.84
				Subtotal	**43,557.84**						**43,557.84**	**43,557.84**
Fund: Opr-Carrizo Grndwtr												
CMM-716278	U047-100-096	04710U	First United Bank & Trust	Fair	6,762.99			3.760			6,762.99	6,762.99
				Subtotal	**6,762.99**						**6,762.99**	**6,762.99**
Fund: Const-Carrizo Grndwt												
0941100014	R047-470-095	04747R	Texas State Treasurer	Fair	21,564,653.44			3.871			21,564,653.44	21,564,653.44
				Subtotal	**21,564,653.44**						**21,564,653.44**	**21,564,653.44**
Fund: I&S-Carrizo Grndwtr												
0941100015	R047-480-095	04748R	Texas State Treasurer	Fair	2,669,202.50			3.871			2,669,202.50	2,669,202.50
912797VU8	R047-480-003	04748R	U.S. Treasury	Fair	1,430,000.00	01/28/2027		3.727	98.414	08/31/2026	1,407,320.20	1,412,382.68
91282CNP2	R047-480-004	04748R	U.S. Treasury	Fair	1,429,000.00	07/31/2027		3.875	99.693	08/31/2026	1,428,675.72	1,430,713.13
				Subtotal	**5,528,202.50**						**5,505,198.42**	**5,512,298.31**
Fund: Opr-Western Canyon												
CMM-716278	U050-100-096	05010U	First United Bank & Trust	Fair	231,214.00			3.760			231,214.00	231,214.00
				Subtotal	**231,214.00**						**231,214.00**	**231,214.00**

CUSIP	Investment #	Fund	Issuer	Investmen Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Fund: Const-TxDot Hwy46 Lo												
0941100041	R050-400-095	05040R	Texas State Treasurer	Fair	7,235,832.54			3.871			7,235,832.54	7,235,832.54
				Subtotal	**7,235,832.54**						**7,235,832.54**	**7,235,832.54**
Fund: I&S-TxDot Hwy46 Loan												
0941100042	R050-500-095	05050R	Texas State Treasurer	Fair	72,646.31			3.871			72,646.31	72,646.31
				Subtotal	**72,646.31**						**72,646.31**	**72,646.31**
Fund: 2020 I&S-WCanyon, re												
0941100005	R050-520-095	05052R	Texas State Treasurer	Fair	805,718.85			3.871			805,718.85	805,718.85
				Subtotal	**805,718.85**						**805,718.85**	**805,718.85**
Fund: Opr-Cordillera WDS												
CMM-716278	U052-100-096	05210U	First United Bank & Trust	Fair	2,527,502.47			3.760			2,527,502.47	2,527,502.47
				Subtotal	**2,527,502.47**						**2,527,502.47**	**2,527,502.47**
Fund: Opr-Comal Trace												
0941100002	U054-100-095	05410U	Texas State Treasurer	Fair	1,337,292.11			3.871			1,337,292.11	1,337,292.11
				Subtotal	**1,337,292.11**						**1,337,292.11**	**1,337,292.11**
Fund: Opr-Johnson Ranch WD												
CMM-716278	U055-100-096	05510U	First United Bank & Trust	Fair	1,191,007.20			3.760			1,191,007.20	1,191,007.20
				Subtotal	**1,191,007.20**						**1,191,007.20**	**1,191,007.20**
Fund: Opr-Luling WTP												
0941100002	U100-100-095	10010U	Texas State Treasurer	Fair	207,242.74			3.871			207,242.74	207,242.74
				Subtotal	**207,242.74**						**207,242.74**	**207,242.74**
Fund: Opr-Lu-Lo												
CMM-716278	U100-200-096	10020U	First United Bank & Trust	Fair	598,012.65			3.760			598,012.65	598,012.65
				Subtotal	**598,012.65**						**598,012.65**	**598,012.65**
Fund: 2014 I&S-Lu-Lo												
CMM-716278	R100-400-096	10040R	First United Bank & Trust	Fair	250,486.02			3.760			250,486.02	250,486.02
				Subtotal	**250,486.02**						**250,486.02**	**250,486.02**
				Total	**140,058,612.49**						**138,362,001.10**	**139,851,940.75**

Monthly Board Report
Accrued Interest
Sorted by Fund - Investment Number
September 1, 2026 - September 30, 2026

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
General Revenue										
BC-400006076	U010-100-006	PA2	18,349.37		0.070	20.66	0.00	5.99	20.66	5.99
CD-88155C	U010-100-015	BCD	565,582.01	12/12/2026	3.601	14,675.12	0.00	1,673.97	0.00	16,349.09
3135G0Q22	U010-100-017	FAC	0.00	09/24/2026	1.875	8,177.08	0.00	1,197.92	9,375.00	0.00
3130AQF65	U010-100-018	FAC	1,000,000.00	12/21/2026	1.250	1,111.11	0.00	1,041.66	0.00	2,152.77
BC-729205	U010-100-090	LA2	25,000.00		0.500	427.74	0.00	10.27	0.00	438.01
0941100002	U010-100-095	LA3	1,149,911.05		3.871	2,537.90	0.00	3,512.54	2,537.90	3,512.54
CMM-716278	U010-100-096	LA2	3,445,758.07		3.760	3,668.01	0.00	7,893.57	3,668.01	7,893.57
TX-01-0175-0001	U010-100-098	LA4	214,007.89		3.908	693.53	0.00	686.18	693.53	686.18
		Subtotal	**6,418,608.39**			**31,311.15**	**0.00**	**16,022.10**	**16,295.10**	**31,038.15**
Arbitrage-Lk Dunlap										
0941100002	R023-110-095	LA3	0.00		4.310	0.00	0.00	0.00	0.00	0.00
		Subtotal	**0.00**			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2021 I&S-Lk Dunlap										
0941100017	R023-200-095	LA3	12,926.23		3.871	185.49	0.00	39.80	1,354.53	-1,129.24
		Subtotal	**12,926.23**			**185.49**	**0.00**	**39.80**	**1,354.53**	**-1,129.24**
2021 Const-Lk McQ										
0941100018	R024-100-095	LA3	0.00		4.078	0.00	0.00	0.00	0.00	0.00
		Subtotal	**0.00**			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
WCID Sup-Lk McQ Const										
0941100032	R024-110-095	LA3	331,767.24		3.871	1,029.83	0.00	1,021.88	1,029.83	1,021.88
		Subtotal	**331,767.24**			**1,029.83**	**0.00**	**1,021.88**	**1,029.83**	**1,021.88**
2021 I&S-Lk McQ										
0941100019	R024-200-095	LA3	11,998.97		3.871	989.20	0.00	21.78	989.19	21.79
		Subtotal	**11,998.97**			**989.20**	**0.00**	**21.78**	**989.19**	**21.79**
Arbitrage-Lk McQ										
31424W6R8	R024-300-001	FAC	2,100,000.00	01/15/2027	3.530	6,589.34	0.00	6,177.50	0.00	12,766.84
0941100039	R024-300-095	LA3	53,796.25		3.871	166.96	0.00	165.71	166.96	165.71
		Subtotal	**2,153,796.25**			**6,756.30**	**0.00**	**6,343.21**	**166.96**	**12,932.55**
2021 Const-Lk PI										

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2021 Const-Lk Pl										
0941100020	R025-100-095	LA3	248,943.91		3.871	1,207.11	0.00	766.74	772.71	1,201.14
		Subtotal	**248,943.91**			**1,207.11**	**0.00**	**766.74**	**772.71**	**1,201.14**
WCID Sup-Lk Placid Const										
0941100033	R025-110-095	LA3	319,417.75		3.871	991.51	0.00	983.81	991.51	983.81
		Subtotal	**319,417.75**			**991.51**	**0.00**	**983.81**	**991.51**	**983.81**
2021/2022 I&S-Lk Pl										
0941100021	R025-200-095	LA3	12,417.43		3.871	967.00	0.00	22.43	967.00	22.43
		Subtotal	**12,417.43**			**967.00**	**0.00**	**22.43**	**967.00**	**22.43**
Arbitrage-Lk Pl										
31424W6R8	R025-300-001	FAC	1,800,000.00	01/15/2027	3.530	5,648.00	0.00	5,295.00	0.00	10,943.00
0941100040	R025-300-095	LA3	48,073.56		3.871	149.26	0.00	148.07	149.26	148.07
		Subtotal	**1,848,073.56**			**5,797.26**	**0.00**	**5,443.07**	**149.26**	**11,091.07**
Opr-Shadow Creek										
3130B5K64	U030-100-009	FAC	485,000.00	03/10/2027	4.000	9,215.00	0.00	1,616.67	9,700.00	1,131.67
3130AQF65	U030-100-010	FAC	500,000.00	12/21/2026	1.250	555.56	0.00	520.83	0.00	1,076.39
CMM-716278	U030-100-096	LA2	388,347.68		3.760	947.97	0.00	1,128.56	947.97	1,128.56
		Subtotal	**1,373,347.68**			**10,718.53**	**0.00**	**3,266.06**	**10,647.97**	**3,336.62**
Opr-Stein Falls										
3133EP6K6	U033-100-003	FAC	2,000,000.00	03/26/2027	4.500	38,750.00	0.00	7,500.00	45,000.00	1,250.00
3130AWBZ2	U033-100-014	FAC	1,000,000.00	06/11/2027	4.125	9,166.67	0.00	3,437.50	0.00	12,604.17
91282CDQ1	U033-100-015	TRC	1,035,000.00	12/31/2026	1.250	2,214.84	0.00	1,054.69	0.00	3,269.53
91282CLL3	U033-100-016	TRC	2,000,000.00	09/15/2027	3.375	31,182.07	0.00	5,551.36	33,750.00	2,983.43
91282CPS4	U033-100-017	TRC	1,000,000.00	12/31/2027	3.375	5,777.85	0.00	2,751.36	0.00	8,529.21
91282CQH7	U033-100-018	TRC	2,000,000.00	03/31/2028	3.875	7,199.46	0.00	6,353.62	13,340.17	212.91
3130AWMN7	U033-100-019	FAC	1,000,000.00	06/09/2028	4.375	3,888.89	0.00	3,645.83	0.00	7,534.72
0941100002	U033-100-095	LA3	1,493,679.74		3.871	5,574.53	0.00	4,451.76	5,574.53	4,451.76
CMM-716278	U033-100-096	LA2	348,627.69		3.760	691.18	0.00	869.80	691.18	869.80
		Subtotal	**11,877,307.43**			**104,445.49**	**0.00**	**35,615.92**	**98,355.88**	**41,705.53**
2021 I&S-Stein Falls										
0941100024	R033-400-095	LA3	219,801.45		3.871	1,291.94	0.00	375.51	1,291.94	375.51
		Subtotal	**219,801.45**			**1,291.94**	**0.00**	**375.51**	**1,291.94**	**375.51**
2024 Const-Stein Falls										
912797WG8	R033-500-004	ATD	4,060,000.00	12/22/2026	3.745	0.00	0.00	0.00	0.00	0.00
912797VU8	R033-500-005	ATD	4,100,000.00	01/28/2027	3.727	0.00	0.00	0.00	0.00	0.00

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2024 Const-Stein Falls										
912797WC7	R033-500-006	ATD	4,080,000.00	02/25/2027	3.768	0.00	0.00	0.00	0.00	0.00
0941100034	R033-500-095	LA2	6,584,888.34		3.871	61,193.85	0.00	23,627.42	61,193.85	23,627.42
		Subtotal	**18,824,888.34**			**61,193.85**	**0.00**	**23,627.42**	**61,193.85**	**23,627.42**
2024-I&S-Stein Falls										
0941100035	R033-600-095	LA3	351,310.12		3.871	1,921.91	0.00	600.21	1,921.91	600.21
		Subtotal	**351,310.12**			**1,921.91**	**0.00**	**600.21**	**1,921.91**	**600.21**
2022 Const-Sunfield										
0941100027	R037-100-095	LA3	3,366,881.10		3.871	10,472.69	0.00	10,380.07	10,472.69	10,380.07
		Subtotal	**3,366,881.10**			**10,472.69**	**0.00**	**10,380.07**	**10,472.69**	**10,380.07**
Opr-Sunfield WWTP										
91282CDQ1	U037-100-007	TRC	1,000,000.00	12/31/2026	1.250	2,139.95	0.00	1,019.02	0.00	3,158.97
3130AVBC5	U037-100-008	FAC	1,000,000.00	03/12/2027	4.500	4,000.00	0.00	3,750.00	5,375.00	2,375.00
0941100002	U037-100-095	LA3	1,880,803.99		3.871	3,735.36	0.00	5,720.75	3,735.36	5,720.75
		Subtotal	**3,880,803.99**			**9,875.31**	**0.00**	**10,489.77**	**9,110.36**	**11,254.72**
2026 Const-Sunfield										
912797WG8	R037-110-001	ATD	1,000,000.00	12/22/2026	3.745	0.00	0.00	0.00	0.00	0.00
912797VU8	R037-110-002	ATD	1,000,000.00	01/28/2027	3.727	0.00	0.00	0.00	0.00	0.00
0941100043	R037-110-095	LA3	1,066,818.64		3.871	9,170.12	0.00	3,698.61	9,170.12	3,698.61
		Subtotal	**3,066,818.64**			**9,170.12**	**0.00**	**3,698.61**	**9,170.12**	**3,698.61**
2022 I&S-Sunfield										
0941100028	R037-200-095	LA3	311,926.82		3.871	1,584.06	0.00	532.76	1,584.06	532.76
		Subtotal	**311,926.82**			**1,584.06**	**0.00**	**532.76**	**1,584.06**	**532.76**
2026 I&S-Sunfield										
0941100044	R037-210-095	LA3	36,632.98		3.871	200.35	0.00	62.63	200.35	62.63
		Subtotal	**36,632.98**			**200.35**	**0.00**	**62.63**	**200.35**	**62.63**
2021 Const-Dietz										
91282CPB1	R038-100-001	TRC	1,000,000.00	09/30/2027	3.500	3,251.37	0.00	2,869.37	6,024.59	96.15
0941100023	R038-100-095	LA3	251,139.00		3.871	725.23	0.00	721.50	725.23	721.50
		Subtotal	**1,251,139.00**			**3,976.60**	**0.00**	**3,590.87**	**6,749.82**	**817.65**
Opr-Dietz										
91282CHY0	U038-100-002	TRC	0.00	09/15/2026	4.625	10,682.74	0.00	879.76	11,562.50	0.00
91282CDQ1	U038-100-003	TRC	500,000.00	12/31/2026	1.250	1,069.97	0.00	509.51	0.00	1,579.48

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Opr-Dietz										
0941100002	U038-100-095	LA3	565,945.58		3.871	145.37	0.00	1,021.90	145.37	1,021.90
		Subtotal	**1,065,945.58**			**11,898.08**	**0.00**	**2,411.17**	**11,707.87**	**2,601.38**
2021 I&S-Dietz										
0941100024	R038-400-095	LA3	67,043.38		3.871	394.67	0.00	114.71	394.67	114.71
		Subtotal	**67,043.38**			**394.67**	**0.00**	**114.71**	**394.67**	**114.71**
Opr-Water Supply										
3133EP6K6	U041-100-014	FAC	2,000,000.00	03/26/2027	4.500	38,750.00	0.00	7,500.00	45,000.00	1,250.00
91282CKA8	U041-100-021	TRC	1,000,000.00	02/15/2027	4.125	1,905.57	0.00	3,362.77	0.00	5,268.34
3130AWBZ2	U041-100-022	FAC	2,000,000.00	06/11/2027	4.125	18,333.33	0.00	6,875.00	0.00	25,208.33
91282CHY0	U041-100-023	TRC	0.00	09/15/2026	4.625	42,730.98	0.00	3,519.02	46,250.00	0.00
91282CME8	U041-100-024	TRC	2,000,000.00	12/31/2026	4.250	14,551.63	0.00	6,929.35	0.00	21,480.98
91282CLL3	U041-100-025	TRC	3,000,000.00	09/15/2027	3.375	46,773.10	0.00	8,327.04	50,625.00	4,475.14
91282CPS4	U041-100-026	TRC	3,000,000.00	12/31/2027	3.375	17,333.56	0.00	8,254.08	0.00	25,587.64
91282CQH7	U041-100-028	TRC	2,000,000.00	03/31/2028	3.875	7,199.45	0.00	6,353.62	13,340.16	212.91
3130AWMN7	U041-100-029	FAC	2,000,000.00	06/09/2028	4.375	7,777.78	0.00	7,291.66	0.00	15,069.44
3133EPUN3	U041-100-030	FAC	2,000,000.00	08/28/2028	4.500	750.00	0.00	7,500.00	0.00	8,250.00
1379800040	U041-100-094	LA5	3,007,954.51		3.680	9,035.62	0.00	9,064.93	9,035.62	9,064.93
0941100002	U041-100-095	LA3	1,354,251.41		3.871	4,720.57	0.00	4,066.88	4,720.57	4,066.88
CMM-716278	U041-100-096	LA2	6,778,715.18		3.760	10,794.47	0.00	16,921.31	10,794.47	16,921.31
		Subtotal	**30,140,921.10**			**220,656.06**	**0.00**	**95,965.66**	**179,765.82**	**136,855.90**
Grant-Reg 11-Cycle 2										
0941100002	U041-110-095	LA3	457,988.82		3.871	1,243.91	0.00	1,398.98	1,243.91	1,398.98
		Subtotal	**457,988.82**			**1,243.91**	**0.00**	**1,398.98**	**1,243.91**	**1,398.98**
2007B/2017 I&S-RRWDS										
0941100013	R041-120-095	LA3	408,465.56		3.871	928.11	0.00	1,034.36	928.11	1,034.36
		Subtotal	**408,465.56**			**928.11**	**0.00**	**1,034.36**	**928.11**	**1,034.36**
2007 Rate Stab-RRWDS										
3133EP6K6	R041-150-004	FAC	1,069,000.00	03/26/2027	4.500	20,711.88	0.00	4,008.75	24,052.50	668.13
3130AVVX7	R041-150-005	FAC	794,400.00	06/09/2028	3.750	6,785.50	0.00	2,482.50	0.00	9,268.00
CMM-716278	R041-150-096	LA2	103,958.87		3.760	-218.56	0.00	247.54	200.03	-171.05
		Subtotal	**1,967,358.87**			**27,278.82**	**0.00**	**6,738.79**	**24,252.53**	**9,765.08**
2015 I&S-IWPP										
CMM-716278	R041-160-096	LA2	0.00		4.300	0.00	0.00	0.00	0.00	0.00
		Subtotal	**0.00**			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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2015 Reserve-IWPP										
CMM-716278	R041-170-096	LA2	0.00		4.300	0.00	0.00	0.00	0.00	0.00
		Subtotal	**0.00**			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2016 I&S-SM WTP										
CMM-716278	R041-180-096	LA2	44,811.15		3.760	233.68	0.00	95.47	233.68	95.47
		Subtotal	**44,811.15**			**233.68**	**0.00**	**95.47**	**233.68**	**95.47**
2020 I&S-Gen Imp/Ref										
CMM-716278	R041-200-096	LA2	140,624.17		3.760	2,816.12	0.00	299.78	948.39	2,167.51
		Subtotal	**140,624.17**			**2,816.12**	**0.00**	**299.78**	**948.39**	**2,167.51**
2012 Reserve-MidBasin										
3133EP6K6	R041-250-008	FAC	190,000.00	03/26/2027	4.500	3,681.25	0.00	712.50	4,275.00	118.75
3130AVVX7	R041-250-009	FAC	91,400.00	06/09/2028	3.750	780.71	0.00	285.62	0.00	1,066.33
0941100002	R041-250-095	LA3	22,077.44		3.871	48.35	0.00	56.91	48.35	56.91
		Subtotal	**303,477.44**			**4,510.31**	**0.00**	**1,055.03**	**4,323.35**	**1,241.99**
2012 I&S-Mid-Basin										
CMM-716278	R041-260-096	LA2	43,891.78		3.760	830.24	0.00	93.57	298.21	625.60
		Subtotal	**43,891.78**			**830.24**	**0.00**	**93.57**	**298.21**	**625.60**
2013 RateStab-WCanyon										
3133EP6K6	R041-310-005	FAC	700,000.00	03/26/2027	4.500	13,562.50	0.00	2,625.00	15,750.00	437.50
3133ERPS4	R041-310-006	FAC	529,000.00	08/15/2029	3.750	881.67	0.00	1,653.12	0.00	2,534.79
3130AVVX7	R041-310-007	FAC	693,400.00	06/09/2028	3.750	5,922.79	0.00	2,166.88	0.00	8,089.67
0941100002	R041-310-095	LA3	673,533.24		3.871	-1,277.05	0.00	2,018.59	645.65	95.89
		Subtotal	**2,595,933.24**			**19,089.91**	**0.00**	**8,463.59**	**16,395.65**	**11,157.85**
2013 Rate Stab-IH35										
3133ERPS4	R041-320-003	FAC	27,000.00	08/15/2029	3.750	45.00	0.00	84.38	0.00	129.38
3130AVVX7	R041-320-004	FAC	383,400.00	06/09/2028	3.750	3,274.88	0.00	1,198.12	0.00	4,473.00
0941100011	R041-320-095	LA3	102,825.02		3.871	113.14	0.00	316.74	97.53	332.35
		Subtotal	**513,225.02**			**3,433.02**	**0.00**	**1,599.24**	**97.53**	**4,934.73**
2013 I&S-IH35										
0941100008	R041-350-095	LA3	201,292.31		3.871	1,400.01	0.00	344.30	1,400.01	344.30
		Subtotal	**201,292.31**			**1,400.01**	**0.00**	**344.30**	**1,400.01**	**344.30**
2013 Reserve-IH35										
3133EP6K6	R041-370-004	FAC	800,000.00	03/26/2027	4.500	15,500.00	0.00	3,000.00	18,000.00	500.00

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2013 Reserve-IH35										
3133ERPS4	R041-370-005	FAC	40,000.00	08/15/2029	3.750	66.67	0.00	125.00	0.00	191.67
3130AVVX7	R041-370-006	FAC	472,400.00	06/09/2028	3.750	4,035.08	0.00	1,476.25	0.00	5,511.33
0941100009	R041-370-095	LA3	76,097.22		3.871	178.27	0.00	180.85	178.27	180.85
		Subtotal	**1,388,497.22**			**19,780.02**	**0.00**	**4,782.10**	**18,178.27**	**6,383.85**
2022 I&S-NB Office										
0941100026	R041-420-095	LA3	102,207.63		3.871	567.03	0.00	174.60	567.03	174.60
		Subtotal	**102,207.63**			**567.03**	**0.00**	**174.60**	**567.03**	**174.60**
2022 Const-Saltwater Barrier										
91282CPB1	R041-430-001	TRC	1,000,000.00	09/30/2027	3.500	3,251.37	0.00	2,869.37	6,024.59	96.15
0941100029	R041-430-095	LA3	24,191.62		3.871	20.77	0.00	22.42	20.77	22.42
		Subtotal	**1,024,191.62**			**3,272.14**	**0.00**	**2,891.79**	**6,045.36**	**118.57**
2022 I&S-Saltwater Barrier										
0941100030	R041-440-095	LA3	56,514.56		3.871	308.00	0.00	96.56	308.00	96.56
		Subtotal	**56,514.56**			**308.00**	**0.00**	**96.56**	**308.00**	**96.56**
2025 RRWDS VFD-Cash Funded										
0941100036	R041-450-095	LA3	1,495,917.56		3.871	2,498.28	0.00	2,224.63	2,498.28	2,224.63
		Subtotal	**1,495,917.56**			**2,498.28**	**0.00**	**2,224.63**	**2,498.28**	**2,224.63**
Opr-Canal										
CMM-716278	U043-100-096	LA2	521,366.54		3.760	1,305.34	0.00	1,526.18	1,305.34	1,526.18
		Subtotal	**521,366.54**			**1,305.34**	**0.00**	**1,526.18**	**1,305.34**	**1,526.18**
Opr-Buda WWTP										
0941100002	U045-100-095	LA3	43,557.84		3.871	118.30	0.00	133.05	118.30	133.05
		Subtotal	**43,557.84**			**118.30**	**0.00**	**133.05**	**118.30**	**133.05**
Opr-Carrizo Grndwtr										
CMM-716278	U047-100-096	LA2	6,762.99		3.760	6,743.19	0.00	19.80	6,743.19	19.80
		Subtotal	**6,762.99**			**6,743.19**	**0.00**	**19.80**	**6,743.19**	**19.80**
Const-Carrizo Grndwtr										
0941100014	R047-470-095	LA3	21,564,653.44		3.871	90,229.04	0.00	73,873.37	90,229.04	73,873.37
		Subtotal	**21,564,653.44**			**90,229.04**	**0.00**	**73,873.37**	**90,229.04**	**73,873.37**
I&S-Carrizo Grndwtr										
912797VU8	R047-480-003	ATD	1,430,000.00	01/28/2027	3.727	0.00	0.00	0.00	0.00	0.00

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
I&S-Carrizo Grndwtr										
91282CNP2	R047-480-004	TRC	1,429,000.00	07/31/2027	3.875	752.36	0.00	4,514.16	0.00	5,266.52
0941100015	R047-480-095	LA3	2,669,202.50		3.871	21,800.64	0.00	4,605.22	21,800.64	4,605.22
		Subtotal	**5,528,202.50**			**22,553.00**	**0.00**	**9,119.38**	**21,800.64**	**9,871.74**
Opr-Western Canyon										
CMM-716278	U050-100-096	LA2	231,214.00		3.760	1,054.36	0.00	676.83	351.38	1,379.81
		Subtotal	**231,214.00**			**1,054.36**	**0.00**	**676.83**	**351.38**	**1,379.81**
Const-TxDot Hwy46 Loan										
0941100041	R050-400-095	LA3	7,235,832.54		3.871	35,119.97	0.00	26,384.74	35,119.97	26,384.74
		Subtotal	**7,235,832.54**			**35,119.97**	**0.00**	**26,384.74**	**35,119.97**	**26,384.74**
I&S-TxDot Hwy46 Loan										
0941100042	R050-500-095	LA3	72,646.31		3.871	282.36	0.00	123.95	282.36	123.95
		Subtotal	**72,646.31**			**282.36**	**0.00**	**123.95**	**282.36**	**123.95**
2020 I&S-WCanyon, refunding										
0941100005	R050-520-095	LA3	805,718.85		3.871	9,500.03	0.00	2,700.94	6,989.91	5,211.06
		Subtotal	**805,718.85**			**9,500.03**	**0.00**	**2,700.94**	**6,989.91**	**5,211.06**
Opr-Cordillera WDS										
CMM-716278	U052-100-096	LA2	2,527,502.47		3.760	3,658.71	0.00	7,398.69	3,658.71	7,398.69
		Subtotal	**2,527,502.47**			**3,658.71**	**0.00**	**7,398.69**	**3,658.71**	**7,398.69**
Opr-Comal Trace										
0941100002	U054-100-095	LA3	1,337,292.11		3.871	2,372.93	0.00	4,084.91	2,372.93	4,084.91
		Subtotal	**1,337,292.11**			**2,372.93**	**0.00**	**4,084.91**	**2,372.93**	**4,084.91**
Opr-Johnson Ranch WDS										
CMM-716278	U055-100-096	LA2	1,191,007.20		3.760	1,705.26	0.00	3,486.40	1,705.26	3,486.40
		Subtotal	**1,191,007.20**			**1,705.26**	**0.00**	**3,486.40**	**1,705.26**	**3,486.40**
Opr-Luling WTP										
0941100002	U100-100-095	LA3	207,242.74		3.871	562.88	0.00	633.05	562.88	633.05
		Subtotal	**207,242.74**			**562.88**	**0.00**	**633.05**	**562.88**	**633.05**
Opr-Lu-Lo										
CMM-716278	U100-200-096	LA2	598,012.65		3.760	1,497.24	0.00	1,750.55	1,497.24	1,750.55
		Subtotal	**598,012.65**			**1,497.24**	**0.00**	**1,750.55**	**1,497.24**	**1,750.55**

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
2014 I&S-Lu-Lo										
CMM-716278	R100-400-096	LA2	250,486.02		3.760	647.19	0.00	678.83	647.19	678.83
		Subtotal	**250,486.02**			**647.19**	**0.00**	**678.83**	**647.19**	**678.83**
		Total	**140,058,612.49**			**762,573.91**	**0.00**	**385,279.65**	**676,386.05**	**471,467.51**

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

Monthly Board Report
Texas Compliance Change in Val Report
Sorted by Fund
September 1, 2026 - September 30, 2026

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Fund: General Revenue									
U010-100-006	FROST	01010U	09/01/2025	5.99	18,343.38	26.65	0.00	5.99	18,349.37
BC-400006076	18,349.37	0.070	/ /	20.66	18,343.38	26.65	0.00	5.99	18,349.37
U010-100-015	FSTLOC	01010U	12/12/2025	1,673.97	565,582.01	0.00	0.00	0.00	565,582.01
CD-88155C	565,582.01	3.601	12/12/2026	0.00	565,582.01	0.00	0.00	0.00	565,582.01
U010-100-017	FSTSW	01010U	02/25/2026	1,197.92	998,924.83	0.00	1,000,000.00	-998,924.83	0.00
3135G0Q22	0.00	0.000	09/24/2026	9,375.00	998,750.00	0.00	1,000,000.00	-998,750.00	0.00
U010-100-018	FHLB	01010U	07/29/2026	1,041.66	992,971.72	0.00	0.00	2,276.65	995,248.37
3130AQF65	1,000,000.00	4.020	12/21/2026	0.00	993,389.45	0.00	0.00	0.00	993,389.45
U010-100-090	SEGST	01010U	09/01/2025	10.27	25,000.00	0.00	0.00	0.00	25,000.00
BC-729205	25,000.00	0.500	/ /	0.00	25,000.00	0.00	0.00	0.00	25,000.00
U010-100-095	TXPOOL	01010U	09/01/2025	3,512.54	1,146,398.51	6,050.44	0.00	3,512.54	1,149,911.05
0941100002	1,149,911.05	3.870	/ /	2,537.90	1,146,398.51	6,050.44	0.00	3,512.54	1,149,911.05
U010-100-096	SEGST	01010U	09/01/2025	7,893.57	2,428,489.50	1,020,936.58	0.00	1,017,268.57	3,445,758.07
CMM-716278	3,445,758.07	3.760	/ /	3,668.01	2,428,489.50	1,020,936.58	0.00	1,017,268.57	3,445,758.07
U010-100-098	TXCLAS	01010U	09/01/2025	686.18	213,321.71	1,379.71	0.00	686.18	214,007.89
TX-01-0175-0001	214,007.89	3.907	/ /	693.53	213,321.71	1,379.71	0.00	686.18	214,007.89
	Sub Totals For: Fund: General Revenue			16,022.10	6,389,031.66	1,028,393.38	1,000,000.00	24,825.10	6,413,856.76
				16,295.10	6,389,274.56	1,028,393.38	1,000,000.00	22,723.28	6,411,997.84
Fund: Arbitrage-Lk Dunlap									
R023-110-095	TXPOOL	02310R	09/01/2025	0.00	0.00	0.00	0.00	0.00	0.00
0941100002	0.00	4.309	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Arbitrage-Lk Dunlap			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Fund: 2021 I&S-Lk Dunlap									
R023-200-095	TXPOOL	02320R	09/01/2025	39.80	12,886.43	1,394.33	0.00	39.80	12,926.23
0941100017	12,926.23	3.870	/ /	1,354.53	12,886.43	1,394.33	0.00	39.80	12,926.23
Sub Totals For: Fund: 2021 I&S-Lk Dunlap				39.80	12,886.43	1,394.33	0.00	39.80	12,926.23
				1,354.53	12,886.43	1,394.33	0.00	39.80	12,926.23
Fund: 2021 Const-Lk McQ									
R024-100-095	TXPOOL	02410R	09/01/2025	0.00	0.00	0.00	0.00	0.00	0.00
0941100018	0.00	4.077	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: 2021 Const-Lk McQ				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: WCID Sup-Lk McQ Cons									
R024-110-095	TXPOOL	02411R	09/01/2025	1,021.88	330,745.36	2,051.71	0.00	1,021.88	331,767.24
0941100032	331,767.24	3.870	/ /	1,029.83	330,745.36	2,051.71	0.00	1,021.88	331,767.24
Sub Totals For: Fund: WCID Sup-Lk McQ Cons				1,021.88	330,745.36	2,051.71	0.00	1,021.88	331,767.24
				1,029.83	330,745.36	2,051.71	0.00	1,021.88	331,767.24
Fund: 2021 I&S-Lk McQ									
R024-200-095	TXPOOL	02420R	09/01/2025	21.78	6,483.19	6,504.97	0.00	5,515.78	11,998.97
0941100019	11,998.97	3.870	/ /	989.19	6,483.19	6,504.97	0.00	5,515.78	11,998.97
Sub Totals For: Fund: 2021 I&S-Lk McQ				21.78	6,483.19	6,504.97	0.00	5,515.78	11,998.97
				989.19	6,483.19	6,504.97	0.00	5,515.78	11,998.97
Fund: Arbitrage-Lk McQ									
R024-300-001	FAMC	02430R	07/29/2026	6,177.50	2,098,236.99	0.00	0.00	1,040.11	2,099,277.10
31424W6R8	2,100,000.00	4.130	01/15/2027	0.00	2,097,422.83	0.00	0.00	0.00	2,097,422.83
R024-300-095	TXPOOL	02430R	09/01/2025	165.71	53,630.54	332.67	0.00	165.71	53,796.25
0941100039	53,796.25	3.870	/ /	166.96	53,630.54	332.67	0.00	165.71	53,796.25
Sub Totals For: Fund: Arbitrage-Lk McQ				6,343.21	2,151,867.53	332.67	0.00	1,205.82	2,153,073.35
				166.96	2,151,053.37	332.67	0.00	165.71	2,151,219.08

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Fund: 2021 Const-Lk Pl									
R025-100-095	TXPOOL	02510R	09/01/2025	766.74	248,177.17	1,539.45	0.00	766.74	248,943.91
0941100020	248,943.91	3.870	/ /	772.71	248,177.17	1,539.45	0.00	766.74	248,943.91
Sub Totals For: Fund: 2021 Const-Lk Pl				766.74	248,177.17	1,539.45	0.00	766.74	248,943.91
				772.71	248,177.17	1,539.45	0.00	766.74	248,943.91
Fund: WCID Sup-Lk Placid C									
R025-110-095	TXPOOL	02511R	09/01/2025	983.81	318,433.94	1,975.32	0.00	983.81	319,417.75
0941100033	319,417.75	3.870	/ /	991.51	318,433.94	1,975.32	0.00	983.81	319,417.75
Sub Totals For: Fund: WCID Sup-Lk Placid C				983.81	318,433.94	1,975.32	0.00	983.81	319,417.75
				991.51	318,433.94	1,975.32	0.00	983.81	319,417.75
Fund: 2021/2022 I&S-Lk Pl									
R025-200-095	TXPOOL	02520R	09/01/2025	22.43	6,681.00	6,703.43	0.00	5,736.43	12,417.43
0941100021	12,417.43	3.870	/ /	967.00	6,681.00	6,703.43	0.00	5,736.43	12,417.43
Sub Totals For: Fund: 2021/2022 I&S-Lk Pl				22.43	6,681.00	6,703.43	0.00	5,736.43	12,417.43
				967.00	6,681.00	6,703.43	0.00	5,736.43	12,417.43
Fund: Arbitrage-Lk Pl									
R025-300-001	FAMC	02530R	07/29/2026	5,295.00	1,798,488.84	0.00	0.00	891.53	1,799,380.37
31424W6R8	1,800,000.00	4.130	01/15/2027	0.00	1,797,791.00	0.00	0.00	0.00	1,797,791.00
R025-300-095	TXPOOL	02530R	09/01/2025	148.07	47,925.49	297.33	0.00	148.07	48,073.56
0941100040	48,073.56	3.870	/ /	149.26	47,925.49	297.33	0.00	148.07	48,073.56
Sub Totals For: Fund: Arbitrage-Lk Pl				5,443.07	1,846,414.33	297.33	0.00	1,039.60	1,847,453.93
				149.26	1,845,716.49	297.33	0.00	148.07	1,845,864.56
Fund: Opr-Shadow Creek									
U030-100-009	FHLB	03010U	02/25/2026	1,616.67	486,129.31	0.00	0.00	-179.25	485,950.06
3130B5K64	485,000.00	3.543	03/10/2027	9,700.00	484,524.70	0.00	0.00	0.00	484,524.70
U030-100-010	FHLB	03010U	07/29/2026	520.83	496,485.86	0.00	0.00	1,138.32	497,624.18
3130AQF65	500,000.00	4.020	12/21/2026	0.00	496,694.72	0.00	0.00	0.00	496,694.72

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
U030-100-096	SEGST	03010U	09/01/2025	1,128.56	377,519.12	11,776.53	0.00	10,828.56	388,347.68
CMM-716278	388,347.68	3.760	/ /	947.97	377,519.12	11,776.53	0.00	10,828.56	388,347.68
	Sub Totals For: Fund: Opr-Shadow Creek			3,266.06	1,360,134.29	11,776.53	0.00	11,787.63	1,371,921.92
				10,647.97	1,358,738.54	11,776.53	0.00	10,828.56	1,369,567.10
Fund: Opr-Stein Falls									
U033-100-003	FFCB	03310U	03/26/2024	7,500.00	2,000,690.93	0.00	0.00	-101.12	2,000,589.81
3133EP6K6	2,000,000.00	4.434	03/26/2027	45,000.00	2,006,700.00	0.00	0.00	0.00	2,006,700.00
U033-100-014	FHLB	03310U	08/22/2025	3,437.50	1,002,513.24	0.00	0.00	-269.28	1,002,243.96
3130AWBZ2	1,000,000.00	3.785	06/11/2027	0.00	998,830.00	0.00	0.00	0.00	998,830.00
U033-100-015	USTR	03310U	02/25/2026	1,054.69	1,027,353.29	0.00	0.00	1,895.88	1,029,249.17
91282CDQ1	1,035,000.00	3.533	12/31/2026	0.00	1,025,902.35	0.00	0.00	0.00	1,025,902.35
U033-100-016	USTR	03310U	02/25/2026	5,551.36	1,997,911.16	0.00	0.00	165.34	1,998,076.50
91282CLL3	2,000,000.00	3.478	09/15/2027	33,750.00	1,983,460.00	0.00	0.00	0.00	1,983,460.00
U033-100-017	USTR	03310U	02/25/2026	2,751.36	998,873.33	0.00	0.00	69.55	998,942.88
91282CPS4	1,000,000.00	3.461	12/31/2027	0.00	988,160.00	0.00	0.00	0.00	988,160.00
U033-100-018	USTR	03310U	07/29/2026	6,353.62	2,013,236.52	0.00	0.00	-24,776.90	1,988,459.62
91282CQH7	2,000,000.00	4.275	03/31/2028	13,340.17	2,012,009.83	0.00	0.00	-25,409.83	1,986,600.00
U033-100-019	FHLB	03310U	07/29/2026	3,645.83	1,007,255.26	0.00	0.00	-55.43	1,007,199.83
3130AWMN7	1,000,000.00	4.302	06/09/2028	0.00	1,005,866.39	0.00	0.00	0.00	1,005,866.39
U033-100-095	TXPOOL	03310U	09/01/2025	4,451.76	1,444,227.98	55,026.29	0.00	49,451.76	1,493,679.74
0941100002	1,493,679.74	3.870	/ /	5,574.53	1,444,227.98	55,026.29	0.00	49,451.76	1,493,679.74
U033-100-096	SEGST	03310U	09/01/2025	869.80	275,257.89	74,060.98	0.00	73,369.80	348,627.69
CMM-716278	348,627.69	3.760	/ /	691.18	275,257.89	74,060.98	0.00	73,369.80	348,627.69
	Sub Totals For: Fund: Opr-Stein Falls			35,615.92	11,767,319.60	129,087.27	0.00	99,749.60	11,867,069.20
				98,355.88	11,740,414.44	129,087.27	0.00	97,411.73	11,837,826.17
Fund: 2021 I&S-Stein Falls									

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
R033-400-095	TXPOOL	03340R	09/01/2025	375.51	110,358.94	110,734.45	0.00	109,442.51	219,801.45
0941100024	219,801.45	3.870	/ /	1,291.94	110,358.94	110,734.45	0.00	109,442.51	219,801.45
Sub Totals For: Fund: 2021 I&S-Stein Falls				375.51	110,358.94	110,734.45	0.00	109,442.51	219,801.45
				1,291.94	110,358.94	110,734.45	0.00	109,442.51	219,801.45
Fund: 2024 Const-Stein Fal									
R033-500-004	USTR	03350R	08/27/2026	0.00	4,012,694.02	0.00	0.00	12,671.25	4,025,365.27
912797WG8	4,060,000.00	3.844	12/22/2026	0.00	4,012,051.40	0.00	0.00	0.00	4,012,051.40
R033-500-005	USTR	03350R	08/27/2026	0.00	4,036,754.88	0.00	0.00	12,733.92	4,049,488.80
912797VU8	4,100,000.00	3.839	01/28/2027	0.00	4,034,974.00	0.00	0.00	0.00	4,034,974.00
R033-500-006	USTR	03350R	08/27/2026	0.00	4,004,404.81	0.00	0.00	12,812.74	4,017,217.55
912797WC7	4,080,000.00	3.895	02/25/2027	0.00	4,002,561.60	0.00	0.00	0.00	4,002,561.60
R033-500-095	TXPOOL	03350R	09/01/2025	23,627.42	8,936,260.92	84,821.27	2,375,000.00	-2,351,372.58	6,584,888.34
0941100034	6,584,888.34	3.870	/ /	61,193.85	8,936,260.92	84,821.27	2,375,000.00	-2,351,372.58	6,584,888.34
Sub Totals For: Fund: 2024 Const-Stein Fal				23,627.42	20,990,114.63	84,821.27	2,375,000.00	-2,313,154.67	18,676,959.96
				61,193.85	20,985,847.92	84,821.27	2,375,000.00	-2,351,372.58	18,634,475.34
Fund: 2024-I&S-Stein Falls									
R033-600-095	TXPOOL	03360R	09/01/2025	600.21	176,315.91	176,916.12	0.00	174,994.21	351,310.12
0941100035	351,310.12	3.870	/ /	1,921.91	176,315.91	176,916.12	0.00	174,994.21	351,310.12
Sub Totals For: Fund: 2024-I&S-Stein Falls				600.21	176,315.91	176,916.12	0.00	174,994.21	351,310.12
				1,921.91	176,315.91	176,916.12	0.00	174,994.21	351,310.12
Fund: 2022 Const-Sunfield									
R037-100-095	TXPOOL	03710R	09/01/2025	10,380.07	3,363,501.03	20,852.76	7,000.00	3,380.07	3,366,881.10
0941100027	3,366,881.10	3.870	/ /	10,472.69	3,363,501.03	20,852.76	7,000.00	3,380.07	3,366,881.10
Sub Totals For: Fund: 2022 Const-Sunfield				10,380.07	3,363,501.03	20,852.76	7,000.00	3,380.07	3,366,881.10
				10,472.69	3,363,501.03	20,852.76	7,000.00	3,380.07	3,366,881.10
Fund: Opr-Sunfield WWTP									

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U037-100-007	USTR	03710U	02/25/2026	1,019.02	992,611.88	0.00	0.00	1,831.76	994,443.64
91282CDQ1	1,000,000.00	3.533	12/31/2026	0.00	991,210.00	0.00	0.00	0.00	991,210.00
U037-100-008	FHLB	03710U	07/29/2026	3,750.00	1,019,242.06	0.00	0.00	-17,457.52	1,001,784.54
3130AVBC5	1,000,000.00	4.085	03/12/2027	5,375.00	1,019,265.00	0.00	0.00	-17,125.00	1,002,140.00
U037-100-095	TXPOOL	03710U	09/01/2025	5,720.75	1,852,583.24	31,956.11	0.00	28,220.75	1,880,803.99
0941100002	1,880,803.99	3.870	/ /	3,735.36	1,852,583.24	31,956.11	0.00	28,220.75	1,880,803.99
Sub Totals For: Fund: Opr-Sunfield WWTP				10,489.77	3,864,437.18	31,956.11	0.00	12,594.99	3,877,032.17
				9,110.36	3,863,058.24	31,956.11	0.00	11,095.75	3,874,153.99
Fund: 2026 Const-Sunfield									
R037-110-001	USTR	03711R	08/27/2026	0.00	988,348.29	0.00	0.00	3,120.99	991,469.28
912797WG8	1,000,000.00	3.843	12/22/2026	0.00	988,190.00	0.00	0.00	0.00	988,190.00
R037-110-002	USTR	03711R	08/27/2026	0.00	984,574.36	0.00	0.00	3,105.83	987,680.19
912797VU8	1,000,000.00	3.839	01/28/2027	0.00	984,140.00	0.00	0.00	0.00	984,140.00
R037-110-095	TXPOOL	03711R	01/30/2026	3,698.61	1,356,120.03	12,868.73	293,000.00	-289,301.39	1,066,818.64
0941100043	1,066,818.64	3.870	/ /	9,170.12	1,356,120.03	12,868.73	293,000.00	-289,301.39	1,066,818.64
Sub Totals For: Fund: 2026 Const-Sunfield				3,698.61	3,329,042.68	12,868.73	293,000.00	-283,074.57	3,045,968.11
				9,170.12	3,328,450.03	12,868.73	293,000.00	-289,301.39	3,039,148.64
Fund: 2022 I&S-Sunfield									
R037-200-095	TXPOOL	03720R	09/01/2025	532.76	156,489.06	157,021.82	0.00	155,437.76	311,926.82
0941100028	311,926.82	3.870	/ /	1,584.06	156,489.06	157,021.82	0.00	155,437.76	311,926.82
Sub Totals For: Fund: 2022 I&S-Sunfield				532.76	156,489.06	157,021.82	0.00	155,437.76	311,926.82
				1,584.06	156,489.06	157,021.82	0.00	155,437.76	311,926.82
Fund: 2026 I&S-Sunfield									
R037-210-095	TXPOOL	03721R	02/19/2026	62.63	18,385.35	18,447.98	0.00	18,247.63	36,632.98
0941100044	36,632.98	3.870	/ /	200.35	18,385.35	18,447.98	0.00	18,247.63	36,632.98
Sub Totals For: Fund: 2026 I&S-Sunfield				62.63	18,385.35	18,447.98	0.00	18,247.63	36,632.98
				200.35	18,385.35	18,447.98	0.00	18,247.63	36,632.98

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Fund: 2021 Const-Dietz									
R038-100-001	USTR	03810R	07/29/2026	2,869.37	1,003,744.14	0.00	0.00	-10,886.74	992,857.40
91282CPB1	1,000,000.00	4.238	09/30/2027	6,024.59	1,003,735.41	0.00	0.00	-11,475.41	992,260.00
R038-100-095	TXPOOL	03810R	09/01/2025	721.50	232,917.50	18,946.73	0.00	18,221.50	251,139.00
0941100023	251,139.00	3.870	/ /	725.23	232,917.50	18,946.73	0.00	18,221.50	251,139.00
Sub Totals For: Fund: 2021 Const-Dietz				3,590.87	1,236,661.64	18,946.73	0.00	7,334.76	1,243,996.40
				6,749.82	1,236,652.91	18,946.73	0.00	6,746.09	1,243,399.00
Fund: Opr-Dietz									
U038-100-002	USTR	03810U	08/29/2025	879.76	500,148.89	0.00	500,000.00	-500,148.89	0.00
91282CHY0	0.00	0.000	09/15/2026	11,562.50	500,010.00	0.00	500,000.00	-500,010.00	0.00
U038-100-003	USTR	03810U	02/25/2026	509.51	496,305.94	0.00	0.00	915.88	497,221.82
91282CDQ1	500,000.00	3.533	12/31/2026	0.00	495,605.00	0.00	0.00	0.00	495,605.00
U038-100-095	TXPOOL	03810U	09/01/2025	1,021.90	53,361.18	512,729.77	0.00	512,584.40	565,945.58
0941100002	565,945.58	3.870	/ /	145.37	53,361.18	512,729.77	0.00	512,584.40	565,945.58
Sub Totals For: Fund: Opr-Dietz				2,411.17	1,049,816.01	512,729.77	500,000.00	13,351.39	1,063,167.40
				11,707.87	1,048,976.18	512,729.77	500,000.00	12,574.40	1,061,550.58
Fund: 2021 I&S-Dietz									
R038-400-095	TXPOOL	03840R	09/01/2025	114.71	33,661.67	33,776.38	0.00	33,381.71	67,043.38
0941100024	67,043.38	3.870	/ /	394.67	33,661.67	33,776.38	0.00	33,381.71	67,043.38
Sub Totals For: Fund: 2021 I&S-Dietz				114.71	33,661.67	33,776.38	0.00	33,381.71	67,043.38
				394.67	33,661.67	33,776.38	0.00	33,381.71	67,043.38
Fund: Opr-Water Supply									
U041-100-014	FFCB	04110U	03/26/2024	7,500.00	2,000,690.93	0.00	0.00	-101.12	2,000,589.81
3133EP6K6	2,000,000.00	4.434	03/26/2027	45,000.00	2,006,700.00	0.00	0.00	0.00	2,006,700.00
U041-100-021	USTR	04110U	08/22/2025	3,362.77	1,001,237.14	0.00	0.00	-222.24	1,001,014.90
91282CKA8	1,000,000.00	3.843	02/15/2027	0.00	1,000,660.00	0.00	0.00	0.00	1,000,660.00

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U041-100-022	FHLB	04110U	08/22/2025	6,875.00	2,005,026.48	0.00	0.00	-538.55	2,004,487.93
3130AWBZ2	2,000,000.00	3.785	06/11/2027	0.00	1,997,660.00	0.00	0.00	0.00	1,997,660.00
U041-100-023	USTR	04110U	08/29/2025	3,519.02	2,000,595.55	0.00	2,000,000.00	-2,000,595.55	0.00
91282CHY0	0.00	0.000	09/15/2026	46,250.00	2,000,040.00	0.00	2,000,000.00	-2,000,040.00	0.00
U041-100-024	USTR	04110U	08/29/2025	6,929.35	2,002,963.88	0.00	0.00	-734.85	2,002,229.03
91282CME8	2,000,000.00	3.783	12/31/2026	0.00	2,002,220.00	0.00	0.00	0.00	2,002,220.00
U041-100-025	USTR	04110U	02/25/2026	8,327.04	2,996,866.73	0.00	0.00	248.02	2,997,114.75
91282CLL3	3,000,000.00	3.478	09/15/2027	50,625.00	2,975,190.00	0.00	0.00	0.00	2,975,190.00
U041-100-026	USTR	04110U	02/25/2026	8,254.08	2,996,619.99	0.00	0.00	208.65	2,996,828.64
91282CPS4	3,000,000.00	3.461	12/31/2027	0.00	2,964,480.00	0.00	0.00	0.00	2,964,480.00
U041-100-028	USTR	04110U	07/29/2026	6,353.62	2,013,236.54	0.00	0.00	-24,776.92	1,988,459.62
91282CQH7	2,000,000.00	4.275	03/31/2028	13,340.16	2,012,009.84	0.00	0.00	-25,409.84	1,986,600.00
U041-100-029	FHLB	04110U	07/29/2026	7,291.66	2,014,510.52	0.00	0.00	-110.86	2,014,399.66
3130AWMN7	2,000,000.00	4.302	06/09/2028	0.00	2,011,732.78	0.00	0.00	0.00	2,011,732.78
U041-100-030	FFCB	04110U	07/29/2026	7,500.00	2,007,103.16	0.00	0.00	-297.20	2,006,805.96
3133EPUN3	2,000,000.00	4.310	08/28/2028	0.00	2,007,600.00	0.00	0.00	0.00	2,007,600.00
U041-100-094	TXFIT	04110U	09/01/2025	9,064.93	2,998,889.58	18,100.55	0.00	9,064.93	3,007,954.51
1379800040	3,007,954.51	3.680	/ /	9,035.62	2,998,889.58	18,100.55	0.00	9,064.93	3,007,954.51
U041-100-095	TXPOOL	04110U	09/01/2025	4,066.88	1,299,559.53	59,412.45	0.00	54,691.88	1,354,251.41
0941100002	1,354,251.41	3.870	/ /	4,720.57	1,299,559.53	59,412.45	0.00	54,691.88	1,354,251.41
U041-100-096	SEGST	04110U	09/01/2025	16,921.31	4,631,793.87	2,157,715.78	0.00	2,146,921.31	6,778,715.18
CMM-716278	6,778,715.18	3.760	/ /	10,794.47	4,631,793.87	2,157,715.78	0.00	2,146,921.31	6,778,715.18
	Sub Totals For: Fund: Opr-Water Supply			95,965.66	29,969,093.90	2,235,228.78	2,000,000.00	183,757.50	30,152,851.40
				179,765.82	29,908,535.60	2,235,228.78	2,000,000.00	185,228.28	30,093,763.88
Fund: Grant-Reg 11-Cycle 2									
U041-110-095	TXPOOL	04111U	09/01/2025	1,398.98	456,589.84	2,642.89	0.00	1,398.98	457,988.82
0941100002	457,988.82	3.870	/ /	1,243.91	456,589.84	2,642.89	0.00	1,398.98	457,988.82

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Sub Totals For: Fund: Grant-Reg 11-Cycle 2				1,398.98	456,589.84	2,642.89	0.00	1,398.98	457,988.82
				1,243.91	456,589.84	2,642.89	0.00	1,398.98	457,988.82
Fund: 2007B/2017 I&S-RRWDS									
R041-120-095	TXPOOL	04112R	09/01/2025	1,034.36	326,447.20	82,946.47	0.00	82,018.36	408,465.56
0941100013	408,465.56	3.870	/ /	928.11	326,447.20	82,946.47	0.00	82,018.36	408,465.56
Sub Totals For: Fund: 2007B/2017 I&S-RRWDS				1,034.36	326,447.20	82,946.47	0.00	82,018.36	408,465.56
				928.11	326,447.20	82,946.47	0.00	82,018.36	408,465.56
Fund: 2007 Rate Stab-RRWDS									
R041-150-004	FFCB	04115R	03/26/2024	4,008.75	1,069,369.30	0.00	0.00	-54.04	1,069,315.26
3133EP6K6	1,069,000.00	4.434	03/26/2027	24,052.50	1,072,581.15	0.00	0.00	0.00	1,072,581.15
R041-150-005	FHLB	04115R	08/29/2025	2,482.50	796,092.04	0.00	0.00	-79.56	796,012.48
3130AVVX7	794,400.00	3.621	06/09/2028	0.00	786,019.08	0.00	0.00	0.00	786,019.08
R041-150-096	SEGST	04115R	09/01/2025	247.54	79,658.83	24,500.07	0.00	24,300.04	103,958.87
CMM-716278	103,958.87	3.760	/ /	200.03	0.00	24,500.07	0.00	0.00	0.00
Sub Totals For: Fund: 2007 Rate Stab-RRWDS				6,738.79	1,945,120.17	24,500.07	0.00	24,166.44	1,969,286.61
				24,252.53	1,858,600.23	24,500.07	0.00	0.00	1,858,600.23
Fund: 2015 I&S-IWPP									
R041-160-096	SEGST	04116R	09/01/2025	0.00	0.00	0.00	0.00	0.00	0.00
CMM-716278	0.00	4.300	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: 2015 I&S-IWPP				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: 2015 Reserve-IWPP									
R041-170-096	SEGST	04117R	09/01/2025	0.00	0.00	0.00	0.00	0.00	0.00
CMM-716278	0.00	4.300	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: 2015 Reserve-IWPP				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: 2016 I&S-SM WTP									

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R041-180-096	SEGST	04118R	09/01/2025	95.47	22,474.68	22,570.15	0.00	22,336.47	44,811.15
CMM-716278	44,811.15	3.760	/ /	233.68	22,474.68	22,570.15	0.00	22,336.47	44,811.15
Sub Totals For: Fund: 2016 I&S-SM WTP				95.47	22,474.68	22,570.15	0.00	22,336.47	44,811.15
				233.68	22,474.68	22,570.15	0.00	22,336.47	44,811.15
Fund: 2020 I&S-Gen Imp/Ref									
R041-200-096	SEGST	04120R	09/01/2025	299.78	70,636.39	70,936.17	0.00	69,987.78	140,624.17
CMM-716278	140,624.17	3.760	/ /	948.39	70,636.39	70,936.17	0.00	69,987.78	140,624.17
Sub Totals For: Fund: 2020 I&S-Gen Imp/Ref				299.78	70,636.39	70,936.17	0.00	69,987.78	140,624.17
				948.39	70,636.39	70,936.17	0.00	69,987.78	140,624.17
Fund: 2012 Reserve-MidBasi									
R041-250-008	FFCB	04125R	03/26/2024	712.50	190,065.64	0.00	0.00	-9.61	190,056.03
3133EP6K6	190,000.00	4.434	03/26/2027	4,275.00	190,636.50	0.00	0.00	0.00	190,636.50
R041-250-009	FHLB	04125R	08/29/2025	285.62	91,594.68	0.00	0.00	-9.15	91,585.53
3130AVVX7	91,400.00	3.621	06/09/2028	0.00	90,435.73	0.00	0.00	0.00	90,435.73
R041-250-095	TXPOOL	04125R	09/01/2025	56.91	17,745.53	4,380.26	0.00	4,331.91	22,077.44
0941100002	22,077.44	3.870	/ /	48.35	17,745.53	4,380.26	0.00	4,331.91	22,077.44
Sub Totals For: Fund: 2012 Reserve-MidBasi				1,055.03	299,405.85	4,380.26	0.00	4,313.15	303,719.00
				4,323.35	298,817.76	4,380.26	0.00	4,331.91	303,149.67
Fund: 2012 I&S-Mid-Basin									
R041-260-096	SEGST	04126R	09/01/2025	93.57	22,048.21	22,141.78	0.00	21,843.57	43,891.78
CMM-716278	43,891.78	3.760	/ /	298.21	22,048.21	22,141.78	0.00	21,843.57	43,891.78
Sub Totals For: Fund: 2012 I&S-Mid-Basin				93.57	22,048.21	22,141.78	0.00	21,843.57	43,891.78
				298.21	22,048.21	22,141.78	0.00	21,843.57	43,891.78
Fund: 2013 RateStab-WCanyo									
R041-310-005	FFCB	04131R	03/26/2024	2,625.00	700,241.82	0.00	0.00	-35.38	700,206.44
3133EP6K6	700,000.00	4.434	03/26/2027	15,750.00	702,345.00	0.00	0.00	0.00	702,345.00

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R041-310-006	FFCB	04131R	08/16/2024	1,653.12	528,011.91	0.00	0.00	27.86	528,039.77
3133ERPS4	529,000.00	3.820	08/15/2029	0.00	518,457.03	0.00	0.00	0.00	518,457.03
R041-310-007	FHLB	04131R	08/29/2025	2,166.88	694,876.92	0.00	0.00	-69.45	694,807.47
3130AVVX7	693,400.00	3.621	06/09/2028	0.00	686,084.63	0.00	0.00	0.00	686,084.63
R041-310-095	TXPOOL	04131R	09/01/2025	2,018.59	655,764.65	18,414.24	0.00	17,768.59	673,533.24
0941100002	673,533.24	3.870	/ /	645.65	0.00	18,414.24	0.00	0.00	0.00
Sub Totals For: Fund: 2013 RateStab-WCanyo				8,463.59	2,578,895.30	18,414.24	0.00	17,691.62	2,596,586.92
				16,395.65	1,906,886.66	18,414.24	0.00	0.00	1,906,886.66
Fund: 2013 Rate Stab-IH35									
R041-320-003	FFCB	04132R	08/16/2024	84.38	26,949.57	0.00	0.00	1.42	26,950.99
3133ERPS4	27,000.00	3.820	08/15/2029	0.00	26,461.89	0.00	0.00	0.00	26,461.89
R041-320-004	FHLB	04132R	08/29/2025	1,198.12	384,216.63	0.00	0.00	-38.40	384,178.23
3130AVVX7	383,400.00	3.621	06/09/2028	0.00	379,355.13	0.00	0.00	0.00	379,355.13
R041-320-095	TXPOOL	04132R	09/01/2025	316.74	102,508.28	414.27	0.00	316.74	102,825.02
0941100011	102,825.02	3.870	/ /	97.53	102,508.28	414.27	0.00	316.74	102,825.02
Sub Totals For: Fund: 2013 Rate Stab-IH35				1,599.24	513,674.48	414.27	0.00	279.76	513,954.24
				97.53	508,325.30	414.27	0.00	316.74	508,642.04
Fund: 2013 I&S-IH35									
R041-350-095	TXPOOL	04135R	09/01/2025	344.30	101,174.01	101,518.31	0.00	100,118.30	201,292.31
0941100008	201,292.31	3.870	/ /	1,400.01	101,174.01	101,518.31	0.00	100,118.30	201,292.31
Sub Totals For: Fund: 2013 I&S-IH35				344.30	101,174.01	101,518.31	0.00	100,118.30	201,292.31
				1,400.01	101,174.01	101,518.31	0.00	100,118.30	201,292.31
Fund: 2013 Reserve-IH35									
R041-370-004	FFCB	04137R	03/26/2024	3,000.00	800,276.37	0.00	0.00	-40.44	800,235.93
3133EP6K6	800,000.00	4.434	03/26/2027	18,000.00	802,680.00	0.00	0.00	0.00	802,680.00
R041-370-005	FFCB	04137R	08/16/2024	125.00	39,925.28	0.00	0.00	2.11	39,927.39
3133ERPS4	40,000.00	3.820	08/15/2029	0.00	39,202.80	0.00	0.00	0.00	39,202.80

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
R041-370-006	FHLB	04137R	08/29/2025	1,476.25	473,406.20	0.00	0.00	-47.32	473,358.88
3130AVVX7	472,400.00	3.621	06/09/2028	0.00	467,416.18	0.00	0.00	0.00	467,416.18
R041-370-095	TXPOOL	04137R	09/01/2025	180.85	57,916.37	18,359.12	0.00	18,180.85	76,097.22
0941100009	76,097.22	3.870	/ /	178.27	57,916.37	18,359.12	0.00	18,180.85	76,097.22
Sub Totals For: Fund: 2013 Reserve-IH35				4,782.10	1,371,524.22	18,359.12	0.00	18,095.20	1,389,619.42
				18,178.27	1,367,215.35	18,359.12	0.00	18,180.85	1,385,396.20
Fund: 2022 I&S-NB Office									
R041-420-095	TXPOOL	04142R	09/01/2025	174.60	51,300.03	51,474.63	0.00	50,907.60	102,207.63
0941100026	102,207.63	3.870	/ /	567.03	51,300.03	51,474.63	0.00	50,907.60	102,207.63
Sub Totals For: Fund: 2022 I&S-NB Office				174.60	51,300.03	51,474.63	0.00	50,907.60	102,207.63
				567.03	51,300.03	51,474.63	0.00	50,907.60	102,207.63
Fund: 2022 Const-Saltwater									
R041-430-001	USTR	04143R	07/29/2026	2,869.37	1,003,744.15	0.00	0.00	-10,886.74	992,857.41
91282CPB1	1,000,000.00	4.238	09/30/2027	6,024.59	1,003,735.41	0.00	0.00	-11,475.41	992,260.00
R041-430-095	TXPOOL	04143R	09/01/2025	22.42	6,669.20	17,543.19	0.00	17,522.42	24,191.62
0941100029	24,191.62	3.870	/ /	20.77	6,669.20	17,543.19	0.00	17,522.42	24,191.62
Sub Totals For: Fund: 2022 Const-Saltwater				2,891.79	1,010,413.35	17,543.19	0.00	6,635.68	1,017,049.03
				6,045.36	1,010,404.61	17,543.19	0.00	6,047.01	1,016,451.62
Fund: 2022 I&S-Saltwater B									
R041-440-095	TXPOOL	04144R	09/01/2025	96.56	28,363.00	28,459.56	0.00	28,151.56	56,514.56
0941100030	56,514.56	3.870	/ /	308.00	28,363.00	28,459.56	0.00	28,151.56	56,514.56
Sub Totals For: Fund: 2022 I&S-Saltwater B				96.56	28,363.00	28,459.56	0.00	28,151.56	56,514.56
				308.00	28,363.00	28,459.56	0.00	28,151.56	56,514.56
Fund: 2025 RRWDS VFD-Cash									
R041-450-095	TXPOOL	04145R	09/01/2025	2,224.63	802,355.86	955,059.98	259,000.00	693,561.70	1,495,917.56
0941100036	1,495,917.56	3.870	/ /	2,498.28	802,355.86	955,059.98	259,000.00	693,561.70	1,495,917.56

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Sub Totals For: Fund: 2025 RRWDS VFD-Cash				2,224.63	802,355.86	955,059.98	259,000.00	693,561.70	1,495,917.56
				2,498.28	802,355.86	955,059.98	259,000.00	693,561.70	1,495,917.56
Fund: Opr-Canal									
U043-100-096	SEGST	04310U	09/01/2025	1,526.18	519,840.36	2,831.52	0.00	1,526.18	521,366.54
CMM-716278	521,366.54	3.760	/ /	1,305.34	0.00	2,831.52	0.00	0.00	0.00
Sub Totals For: Fund: Opr-Canal				1,526.18	519,840.36	2,831.52	0.00	1,526.18	521,366.54
				1,305.34	0.00	2,831.52	0.00	0.00	0.00
Fund: Opr-Buda WWTP									
U045-100-095	TXPOOL	04510U	09/01/2025	133.05	43,424.79	251.35	0.00	133.05	43,557.84
0941100002	43,557.84	3.870	/ /	118.30	43,424.79	251.35	0.00	133.05	43,557.84
Sub Totals For: Fund: Opr-Buda WWTP				133.05	43,424.79	251.35	0.00	133.05	43,557.84
				118.30	43,424.79	251.35	0.00	133.05	43,557.84
Fund: Opr-Carrizo Grndwtr									
U047-100-096	SEGST	04710U	09/01/2025	19.80	6,743.19	6,762.99	0.00	19.80	6,762.99
CMM-716278	6,762.99	3.760	/ /	6,743.19	6,743.19	6,762.99	0.00	19.80	6,762.99
Sub Totals For: Fund: Opr-Carrizo Grndwtr				19.80	6,743.19	6,762.99	0.00	19.80	6,762.99
				6,743.19	6,743.19	6,762.99	0.00	19.80	6,762.99
Fund: Const-Carrizo Grndwt									
R047-470-095	TXPOOL	04747R	09/01/2025	73,873.37	27,926,780.07	164,102.41	6,436,000.00	-6,362,126.63	21,564,653.44
0941100014	21,564,653.44	3.870	/ /	90,229.04	27,926,780.07	164,102.41	6,436,000.00	-6,362,126.63	21,564,653.44
Sub Totals For: Fund: Const-Carrizo Grndwt				73,873.37	27,926,780.07	164,102.41	6,436,000.00	-6,362,126.63	21,564,653.44
				90,229.04	27,926,780.07	164,102.41	6,436,000.00	-6,362,126.63	21,564,653.44
Fund: I&S-Carrizo Grndwtr									
R047-480-003	USTR	04748R	08/27/2026	0.00	1,407,941.34	0.00	0.00	4,441.34	1,412,382.68
912797VU8	1,430,000.00	3.839	01/28/2027	0.00	1,407,320.20	0.00	0.00	0.00	1,407,320.20
R047-480-004	USTR	04748R	08/27/2026	4,514.16	1,430,480.49	0.00	0.00	232.64	1,430,713.13
91282CNP2	1,429,000.00	4.076	07/31/2027	0.00	1,428,675.72	0.00	0.00	0.00	1,428,675.72

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
R047-480-095	TXPOOL	04748R	09/01/2025	4,605.22	1,355,734.84	1,335,268.30	0.00	1,313,467.66	2,669,202.50
0941100015	2,669,202.50	3.870	/ /	21,800.64	1,355,734.84	1,335,268.30	0.00	1,313,467.66	2,669,202.50
Sub Totals For: Fund: I&S-Carrizo Grndwtr				9,119.38	4,194,156.67	1,335,268.30	0.00	1,318,141.64	5,512,298.31
				21,800.64	4,191,730.76	1,335,268.30	0.00	1,313,467.66	5,505,198.42
Fund: Opr-Western Canyon									
U050-100-096	SEGST	05010U	09/01/2025	676.83	230,537.17	1,028.21	0.00	676.83	231,214.00
CMM-716278	231,214.00	3.760	/ /	351.38	230,537.17	1,028.21	0.00	676.83	231,214.00
Sub Totals For: Fund: Opr-Western Canyon				676.83	230,537.17	1,028.21	0.00	676.83	231,214.00
				351.38	230,537.17	1,028.21	0.00	676.83	231,214.00
Fund: Const-TxDot Hwy46 Lo									
R050-400-095	TXPOOL	05040R	02/10/2026	26,384.74	11,279,447.80	61,504.71	4,070,000.00	-4,043,615.26	7,235,832.54
0941100041	7,235,832.54	3.870	/ /	35,119.97	11,279,447.80	61,504.71	4,070,000.00	-4,043,615.26	7,235,832.54
Sub Totals For: Fund: Const-TxDot Hwy46 Lo				26,384.74	11,279,447.80	61,504.71	4,070,000.00	-4,043,615.26	7,235,832.54
				35,119.97	11,279,447.80	61,504.71	4,070,000.00	-4,043,615.26	7,235,832.54
Fund: I&S-TxDot Hwy46 Loan									
R050-500-095	TXPOOL	05050R	03/20/2026	123.95	36,402.36	36,526.31	0.00	36,243.95	72,646.31
0941100042	72,646.31	3.870	/ /	282.36	36,402.36	36,526.31	0.00	36,243.95	72,646.31
Sub Totals For: Fund: I&S-TxDot Hwy46 Loan				123.95	36,402.36	36,526.31	0.00	36,243.95	72,646.31
				282.36	36,402.36	36,526.31	0.00	36,243.95	72,646.31
Fund: 2020 I&S-WCanyon, re									
R050-520-095	TXPOOL	05052R	09/01/2025	2,700.94	405,003.91	407,704.85	0.00	400,714.94	805,718.85
0941100005	805,718.85	3.870	/ /	6,989.91	405,003.91	407,704.85	0.00	400,714.94	805,718.85
Sub Totals For: Fund: 2020 I&S-WCanyon, re				2,700.94	405,003.91	407,704.85	0.00	400,714.94	805,718.85
				6,989.91	405,003.91	407,704.85	0.00	400,714.94	805,718.85
Fund: Opr-Cordillera WDS									
U052-100-096	SEGST	05210U	09/01/2025	7,398.69	2,520,103.78	11,057.40	0.00	7,398.69	2,527,502.47
CMM-716278	2,527,502.47	3.760	/ /	3,658.71	2,520,103.78	11,057.40	0.00	7,398.69	2,527,502.47

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Sub Totals For: Fund: Opr-Cordillera WDS				7,398.69	2,520,103.78	11,057.40	0.00	7,398.69	2,527,502.47
				3,658.71	2,520,103.78	11,057.40	0.00	7,398.69	2,527,502.47
Fund: Opr-Comal Trace									
U054-100-095	TXPOOL	05410U	09/01/2025	4,084.91	1,333,207.20	6,457.84	0.00	4,084.91	1,337,292.11
0941100002	1,337,292.11	3.870	/ /	2,372.93	1,333,207.20	6,457.84	0.00	4,084.91	1,337,292.11
Sub Totals For: Fund: Opr-Comal Trace				4,084.91	1,333,207.20	6,457.84	0.00	4,084.91	1,337,292.11
				2,372.93	1,333,207.20	6,457.84	0.00	4,084.91	1,337,292.11
Fund: Opr-Johnson Ranch WD									
U055-100-096	SEGST	05510U	09/01/2025	3,486.40	1,187,520.80	5,191.66	0.00	3,486.40	1,191,007.20
CMM-716278	1,191,007.20	3.760	/ /	1,705.26	1,187,520.80	5,191.66	0.00	3,486.40	1,191,007.20
Sub Totals For: Fund: Opr-Johnson Ranch WD				3,486.40	1,187,520.80	5,191.66	0.00	3,486.40	1,191,007.20
				1,705.26	1,187,520.80	5,191.66	0.00	3,486.40	1,191,007.20
Fund: Opr-Luling WTP									
U100-100-095	TXPOOL	10010U	09/01/2025	633.05	206,609.69	1,195.93	0.00	633.05	207,242.74
0941100002	207,242.74	3.870	/ /	562.88	206,609.69	1,195.93	0.00	633.05	207,242.74
Sub Totals For: Fund: Opr-Luling WTP				633.05	206,609.69	1,195.93	0.00	633.05	207,242.74
				562.88	206,609.69	1,195.93	0.00	633.05	207,242.74
Fund: Opr-Lu-Lo									
U100-200-096	SEGST	10020U	09/01/2025	1,750.55	596,262.10	3,247.79	0.00	1,750.55	598,012.65
CMM-716278	598,012.65	3.760	/ /	1,497.24	596,262.10	3,247.79	0.00	1,750.55	598,012.65
Sub Totals For: Fund: Opr-Lu-Lo				1,750.55	596,262.10	3,247.79	0.00	1,750.55	598,012.65
				1,497.24	596,262.10	3,247.79	0.00	1,750.55	598,012.65
Fund: 2014 I&S-Lu-Lo									
R100-400-096	SEGST	10040R	09/01/2025	678.83	215,911.19	35,222.02	0.00	34,574.83	250,486.02
CMM-716278	250,486.02	3.760	/ /	647.19	215,911.19	35,222.02	0.00	34,574.83	250,486.02
Sub Totals For: Fund: 2014 I&S-Lu-Lo				678.83	215,911.19	35,222.02	0.00	34,574.83	250,486.02
				647.19	215,911.19	35,222.02	0.00	34,574.83	250,486.02

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
		Report Grand Totals:		385,279.65	149,038,426.17	8,104,071.67	16,940,000.00	-9,186,485.42	139,851,940.75
				676,386.05	147,650,161.27	8,104,071.67	16,940,000.00	-9,288,160.17	138,362,001.10

GBRA
Guadalupe-Blanco River Authority

Your Trusted Water Resource

Investment Report as of September 30, 2026

The preceding report has been prepared and is being distributed to you in accordance with Section 2256.023 of the Texas Public Funds Investment Act. We believe the investment portfolio that is described in this report complies with the Texas Public Funds Investment Act.

The inclusion of the names of GBRA Investment Officers presented below signifies their approval of this report. Actual signatures are not affixed in order to ensure protection of GBRA's financial assets.

GBRA Investment Officers:

Randy Staats
Executive Manager of Finance/CFO

Sandra Terry
Deputy CFO

Denise Lyssy
Revenue & Budget Supervisor

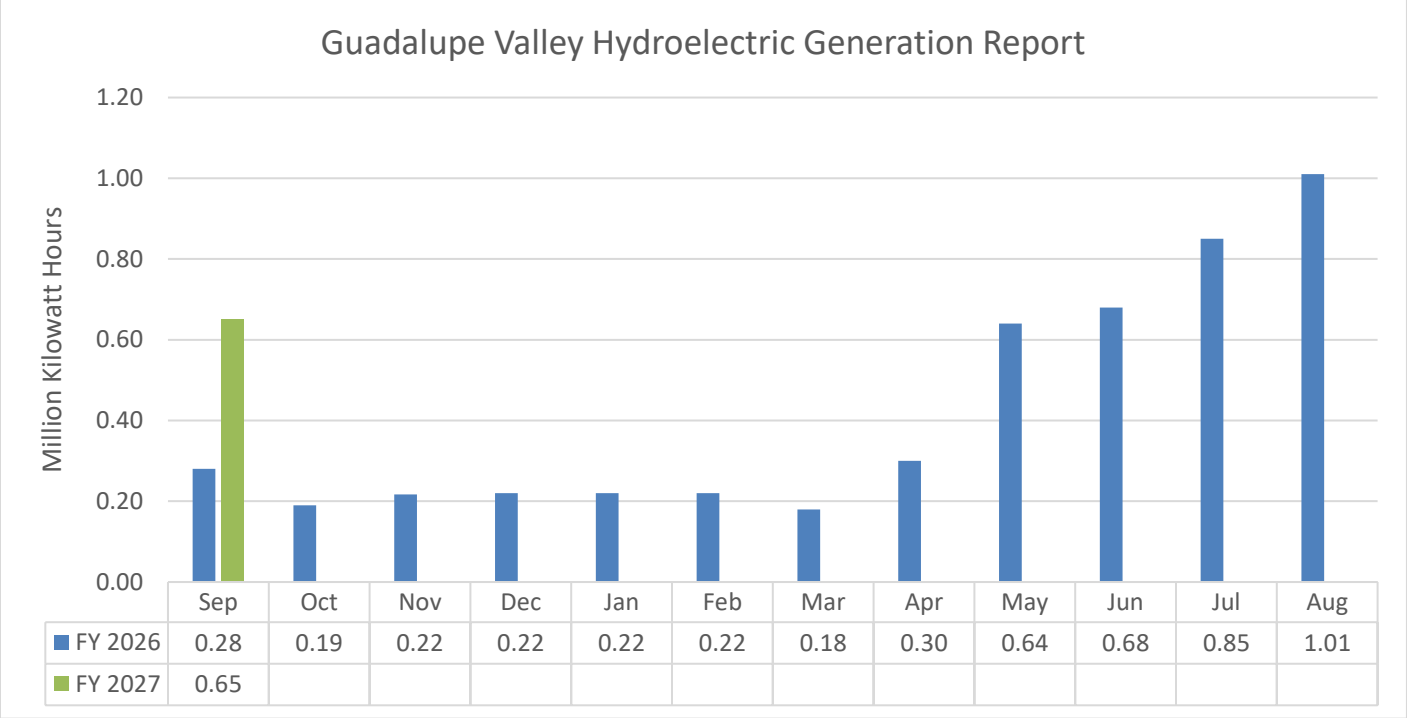
Bailey Dzuik
Treasury Analyst

CONSENT ITEM

4. Consideration of and possible action approving the monthly operations report for September 2026.

Attachment

Report of Operations
Month of September
Fiscal Year 2027



	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
FY 2026	0.28	0.19	0.22	0.22	0.22	0.22	0.18	0.30	0.64	0.68	0.85	1.01
FY 2027	0.65											

System Statistics:
During the month, the Guadalupe Valley Hydroelectric System (GVHS) generated .65 million kilowatt hours of electrical power for the Guadalupe Valley Electric Cooperative (GVEC) for a total of .65 million kilowatt hours for the fiscal year and delivered 149.9 million gallons of water to the Calpine Guadalupe Energy Center (CGEC) for a total 149.9 million gallons for the fiscal year.

Canyon Hydroelectric Generation Report
Canyon Hydro produced .61 million kilowatt hours of electrical power.

SHADOW CREEK WASTEWATER TREATMENT PLANT

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.61	0.367											
CBOD (mg/L)	5	2											
TSS (mg/L)	5	1.3											
Ammonia (mg/L)	2	0.4											
Phosphorous (mg/L)	1	0.4											
E.coli (CFU/ 100 mL)	126	1											
Year to Date Flows (MG)		11.01											

Biosolids Processing												
FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Biosolids Processed (metric tons)	*											
Year to Date Biosolids Processed (metric tons)	*											

(* data not available at printing. Report will be revised when this information is received.)

System Statistics:

There are an estimated 2,878 living unit equivalents. The system received 0.0 inches of rain during the month.

SUNFIELD WASTEWATER TREATMENT PLANT

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Avg. MGD	0.99	0.79											
CBOD (mg/L)	5	1.2											
TSS (mg/L)	5	0.8											
Ammonia (mg/L)	2	0.2											
Phosphorus (mg/L)	1	0.2											
E.coli (CFU/100 /mL)	126	1											
Year to Date Flows (MG)		23.7											
FY 2027		**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**Jul**	**Aug**
Type I Reuse Avg MGD		0.307											
Year to Date Reuse (MG)		9.203											

Biosolids Processing												
FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Biosolids Processed (metric tons)	*											
Year to Date Biosolids Processed (metric tons)	*											

(* data not available at printing. Report will be revised when this information is received.)

System Statistics:

There are an estimated 5,607 living unit equivalents. Operators completed 7 final tap inspections. The system received 0.0 inches of rain during the month.

STEIN FALLS WASTEWATER TREATMENT PLANT

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Avg. MGD	0.95	0.703											
CBOD (mg/L)	10	1.5											
TSS (mg/L)	15	1.7											
E.coli (org/100 mL)	126	2											
Ammonia Nitrogen (mg/L)	2	0.17											
Phosphorus (mg/L)	1	0.186											
Year to Date Flows (MG)		21.09											

System Statistics:

There are an estimated 4,866 living unit equivalents in this division. The system received 1.65 inches of rain during the month. The team conducted 30 final tap inspections.

Dietz:

Total flow for the month was 1.043 million gallons with 382 sewer connections. The team conducted 1 final tap inspection.

WATER RESOURCES DIVISION

Canyon Reservoir: (cubic feet/second)												
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
FY 27 Avg Inflow	90											
FY 27 Avg release	152											
FY 26 Avg Inflow	107	51	61	46	53	45	36	79	105.70	244.7	2495.7	233
FY 26 Avg release	91	80	67	64	65	63	63	78	80.3	88.9	108.5	221

September 2026

Elevation beginning of month	909.24'msl
Elevation end of the month	907.91'msl
Current Elevation (October 4, 2026)	908.01' msl

CALHOUN CANAL DIVISION

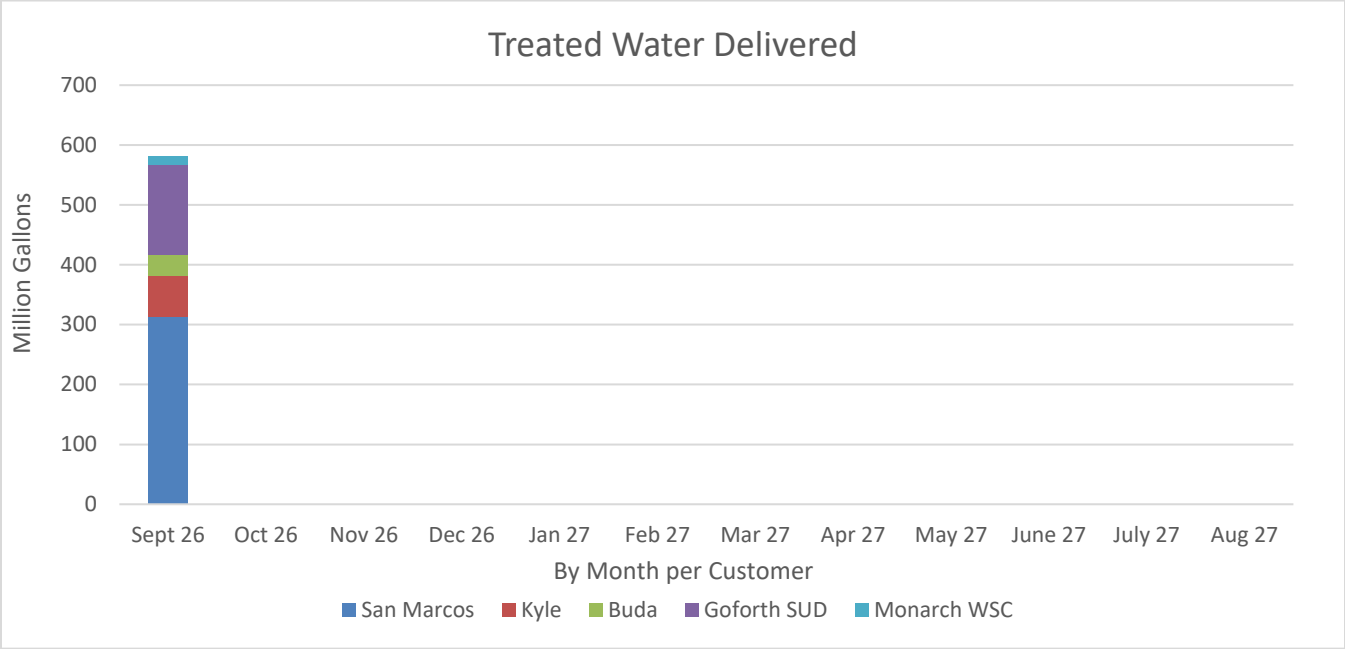
The highest and lowest elevation (msl) of the Guadalupe River recorded during the current year on the upstream gauge at the saltwater barrier:

FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Highest Elevation	11.66											
Lowest Elevation	3.85											

The highest and lowest recording (msl) on this gauge during the previous year:

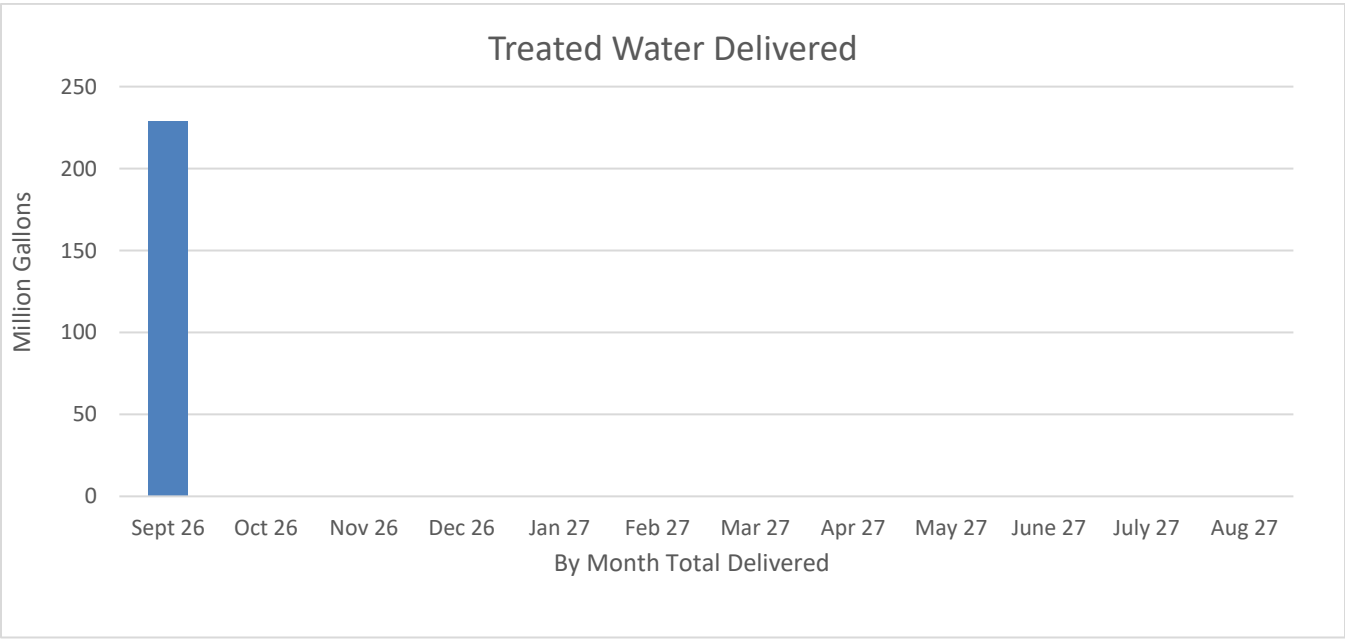
FY 2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Highest Elevation	4.27	4.17	4.12	4.13	4.13	4.23	4.22	6.91	7.75	7.6	7.77	10.19
Lowest Elevation	3.96	3.98	3.26	3.82	3.98	3.96	3.91	3.86	3.86	3.8	3.88	2.92

SAN MARCOS WATER TREATMENT PLANT



System Statistics:
The San Marcos Water Treatment Plant produced an average of 19.304 MGD for the month as metered. Total gallons treated during the month were 579.132 MG. The total number of gallons produced during FY2027 is 579.132 MG.

CARRIZO WATER TREATMENT PLANT



System Statistics:
The Carrizo Water Treatment Plant produced an average of 8.352 MGD for the month. Total gallons treated during the month were 250.566 MG. The total number of gallons produced during FY 2027 is 250.566 MG.

BUDA WASTEWATER TREATMENT PLANT

Effluent Monitoring

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	1.75	1.288											
CBOD (mg/L)	5	1.2											
TSS (mg/L)	5	1.2											
Ammonia (mg/L)	1.2	0.1											
Phosphorus (mg/L)	0.8	0.5											
E.coli (CFU/100 ml)	126	1											
Year to Date Flows (MG)		38.64											

Additional Monitoring (at the Outfall)

FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
E.coli (SU)	3											
pH (SU)	7.5											
DO (mg/L)	8.3											
Rainfall (inches)	0											

Effluent Reuse

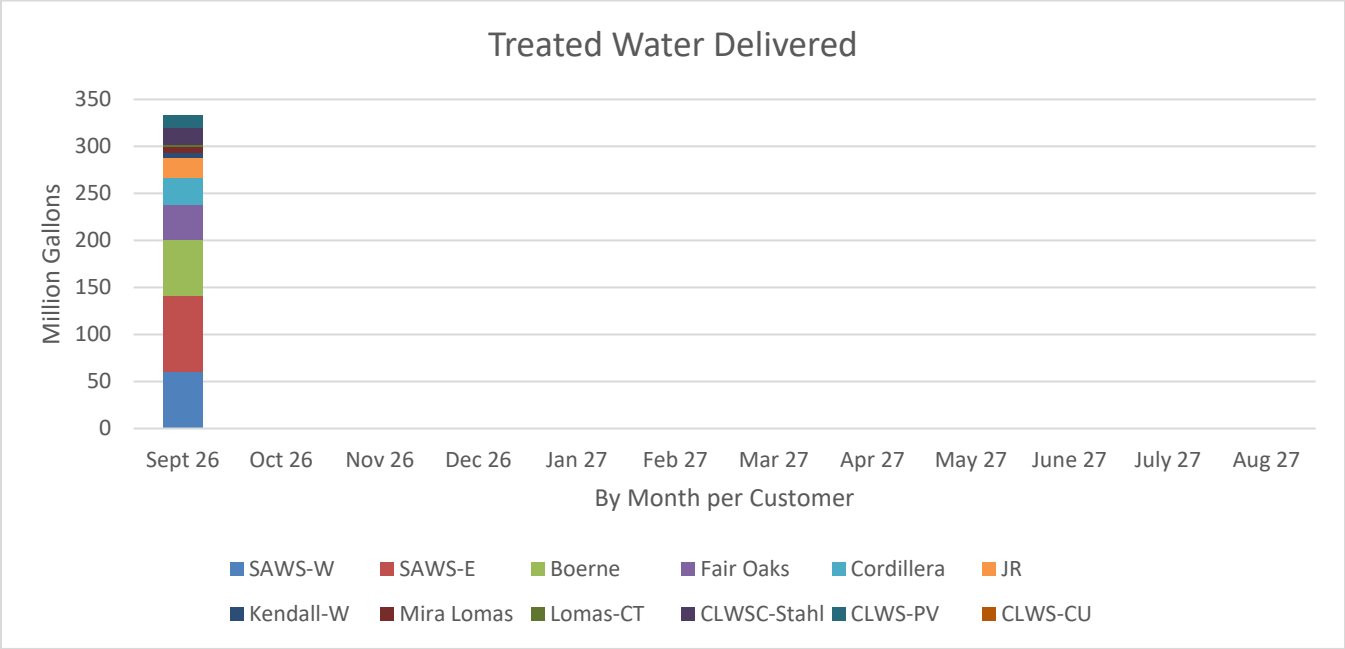
FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Type I Reuse Avg. MGD	0.015											
Year to Date Reuse (MG)	0.45											

Biosolids Processing

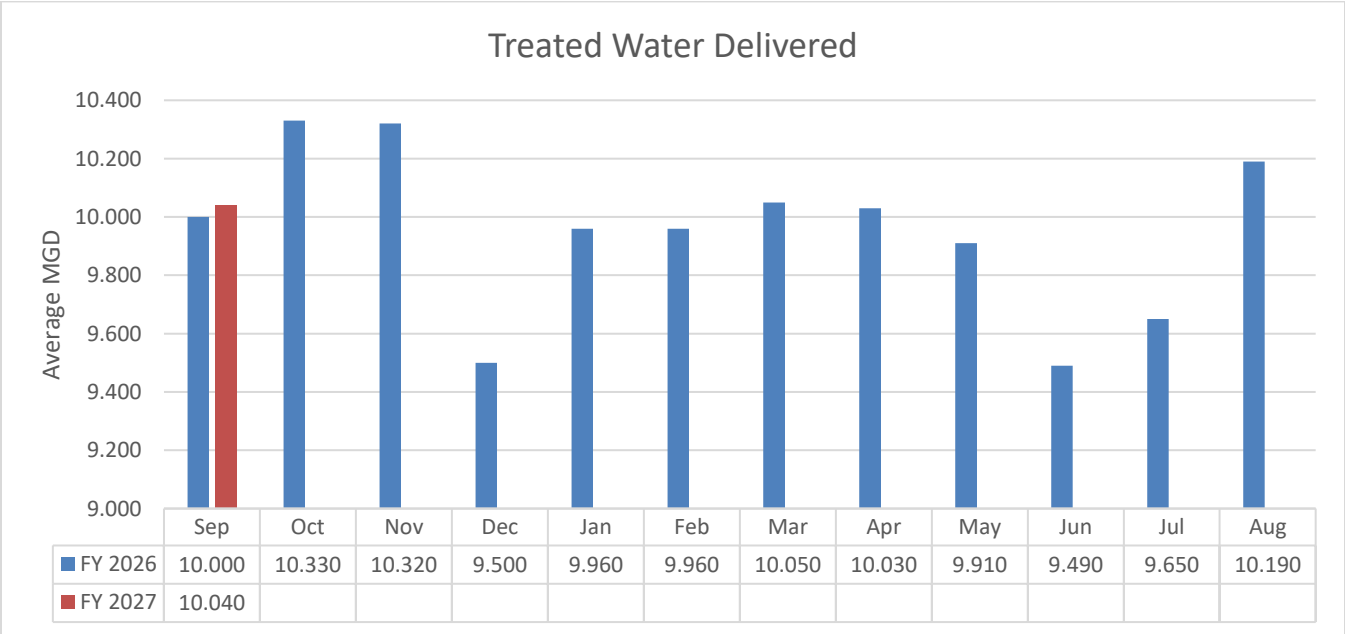
FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Biosolids Processed (metric tons)	*											
Year to Date Biosolids Processed (metric tons)	*											

(* data not available at printing. Report will be revised when this information is received.)

WESTERN CANYON DIVISION



WESTERN CANYON WATER TREATMENT PLANT



	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
FY 2026	10.000	10.330	10.320	9.500	9.960	9.960	10.050	10.030	9.910	9.490	9.650	10.190
FY 2027	10.040											

System Statistics:

The Western Canyon Water Treatment Plant produced an average of 10.04 MGD for the month. Total gallons treated during the month were 301.32 MG. The total number of gallons produced during FY 2027 is 301.32 MG.

Canyon Park Estates WWTP

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.180	0.037											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	1.38											
Ammonia (mg/L)	2	0.10											
Phosphorus (mg/L)	1	0.053											
E.coli (CFU/100 mL)	126	1											
Year to Date Flows (MG)		1.113											

System Statistics:
The system received 0.0 inches of rainfall during the month.

Comal Trace Subdivision

System Statistics:
There are approximately 262 active water meters.

Park Village/Ventana Subdivision

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.195	0.070											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	0.93											
Ammonia (mg/L)	2	0.10											
Phosphorus (mg/L)	1	0.191											
E.coli (CFU/100 mL)	126	1											
Year to Date Flows (MG)		2.096											

System Statistics:
The team conducted 2 final tap inspections. There are approximately 604 active sewer connections. The system received 0.0 inches of rainfall during the month.

4S Ranch/Hidden Trails Subdivision

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.48	0.192											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	0.68											
Ammonia (mg/L)	2	0.10											
Phosphorus (mg/L)	0.5	0.102											
E.coli (CFU/100 mL)	126	1											
Year to Date Flows (MG)		5.760											

System Statistics:
There are approximately 1,800 active sewer connections. During the month 0 final tap inspections were conducted. The system received 0.0 inches of rainfall during the month.

Boerne ISD

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.030	0.003											
BOD (mg/L)	20	1											
TSS (mg/L)	20	1.80											
Year to Date Flows (MG)		0.109											

Cordillera Ranch

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.064	0.071											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	0.5											
Ammonia (mg/L)	2	0.10											
Year to Date Flows (MG)		2.050											

System Statistics:
There are approximately 587 active sewer connections and 636 active water meters. The system received 0.8 inches of rainfall during the month.

Johnson Ranch

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.350	0.159											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	1.05											
Ammonia (mg/L)	2	0.11											
Phosphorus (mg/L)	0.5	0.112											
E.coli (CFU/100 mL)	20	1											
Turbidity	3	1.09											
Year to Date Flows (MG)		4.780											

System Statistics:
There are approximately 968 active sewer connections and 1,034 active water meters. The system received 0.10 inches of rainfall during the month.

Bulverde Singing Hills

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Avg. MGD	0.240	0.139											
CBOD (mg/L)	5	1											
TSS (mg/L)	5	0.57											
Ammonia (mg/L)	2	0.10											
E.coli (CFU/100 mL)	126	1											
Year to Date Flows (MG)		4.170											

System Statistics:
The Singing Hills wastewater system has 32 commercial connections and 254 residential connections for a total of 286 wastewater connections. The system received 0.0 inches of rainfall during the month.

COLETO CREEK DIVISION

September 2026

Elevation beginning of month: 94.76'MSL
Elevation end of month: 94.16MSL
Elevation of full pool: 98.00'MSL

A total of 1.04 inches of rain was recorded at the Coleto Creek headquarters office.

Coleto Reservoir

Total diversions for the month of August: 613.96 acre-feet

Recreation System

Permits Sold During September

	September FY 2027	September FY 2026	Historical High for September	Y-T-D FY 2027	Y-T-D FY 2026	Historical Y-T-D High
Annual Permits	25	12	33 (FY 83)	25	12	33 (FY 83)
Day Permits	850	777	1,592 (FY 83)	850	777	1,592 (FY 83)
Camping Permits	989	803	1,276 (FY 21)	989	803	1,276 (FY 21)
Cabins	62	70	86 (FY 15)	62	70	86 (FY 15)

Volunteer Hours at Coleto Creek:

	Hours	Hours for FY
Park Hosts	218	218
Texas Master Naturalist	14	14
Photo Club Volunteers	0	0
Project Volunteers	0	0
Work Force Solutions Interns	0	0
TOTAL	232	232

Lake Wood Recreation Area

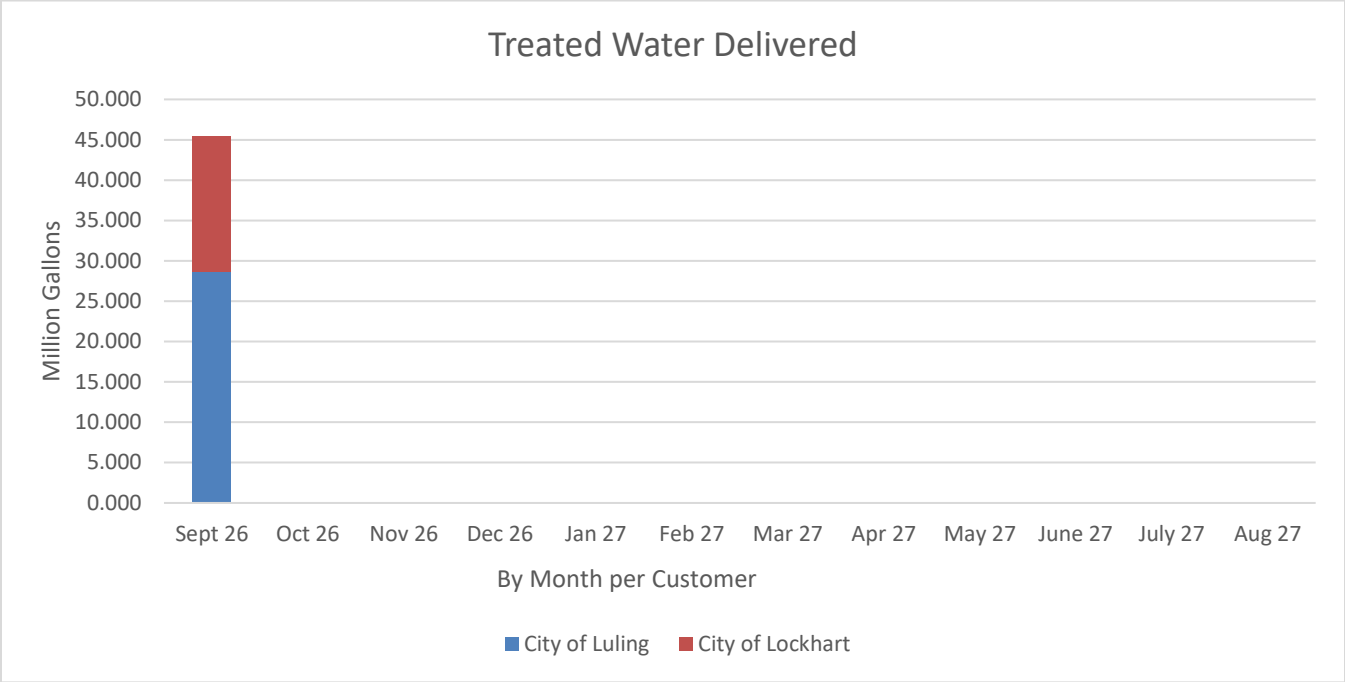
Permits Sold During September

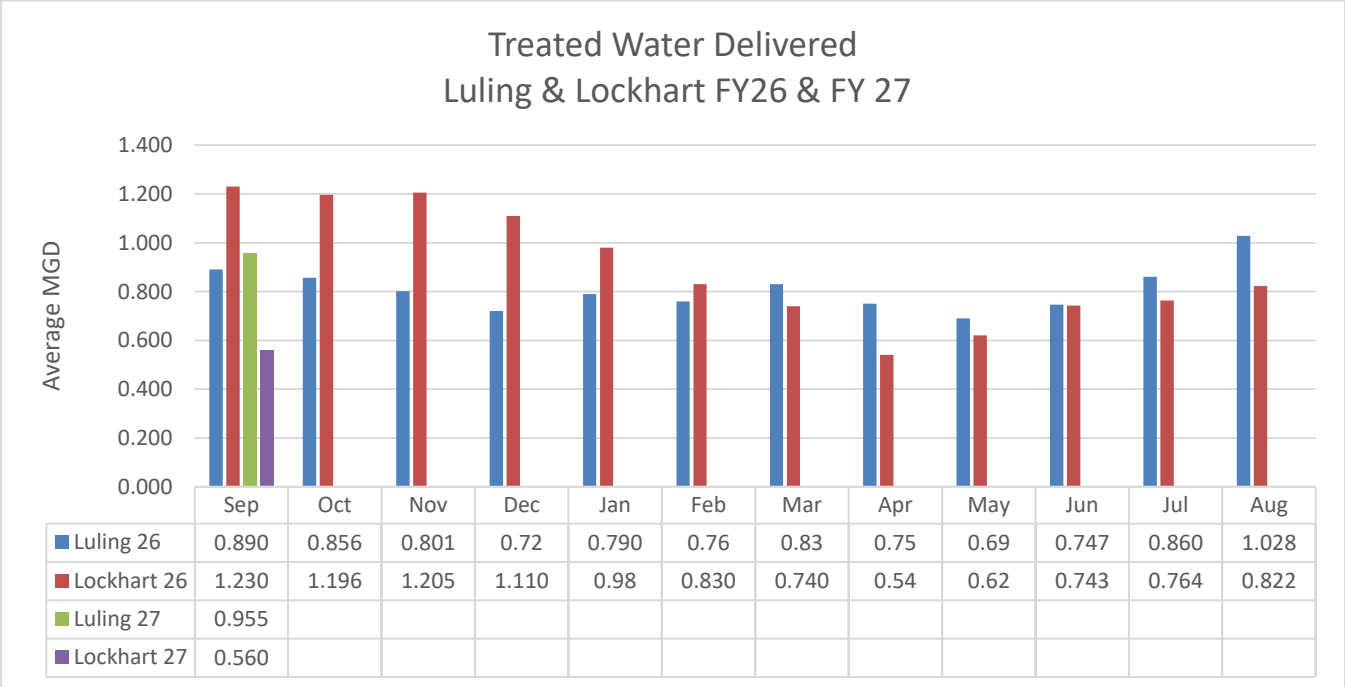
	September FY 2027	September FY 2026	Historical High for September	Y-T-D FY 2027	Y-T-D FY 2026	Historical Y-T-D High
Annual Permits	0	1	6 (FY02)	0	1	6 (FY02)
Day Permits	93	104	378 (FY16)	93	104	378 (FY16)
Camping Permits	42	26	42 (FY27)	42	26	42 (FY27)
RV Permits	204	186	366 (FY24)	204	186	366 (FY24)

Volunteer Hours at Lake Wood:

	Hours	Hours for FY
Park Hosts	89	89
ISF Crew	0	0
CSR Workers	84	84
Event Volunteers	0	0
TOTAL	173	173

LULING WATER TREATMENT PLANT





	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Luling 26	0.890	0.856	0.801	0.72	0.790	0.76	0.83	0.75	0.69	0.747	0.860	1.028
Lockhart 26	1.230	1.196	1.205	1.110	0.98	0.830	0.740	0.54	0.62	0.743	0.764	0.822
Luling 27	0.955											
Lockhart 27	0.560											

System Statistics:

The plant delivered a daily average of .955 MGD to the City of Luling during the month. Total gallons treated for Luling during FY 2027 is 28.649 MG. The plant also delivered an average of 0.56 MGD to the City of Lockhart during the month. Total water delivered to the City of Lockhart for FY 2027 is 16.811 MG.

LOCKHART WASTEWATER TREATMENT PLANT

Larremore Street Plant

FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Avg. MGD	1.1	0.367											
CBOD (mg/L)	10	2.4											
TSS (mg/L)	15	0.99											
Ammonia (mg/L)	3.0	0.11											
E. coli	126	1											
Year to Date Flows (MG)		11.01											

Lockhart FM 20 Plant

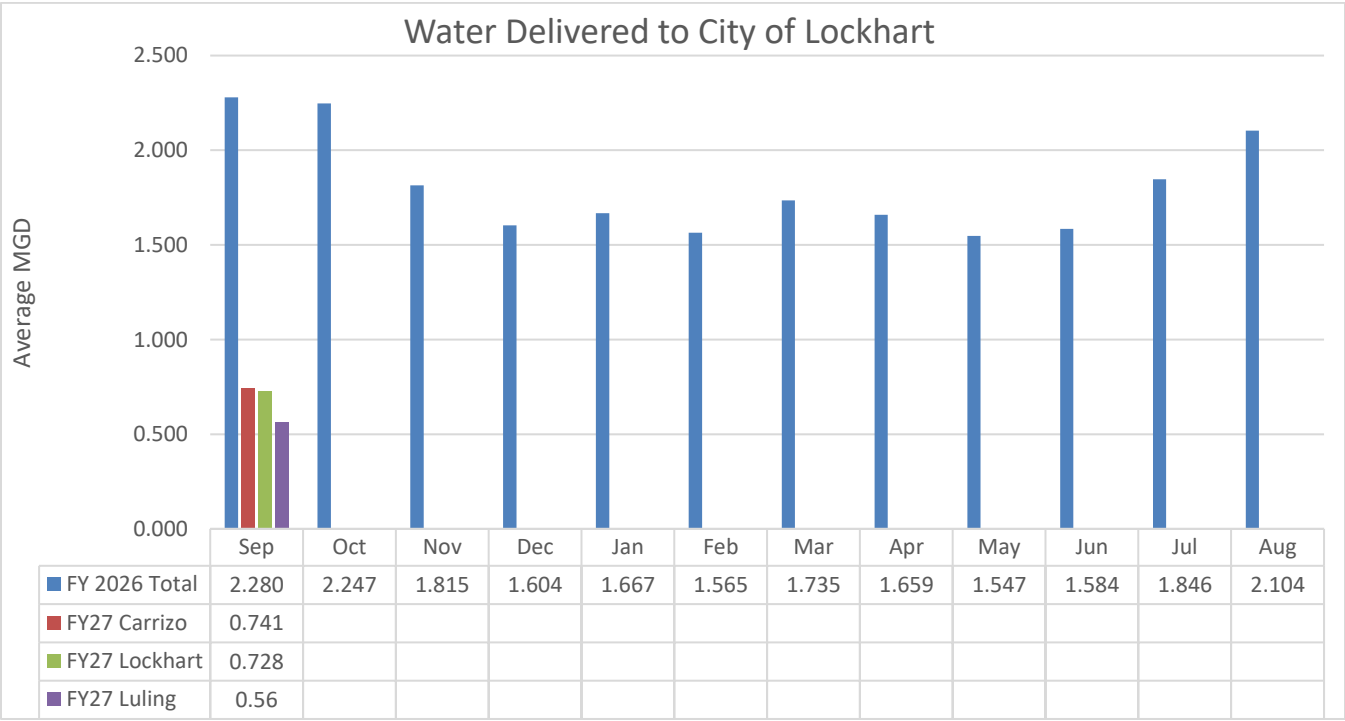
FY 2027	Permit	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug
Avg. MGD	1.5	0.838											
CBOD (mg/L)	10	1.4											
TSS (mg/L)	15	1.68											
Ammonia (mg/L)	3	0.17											
E. coli	126	1.6											
Year to Date Flows (MG)		24.3											

Biosolids Processing

FY 2027	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Biosolids Processed (metric tons)	*											
Year to Date Biosolids Processed (metric tons)	*											

(* data not available at printing. Report will be revised when this information is received.)

LOCKHART WATER TREATMENT PLANT



System Statistics:

The Lockhart Water Treatment Plant delivered a total of 60.86 MG for the month, an average of 2.03 MGD. Water produced from all sources – GBRA Carrizo (22.22 MG), Lockhart Wells (21.85 MG), and GBRA Luling Water Treatment Plant (16.81 MG). Total water delivered for FY 2027 is 60.86 MG.

CONSENT ITEM

5. Consideration of and possible action approving Directors' expense vouchers for September 2026.

Attachment

GUADALUPE-BLANCO RIVER AUTHORITY
BOARD OF DIRECTORS' EXPENSES
FISCAL YEAR 2026

Month Ending August 31, 2026

Director	Director Fees	Auto	Airfare	Lodging	Meals	Registrations	Other	Total
William R. Carbonara	221.00	316.55	-	-	-	-	-	537.55
Jennifer Storm	1,105.00	281.82	-	-	-	-	-	1,386.82
Dennis Patillo	-	-	-	-	-	-	-	-
Steve Ehrig	-	-	-	-	-	-	-	-
Sheila L. Old	3,094.00	150.94	-	-	-	-	-	3,244.94
Emanuel Valdez	663.00	106.40	-	-	-	-	-	769.40
Robert Blaschke	663.00	524.40	-	-	-	-	-	1,187.40
James Cohoon	442.00	209.76	-	-	-	-	-	651.76
John Cyrier	-	-	-	-	-	-	-	-
Board Administrative Costs	-	-	-	-	-	-	621.83	621.83
Total	$6,188.00	$1,589.87	$0.00	$0.00	$0.00	$0.00	$621.83	$8,399.70

Fiscal Year-To-Date Ending August 31, 2026

Director	Director Fees	Auto	Airfare	Lodging	Meals	Registrations	Other	Total
William R. Carbonara	2,210.00	1,218.97	-	-	-	-	-	3,428.97
Jennifer Storm	3,757.00	926.07	-	-	-	-	-	4,683.07
Dennis Patillo	2,873.00	1,881.15	-	-	-	-	-	4,754.15
Steve Ehrig	-	-	-	-	-	-	-	-
Sheila L. Old	3,094.00	150.94	-	-	-	-	-	3,244.94
Emanuel Valdez	3,315.00	458.65	-	-	-	-	-	3,773.65
Robert Blaschke	3,094.00	2,433.50	-	-	-	-	-	5,527.50
James Cohoon	2,652.00	1,165.01	-	-	-	-	-	3,817.01
John Cyrier	994.50	173.60	-	-	-	-	-	1,168.10
Board Administrative Costs	-	-	-	-	-	-	8,951.05	8,951.05
Total	$21,989.50	$8,407.89	$0.00	$0.00	$0.00	$0.00	$8,951.05	$39,348.44

Director Fees and Expenses Budget-To-Date	$27,500.00
Director Fees and Expenses Annual Budget	$30,000.00

NOTE 1: Directors fees and expenses paid on September 3, 2026 totally $6,510.28 were accrued into fiscal year 2026.

NOTE 2: In accordance with the Texas Water Code Chapter 49.060 and GBRA's Board Policy, the annual limit for director's fees is $13,260.00 per Director.

GUADALUPE-BLANCO RIVER AUTHORITY
BOARD OF DIRECTORS' EXPENSES
FISCAL YEAR 2026

Board Administrative Costs

Month	Date Pd.	Check #	Vendor	$ Amount	Description
Sept Total				**0.00**	
	31-Oct	EFT3686	Panera Bread	65.53	September Board Meeting Breakfast
	31-Oct	EFT3686	Lupe Tortilla	681.08	September Board Meeting Lunch
Oct Total				**746.61**	
	30-Nov	EFT3694	Panera Bread	56.59	October Board Meeting Breakfast
	30-Nov	EFT3694	Kreuz Market	578.90	October Board Meeting Lunch
Nov Total				**635.49**	
	31-Dec	EFT3758	Panera Bread	63.57	November Board Meeting Breakfast
	31-Dec	EFT3758	Forty-Six Coffee, Café & Catering	852.92	November Board Meeting Lunch
Dec Total				**916.49**	
	15-Jan	330952	JI Special Risk Ins.	360.00	Public Official Director's Bond
	31-Jan	EFT3836	Panera Bread	56.02	December Board Meeting Breakfast
	31-Jan	EFT3836	Forty-Six Coffee, Café & Catering	779.92	December Board Meeting Lunch
Jan Total				**1,195.94**	
	28-Feb	EFT3880	Panera Bread	63.51	January Board Meeting Breakfast
	28-Feb	EFT3880	Kreuz Market	558.82	January Board Meeting Lunch
Feb Total				**622.33**	
	31-Mar	337969	Hartford Insurance	750.00	Business Travel Accident Insurance
	31-Mar	EFT3915	Panera Bread	56.58	February Board Meeting Breakfast
	31-Mar	EFT3915	Forty-Six Coffee, Café & Catering	791.01	February Board Meeting Lunch
March Total				**1,597.59**	
	30-Apr	EFT3982	Einstein Bros. Bagels	36.08	March Board Meeting Breakfast
	30-Apr	EFT3982	Forty-Six Coffee, Café & Catering	652.44	March Board Meeting Lunch
April Total				**688.52**	
	31-May	EFT4009	HEB Bakery	19.81	April Board Meeting Breakfast
	31-May	EFT4009	Kreuz Market	558.82	April Board Meeting Lunch
May Total				**578.63**	
	30-Jun	EFT4093	HEB Bakery	31.20	May Board Meeting Breakfast
	30-Jun	EFT4093	Lupe Tortilla	729.00	May Board Meeting Lunch
June Total				**760.20**	
	31-Jul	EFT4123	Kreuz Market	587.42	July Board Meeting Lunch
July Total				**587.42**	
	31-Aug	EFT4200	HEB Bakery	18.73	July Board Meeting Breakfast
	31-Aug	EFT4200	HEB Bakery	15.16	August Board Meeting Breakfast
	31-Aug	EFT4200	Forty-Six Coffee, Café & Catering	587.94	August Board Meeting Lunch
August Total				**621.83**	
FY 2026 Total				**8,951.05**	

CONSENT ITEM

6. Consideration of and possible action approving the disposal of equipment in accordance with GBRA Board Policy 411 - Capital Assets. **(Sandra Terry)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 6
Consent

Action Requested: Consideration of and possible action approving the disposal of equipment in accordance with GBRA Board Policy 411 - Capital Assets.

Staff: Sandra Terry, Deputy Executive Manager of Finance

Background: The following capital assets are no longer being used by GBRA and/or are no longer functional.

Asset #	Description	Original Cost	Book Value	Accum Depr.	System #	Reason
7527-29	2011 Chevrolet Silverado 1500	14,242.41	0.00	14,242.41	032, 033, 034	Depleted useful life
7772	2015 Ford F-250 Truck	22,373.00	0.00	22,373.00	021	Depleted useful life

Item: Approval of the disposal of capital assets in accordance with GBRA Board Policy 411 - Capital Assets.

GENERAL MANAGER/CEO ITEM

7. The General Manager/CEO and staff may report on, and the Board may discuss, executive reports and/or issues relating to GBRA activities including without limitation, the following: Safety Update, GBRA water and sewer utility operations, hydroelectric operations, GBRA facilities management including plants and dams, water resources planning and operation, construction management, economic and community development, project development, accounting and finance, records management, grants and financial assistance, human resources, information technology, communications, social media, education programs, resource protection, weather and climate, river flows and other scientific issues, public and private entities partnering with GBRA, water quality services, community affairs, environmental programs, legislative updates, strategic planning, and stewardship. **(James Semler, David Harris, Charles Hickman, Nathan Pence, Randy Staats, Vanessa Guerrero, Jonathan Stinson, John Curtis)**

Attachment

EXECUTIVE REPORT

October 2026

David Harris
Executive Manager of Operations

Projects Completed and in Progress since the September Board Meeting

Licenses, Training, Compliance and Project Progress.

Licenses

Tyler Brann	Class D Water	Western Canyon WTP

Training

Surface Water I	Surface Water II
Basic Wastewater	Wastewater Treatment
Pump & Motor Maintenance	Groundwater Production
Resiliency	

Compliance

All facilities are operating in compliance.

Projects

Canyon Hydroelectric Power Plant operated continuously for the last half of September. Due to reduced minimum permitted release requirements, generation ceased on October 1st. The release requirements for the month of October are regulated by the FERC, resulting in a reduction to 100 cfs which is just below the operable generation rate. This will allow for maintenance that was identified when operating and have the plant ready for service in January when the permitted flows increase, or sooner if the lake level rises into the flood pool.

Luling WTP Filter Rehabilitation Project was over 50% complete at the first of the month with those filters back in service. The remaining filters should be cleaned, sandblasted, and recoated by the end of the month.

Lake McQueeney Dam project was completed and turned back to GBRA. The Hydro Crews worked for several weeks to get the plant cleaned, tested, and ready to return to service. A replacement controller has been ordered and is needed to put the first generator back in service.

Lockhart Well #9 and #11 are back in service after replacing a submersible motor on well #11 and completing well rehab of Well #9. Well #11 is a vertical turbine pump that has a new pump, discharge piping, and rehabbed well screens.

EXECUTIVE REPORT

October 2026

Charles Hickman
Executive Manager of Engineering

Projects Completed and in Progress since the September Board Meeting

Ongoing Projects and Planning

- Based upon the feedback received from entities that have executed Memorandums of Understanding for WaterSECURE, GBRA is evaluating alternatives to defer timing of the initial debt service payments. Engineering is currently updating infrastructure configurations and associated cost estimates to develop the program in multiple phases of construction. Concurrently, GBRA is evaluating strategies to leverage alternative funding options, including public private partnership (P3) and federal funding programs to defer timing of the initial debt service payments.
- Notice to proceed was issued to Leland Land Formers for levee improvements along Hog Bayou, and a kickoff meeting was held in September. The project involves construction of a hardened section of levee and roadway in an area near Alligator Slide Lake where overflows and washouts frequently occur. The project is anticipated to be completed by the end of the calendar year.

Summary of Change Orders Pending Board Approval

- None this month.

Summary of Change Orders for General Manager/CEO Approval

- North Lockhart Booster Pump Station Project – Change Order No. 8. This change order provides Wharton-Smith with six additional days of contract time and an increase of $48,028.31 to the contract price for the North Lockhart Booster Pump Station Project. The change order includes the installation of a hydro tanks 8-inch drain line addition to the pond, as well as additional bollards per the light pole base relocations.

EXECUTIVE REPORT

October 2026

Nathan Pence
Executive Manager of Environmental Science

Projects Completed and in Progress since the September Board Meeting

Environmental/Habitat Conservation Plan (HCP)

- Staff intend to submit the Administrative Draft of the GBRA Habitat Conservation Plan to U.S. Fish and Wildlife Service (USFWS) by October 16.
- Staff attended Meadows Center stakeholder workshop on Texas Coastal Long-Term Hydrologic Monitoring Project.
- Staff surveyed vegetation impacts on the GBRA Canal System at Alligator weed flea beetle release locations in Calhoun County.
- Staff met with the USFWS to discuss GBRA's HCP methodologies
- Staff participated in two meetings with One Water New Braunfels
- Staff met with USFWS and HCP consultant to coordinate regarding the upcoming National Environmental Policy Act review process.
- Staff gave informational presentations about GBRA's HCP to the San Antonio Bay Partnership, Texas Parks and Wildlife Department, and the National Wildlife Federation.
- Staff attended the Texas Water Association Fall Conference in San Antonio.

Water Quality

- Staff attended the Texas State Soil and Water Conservation Board State Meeting as an exhibitor.
- Staff attended the Caldwell-Travis Soil and Water Conservation District board meeting.
- Staff facilitated "Story Stream," a youth water story time.
- Staff facilitated the Plum Creek Watershed Partnership Public Stakeholder meeting.
- Staff facilitated the Land + Water Symposium.
- Staff attended the Hays County Soil and Water Conservation District board meeting.
- Staff attended the Plum Creek Conservation District board meeting.
- Staff presented at the Watershed: Central Texas workshop, presented by the Texas Water Resources Institute.
- Staff attended and presented at the Surface Water Quality Monitoring Workshop, presented by the Texas Commission on Environmental Quality in Frisco, Texas.

- Staff conducted mussel surveys in newly formed riffles in the footprint of Lake Gonzales.
- Samples Collected in September
- 31 Routine Grab samples collected.
- 4 Quarterly Grab samples collected.
- 31 Weather-targeted samples collected.
- 7 Wastewater Treatment Facilities sampled.
- 20 Nutrient Grab samples collected.

Laboratory

- In September 2026, the laboratory processed approximately 1,210 orders with approximately 2,900 individual tests. This compares to 1,160 orders received and processed during September 2025.
- Microbiology Proficiency Test (PT) study: testing results have been submitted to the PT Provider. We expect study results to be returned in mid-October 2026. PT studies are blind samples that the laboratory must test and submit to the State every six months for both microbiology and chemistry to maintain accreditation. Chemistry PTs will be conducted throughout October and November.
- A report of findings was received for the laboratory's internal audit. The audit identified only four non-conformances and included positive comments on staff training and preparation.

EXECUTIVE REPORT

October 2026

Randy Staats
Executive Manager of Finance/CFO

Projects Completed and in Progress since the September Board Meeting

Projects and Planning

- Budget FY 2027
  - Posting of new labor allocations to payroll system
  - Coordination with billing partners to ensure proper setup of new rates
- Preparations for the FY 2026 financial audit
  - Preparation of fiscal year closing entries
  - Payment of year-end invoices
  - Preparation of budget-to-actual calculations
- Ongoing planning with consultants in preparation for funding transaction
  - Carrizo Groundwater Supply Expansion Project
- Continued implementation of debt management software
- The following formal competitive procurement process was posted to electronic procurement systems:
  - Janitorial Services RFP
- The following Board-approved contracts have recently been executed:

Contract/Project	Vendor	Board Authorization Date	Contract Execution Date	Contract Value
Alligator Slide improved crossing	Leland Land Formers LLC	2/18/26	8/13/26	$310,193
Seguin office generator replacement	McDonald Municipal & Ind.	3/18/26	9/17/26	$359,469

Upcoming Activities

- Financial audit FY 2026 - work with financial auditors and preparation of financial statements and schedules

EXECUTIVE REPORT

October 2026

Vanessa Guerrero
Executive Manager of Administration

Projects Completed and in Progress since the September Board Meeting

Human Resources

- Onboarded 6 new hires in September and conducted New Employee Orientation
- Employee Benefit renewal negotiations- in progress
- Employee Picnic held on Saturday, September 19
- Planning various seasonal employee engagement events

Facilities

- Closed 72 work orders within NexGen supporting three geographic areas in support of six facilities in September
- Processed and completed 27 Jira support requests in the month of September
- River Annex HVAC Project - Replacement of the HVAC system is progressing with punch list items. Currently, a bypass damper needs to be installed and programmed
- River Annex Lavatory Project - Complete
- Seguin Main Office Fire Alarm Project - Project has been completed and certified by the City of Seguin

Safety

- 0 Loss Time Incidents were reported - 883 Days Since Loss Time Incident
- 1 First Aid incident(s) was reported
- 0 Near-Miss incident(s) were reported
- 1 Vehicle incident was reported
- In-person training conducted:
  - 3 employees completed Forklift Training
  - 10 employees completed Scissor Lift & Boom Lift Training
  - 13 employees completed First Aid/CPR/AED Training
- Monthly Safety Topic distributed in September
  - Engineering - Fall Protection Awareness
  - Environmental Science - Fire Extinguisher Safety

- Administrative - Injury and Illness Prevention
- Operations - Machine Guarding

- Safety inspections/visits conducted at 11 sites across our basin in September
- Attended Annual Safety Seminar at San Antonio River Authority

Education

- Gorge Outdoor Classroom September - Booked YTD: 38 Schools; 3,647 Students
- GBRA Educational Booklets - 3,068 booklets were distributed to various school districts in September. Participants included:
  - Hays CISD, San Marcus CISD, Waelder ISD, Prairie Lea ISD, Lockhart ISD, Ingram ISD, Calhoun County ISD, Comal ISD, New Braunfels ISD, Wimberley ISD, and Austwell-Tivoli ISD, impacting 3,068 students
- September Trunks: 6 Schools, 12 Trunks, 1,143 students
  - Comal ISD, Seguin ISD, New Braunfels ISD, Waelder ISD, and Hays County
- Volunteer/Community Engagement (113 hours in September)
  - 7 Tours, 8 volunteers, 18 hours
  - Volunteer Beautification event, 12 people, 63 hours
  - Volunteer CPR class, 4 people, 32 hours

Gorge Park Operations September

- Hiking Trails
  - Adults 219
  - Children (under 12) 17
    Total Impacted 236
- Guided Tours – 14 total tours given
  - Adults 45
  - Youth (under 18) 16
    Total Impacted: 61

EXECUTIVE REPORT

October 2026

John Curtis
Executive Manager of IT

Projects Completed and in Progress since the September Board Meeting

IT Cyber

- The IT Executive team has continued to meet with industry peers and the Texas Cyber Command (TXCC) leadership and operational teams in support of “Project Watershed 250”.
- IT and Operations teams met with EPA Cyber teams in the final of a series of technology, risk, and remediation assessments on administrative and technical controls supporting critical infrastructure.
- IT teams continued threat mitigation steps in response to updated Operational Alerts from the EPA, FBI, CISA, and TXCC regarding cyber threats to critical infrastructure.

IT Core

- The IT Core team onboarded a new IT Operations Manager.
- IT Applications, Communications, I&E, and Facilities teams completed the implementation of a new digital signage system across all identified sites and locations.
- The IT Core team completed Boom Lift and Scissor Lift safety training for all identified staff.
- IT Data, Network, SCADA, and Systems teams completed the migration and upgrade of (new) supporting systems and infrastructure at Luling WTP and Sunfield WWTP.
- IT Network teams continued the implementation of network and infrastructure upgrades in support of TX130, Lockhart, and Carrizo sites.
- IT Data and GIS teams provided new detailed GV Lakes inundation maps, flows, and conditions dashboards in support of GBRA’s updated Flood Preparedness information.

IT GIS

- The GIS team onboarded a new IT GIS Technician.
- The GIS team attended and contributed to the Alamo Area GIS (AAGIS) user group conference in San Antonio.

- The GIS team met with Brazos River Authority GIS teams to collaborate on GIS-related initiatives.

IT/OT Project Management

- IT and Operations teams met to kick off efforts to modernize the main Control Room and supporting infrastructure.
- IT and Environmental (Lab) teams met to kick off efforts to modernize the laboratory information management system application and supporting infrastructure.
- IT Network and SCADA teams, with supporting Engineering, Operations, I&E, and Program Manager teams, kicked off the Western Canyon System Expansion project.
- IT and Operations teams continue to meet and advance efforts in support of the implementation of a new water information management system.

IT SCADA

- The IT SCADA teams continued the replacement and updates to communication hardware and services supporting Western Canyon Delivery sites.
- The IT SCADA teams completed Boom Lift and Scissor Lift safety training for all identified staff.
- The IT SCADA teams completed the installation of new (replacement) rainfall gauges in Caldwell County; all managed rainfall gauges are now 100% complete and operational on new standard equipment.

ACTION ITEM

8. Consideration of and possible action approving the January 1, 2026 actuarial valuation for the Retirement Plan for Employees of the Guadalupe-Blanco River Authority and the recommended contribution of $1,223,548. **(Randy Staats)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 8
Action

Action Requested: Consideration of and possible action approving the January 1, 2026 actuarial valuation for the Retirement Plan for Employees of the Guadalupe-Blanco River Authority and the recommended contribution of $1,223,548.

Staff: Randy Staats, Executive Manager of Finance/CFO

Background: An actuarial valuation has been prepared as of January 1, 2026, which includes the amount of the unfunded actuarial liability (UAL), the recommended annual contribution, and other calculations. Members of GBRA's Retirement and Benefit Committee discussed and approved the report during its meeting on September 16, 2026. The report includes a UAL of $5,119,167 and an actuarial funded ratio of 87.3%.

The report includes a recommended contribution of $1,223,548 for calendar year 2026, which the Committee also approved.

Item: Approval of the annual actuarial valuation for the Defined Benefit Pension Plan and the recommended contribution.

Retirement Plan for Employees of GBRA

ACTUARIAL VALUATION

AS OF JANUARY 1, 2026

AUGUST 31, 2026

Rudd and Wisdom, Inc.

W. Lee Bello, A.S.A.
Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
Mark R. Fenlaw, F.S.A.
Brandon L. Fuller, F.S.A.
Christopher S. Johnson, F.S.A.
Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.

Rudd and Wisdom, Inc.
Consulting Actuaries

Edward A. Mire, F.S.A.
Roel Morales, A.C.A.S.
Rebecca B. Morris, A.S.A.
Amanda L. Murphy, F.S.A.
Michael J. Muth, F.S.A.
Khiem Ngo, F.S.A., A.C.A.S.
Timothy B. Seifert, F.S.A.
Raymond W. Tilotta
David G. Wilkes, F.S.A.

August 31, 2026

GBRA Retirement and Benefit Committee
Guadalupe-Blanco River Authority
933 E. Court Street
Seguin, TX 78155

Re: Actuarial Valuation as of January 1, 2026

Dear Committee Members:

Enclosed is the report of the Actuarial Valuation of the Retirement Plan for Employees of the Guadalupe-Blanco River Authority as of January 1, 2026. The purpose of this report is to present the actuarial condition of the plan as of January 1, 2026 and to recommend the GBRA minimum contribution for the plan year ending December 31, 2026.

Plan Provisions

There have been no changes in plan provisions since the plan was amended to be frozen and to provide a supplemental benefit in addition to the frozen accrued benefit as of December 31, 2018. The supplemental benefit was designed to make up for the difference between (1) the projected benefit if the plan were to continue as it was before the amendment and (2) the sum of (a) the frozen accrued benefit in the plan and (b) the employer-funded portion of the benefit in the Texas County and District Retirement System (TCDRS) plan that began January 1, 2019. Plan provisions are outlined and summarized in Section V of this report.

Review of Actuarial Assumptions

As a part of each actuarial valuation, we review the actuarial assumptions used in the prior actuarial valuation. We analyze the economic assumptions every year. As the result of our overall review and our economic assumptions analysis, we have selected actuarial assumptions that we consider to be reasonable and appropriate for the plan for the long-term future. Their selection complies with the applicable actuarial standards of practice. Both the economic and the demographic actuarial assumptions selected for this actuarial valuation are the same as those used in the actuarial valuation as of January 1, 2025. The key actuarial assumptions are the investment return assumption of 6.25% per year and the compensation increase assumption of 3.5% per year. These are long-term average assumptions. We believe that the combined effect of all the actuarial assumptions, summarized in Section IV, is expected to have no significant bias, i.e., not significantly optimistic or pessimistic.

Exhibit 1 documents our review of the investment return assumption. A history of actuarial information and of asset information is shown in Exhibit 2. Other disclosures are included in Exhibit 3.

Funding Policy

With the freezing of this Plan, a new funding policy was adopted in November 2019. The intent was for GBRA to fully fund the Plan over the 10 years that began in 2019 and then to continue making contributions until the Plan is 10% overfunded. In each year since then, GBRA has contributed at least the minimum recommended contribution based on the funding policy and has contributed more than the minimum in three of the seven years through 2025.

The closed 10-year amortization period worked well through the first six years, but a closed amortization period of less than five years (it would have been three years for this January 1, 2026 valuation) would increasingly magnify the effects of actuarial gains and losses as the remaining period approached one year. As a result, the minimum recommended contribution could change more from year to year.

At an August 19, 2026 meeting of the Retirement and Benefit Committee, different options for revising the funding policy were presented by Rudd and Wisdom. After a very thorough discussion, the committee voted to have the minimum recommended GBRA contribution be the amount expected to amortize the remaining unfunded actuarial liability (UAL) over a rolling five-year period. Then each year the Committee will discuss and decide on what supplemental contribution amount, if any, to recommend to the GBRA Board of Directors. This revised funding policy still retains the goals of (1) completely amoritizing the UAL over a reasonable period of years and (2) continuing contributions until the plan is at least 10% overfunded, i.e., a funded ratio of at least 110%.

Recommended Contribution

Based on the revised funding policy above, we recommend a minimum contribution of $1,223,548 for the plan year ending December 31, 2026 payable as of that date. Based on this actuarial valuation, this recommended annual contribution as a level dollar amount is expected to amortize the UAL of $5,119,167 in five years. This assumes that the future experience will exactly follow our assumptions each year, with no future gains or losses or changes in assumptions. To the extent that there are such future events, the future valuations will modify the recommended minimum contribution amount.

Changes in the Unfunded Actuarial Liability

In comparing this year's valuation to last year's valuation, the UAL increased by $846,893 from $4,272,274 to $5,119,167 for the following reasons:

- The passing of one year with the experience following the assumptions would have resulted in a decrease in the UAL of $800,115 because the 2025 contribution to amortize the UAL as of January 1, 2025 was more than the assumed interest on the UAL for the plan year.

- The investment rate of return for 2025, net of all investment-related expenses paid by the plan, was 11.45% based on the audited market value of assets for the plan year ending December 31, 2025. However, based on the smoothed actuarial value of assets from last year's valuation to this valuation, the net investment rate of return was 3.62%. Since that rate of return is less than the assumed rate of 6.25% during 2025, the UAL increased by $906,030 due to the unfavorable actuarial investment experience.

- The difference between all other actual experience compared to the expected experience based on the actuarial assumptions increased the UAL by $740,978.

Variability in Future Actuarial Measurement

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- Plan experience differing from that anticipated by the current economic or demographic assumptions;
- Increases or decreases expected as part of the natural operation of the methodology used for these measurements;
- Changes in economic or demographic assumptions; and
- Changes in plan provisions.

In prior years, we have provided Mr. Randy Staats with a sensitivity analysis of the effects on key results of increasing the compensation increase assumption and/or reducing the investment return assumption. There has been no good opportunity to make changes in those economic assumptions for the last four years because of very adverse investment experience in 2022 and not enough favorable investment experience in the three years since then to fully offset the 2022 experience.

The table shows the reasons for the changes in the UAL the last three years. In all three years, the investment experience did not exceed the 6.25% assumption and resulted in an increase in the UAL. The magnitude of the investment losses have increased as more of the significant 2022 loss is recognized, offset by gains made since then. The liability experience (all other experience—but most importantly differences in salary increases from that expected) increased the UAL in 2023 and 2025. In 2024, the liability experience was favorable enough so that the UAL decreased.

Calendar Year	2023	2024	2025
January 1 UAL	$4,582,387	$4,600,206	$4,272,274
Reason for change			
• Expected decrease	(697,967)	(858,815)	(800,115)
• Investment (gain)/loss	121,604	638,801	906,030
• All other experience (gain)/loss	594,182	(201,584)	740,978
• Change in assumptions	0	93,666	0
Total change	17,819	(327,932)	846,893
December 31 UAL	$4,600,206	$4,272,274	$5,119,167

Looking forward, the investment experience is the most important influence on the plan every year, and the investment risk is the plan's biggest risk. Because the plan is highly funded,

the plan's investment experience is magnified. Annual returns in excess of 6.25% will either accelerate the time when the plan attains its goal of a funded ratio of at least 110% or reduce the total contributions required. Conversely, when the plan earns less than the long-term annual assumption of 6.25%, that will either delay the time it will take to reach its goal or increase the total contributions required.

As shown on page 11, a smoothing method is used to determine the actuarial value of assets (AVA) for this valuation. This method phases in over a five-year period any investment gains or losses (net actual investment return greater or less than the actuarially assumed investment return) that the plan has had. The AVA used in this current valuation is deferring recognition of various portions of the gains and losses in 2022-2025 that the plan experienced. The AVA used in this valuation is $35.05 million. The market value of assets (MVA) is $35.60 million. The $0.55 million difference between the MVA and the AVA is the deferred net loss over the past four years that will be recognized primarily in the next annual actuarial valuation. Its effect would be dampened if there is favorable investment experience in 2026.

Summary

As a result of our January 1, 2026 actuarial valuation of the GBRA Retirement Plan, we recommend a minimum contribution of at least $1,223,548 for the plan year ending December 31, 2026. This minimum recommended year-end contribution is based on a funding policy which is expected to be an adequate contribution arrangement. The actuarial valuation of the plan reported herein has been performed in accordance with appropriate actuarial methodology, with actuarial standards of practice, and with the pension funding guidelines established by the Texas Pension Review Board.

Respectfully submitted,

RUDD AND WISDOM, INC.

Mark R. Fenlaw

Mark R. Fenlaw, F.S.A.

Rebecca B. Morris

Rebecca B. Morris, A.S.A.

MRF/RBM:nm

Enclosures

cc: Mr. Randy Staats

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Section I – GBRA Retirement Plan

Certification of Actuarial Valuation
(As of January 1, 2026)

At the request of the GRBA Retirement and Benefit Committee, we have performed an actuarial valuation of the plan as of January 1, 2026. The purpose of this report is to present the actuarial condition of the plan as of January 1, 2026 and to recommend a contribution for the January 1, 2026 to December 31, 2026 plan year based on a funding policy which is expected to be an adequate contribution arrangement.

We have relied on and based our valuation on employee data, pensioner data, and asset data provided by GBRA. The financial information we received for the plan year was from the audited financial report for the plan year ending December 31, 2025. We have used the actuarial methods and assumptions described in Section IV of this report. The actuarial valuation has been performed on the basis of the plan benefits described in Section V.

To the best of our knowledge, no material biases exist with respect to any imperfections in the census data provided. We have not audited the data provided but have reviewed it for reasonableness and consistency relative to the census data received for the January 1, 2025 actuarial valuation.

All current employees eligible to participate in the plan as of the valuation date and all other individuals who either are now receiving a monthly benefit or will later receive a vested deferred monthly benefit under the plan have been included in the valuation. Further, all plan benefits have been considered in the development of plan costs.

To the best of our knowledge, the actuarial information supplied in this report is complete and accurate. In our opinion the assumptions used, both in the aggregate and individually, are reasonably related to the experience of the plan and to reasonable expectations. The assumptions represent a reasonable estimate of anticipated experience of the plan over the long-term future, and their selection complies with the applicable actuarial standards of practice.

We certify that we are members of the American Academy of Actuaries who meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Mark R. Fenlaw

Mark R. Fenlaw, F.S.A.

Rebecca B. Morris

Rebecca B. Morris, A.S.A.

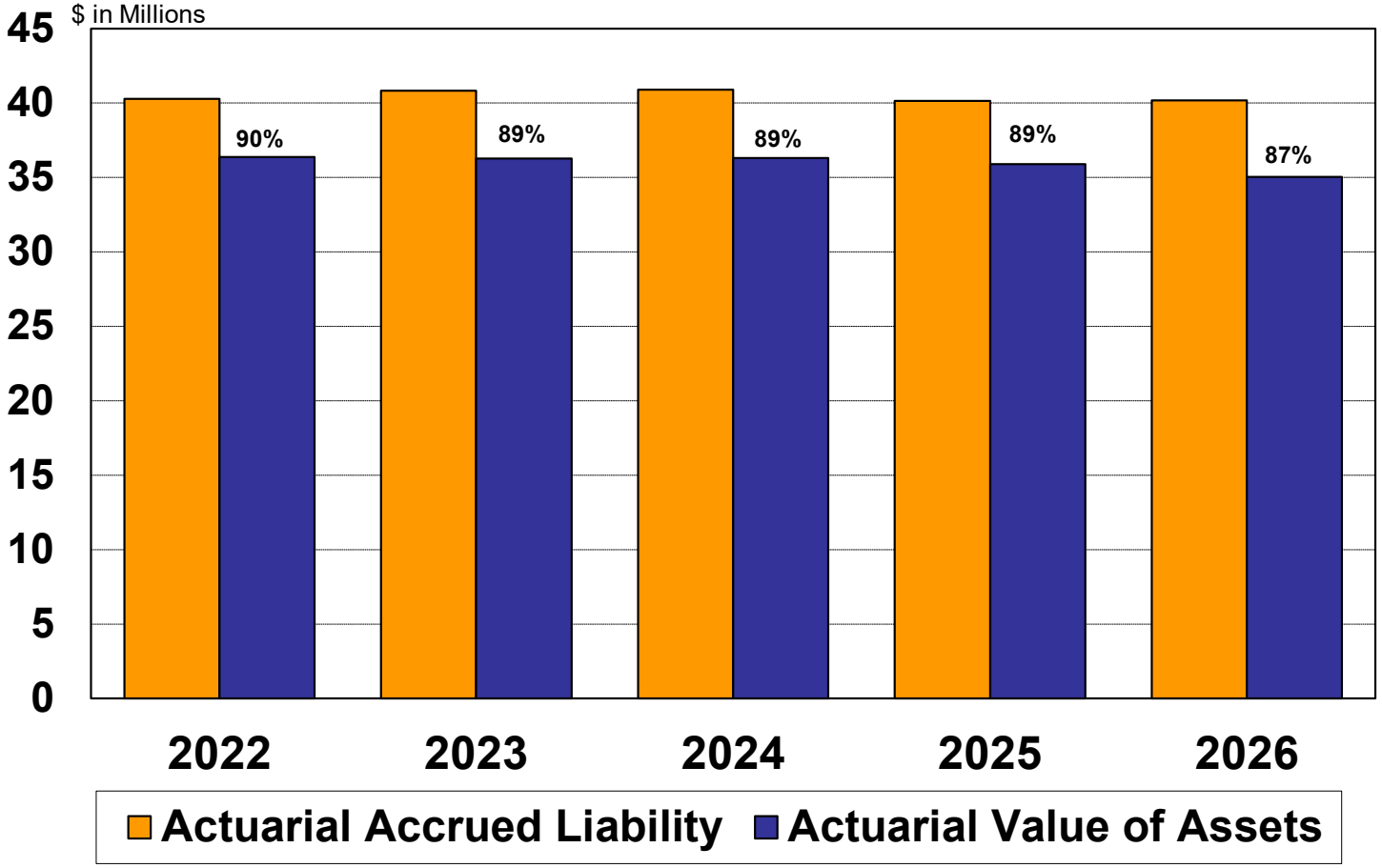
Section II –Summary of Actuarial Valuations

	January 1, 2025	January 1, 2026
1. **Participant Census at Valuation Date**		
a. Covered employees	41	38
b. Vested terminated due deferred benefit	33	30
c. Retirees and beneficiaries in pay status	129	129
d. Total	203	197
2. **Projected Active Participant Compensation for Plan Year Following the Valuation Date**	N/A	N/A
3. **Actuarial Present Value of Future Benefits**		
a. Active participants	$ 7,555,917	$ 6,979,974
b. Inactive participants	32,603,769	33,189,195
c. Total	$ 40,159,686	$40,169,169
4. **Actuarial Present Value of Future Normal Cost**	$ 0	$ 0
5. **Actuarial Liability (Item 3e – Item 4)**	$ 40,159,686	$40,169,169
6. **Actuarial Value of Assets**	$ 35,887,412	$35,050,002
7. **Unfunded Actuarial Liability (UAL) (Item 5 – Item 6)**	$ 4,272,274	$ 5,119,167
8. **Amortization Period**	5 years	5 years
9. **GBRA Minimum Contribution to be Paid December 31**	$ 1,021,131	$ 1,223,548
10. **Funded Ratio (Item 6 ÷ Item 5)**[1]	89.4%	87.3%

[1] The funded ratio is not appropriate for assessing either the need for or the amount of future contributions or the adequacy of the funding policy of an ongoing plan. Based on the funding policy for this frozen plan, a funded ratio of 110% or more would indicate that contributions could cease. Subsequent experience would determine whether or not any additional contributions might be required. Using market value of assets (fiduciary net position) instead of the actuarial value of assets for item 10 would have resulted in funded ratios of 84.6% as of January 1, 2025 and 88.6% as of January 1, 2026.

Section II – Summary of Actuarial Valuations (Continued)

Historical Comparison of Actuarial Accrued Liability and Actuarial Value of Assets
(Present Plan Valuations as of January 1)



Section III – Plan Asset Information

Summary of Assets as of January 1, 2026

Investment Category	Market Value*	Allocation Percent
1. Equities		
a. Domestic large cap	$ 14,002,425	39.3%
b. Domestic small cap	1,887,800	5.3
c. Developed international	4,510,773	12.7
d. Emerging markets	0	0.0
	20,400,998	57.3
2. Fixed Income		
a. Global	2,821,363	7.9
b. Emerging market	0	0.0
c. Domestic core	5,401,606	15.2
	8,222,969	23.1
3. Alternatives		
a. Hedge fund	4,141,891	11.7
b. Private real estate	1,932,482	5.4
	6,074,373	17.1
4. Cash and Cash Equivalents	900,272	2.5
5. Grand Total	$ 35,598,612	100.0%

* The amounts by investment category (items 1-3) are from the December 31, 2025 report by the plan's investment consultant. Item 4 is the balancing item to bring the grand total to equal the market value of assets in the plan's audited financial report for the year ending December 31, 2025 (item 5). The term "market value of assets" in this report is a synonym of the accounting term "fiduciary net position."

Section III – Plan Asset Information (Continued)

Statement of Changes in Audited Assets for the Years Ended December 31, 2025 and 2024

	12/31/2025	12/31/2024
Additions		
1. Contributions		
a. Employer	$ 1,056,131	$ 1,134,540
b. Employees	0	0
c. Total	$ 1,056,131	$ 1,134,510
2. Investment Income		
a. Interest and dividends	$ 569,274	$ 855,835
b. Net appreciation in fair value	3,241,083	1,822,031
c. Total	$ 3,810,357	$ 2,677,866
3. Other Additions	0	0
Total Additions	**$ 4,866,488**	**$ 3,812,376**
Deductions		
4. Benefit Payments	$ 3,143,249	$ 3,126,893
5. Expenses		
a. Investment-related	$ 82,008	$ 80,048
b. Administrative[1]	0	0
c. Total	$ 82,008	$ 80,048
Total Deductions	**$ 3,225,257**	**$ 3,206,941**
Net Increase in Assets	**$ 1,641,231**	**$ 605,435**
Market Value of Assets (Fiduciary Net Position)		
Beginning of Year	$ 33,957,381	$ 33,351,946
End of Year	$ 35,598,612	$ 33,957,381
Rate of Return		
Net of Investment-Related Expenses	11.45%	8.12%
Gross	11.72%	8.38%
Investment-Related Expenses (Direct)	0.27%	0.26%

[1] GBRA pays all administrative expenses from other than plan assets.

Section III – Plan Asset Information (Continued)

Development of Actuarial Value of Assets

Calculation of Actuarial Investment Gain/(Loss) Based on Market Value for Plan Years				
	2025	2024	2023	2022
1. Market Value of Assets as of Beginning of Year	$33,957,381	$33,351,946	$31,976,720	$39,957,755
2. Employer Contributions	1,056,131	1,134,510	974,218	835,000
3. Benefit Payments	(3,143,249)	(3,126,893)	(2,958,542)	(2,528,889)
4. Expected Investment Return [1]	2,035,111	1,998,599	1,916,239	2,427,030
5. Expected Market Value of Assets as of End of Year	$33,905,374	$33,358,162	$31,908,635	$40,690,896
6. Actual Market Value of Assets as of End of Year	35,598,612	33,957,381	33,351,946	31,976,720
7. Actuarial Investment Gain/(Loss)	$ 1,693,238	$ 599,219	$ 1,443,311	$ (8,714,176)
8. Market Value Rate of Return Net of Expenses	11.45%	8.12%	10.96%	(16.19)%
9. Rate of Actuarial Investment Gain/(Loss)	5.20%	1.87%	4.71%	(22.44)%

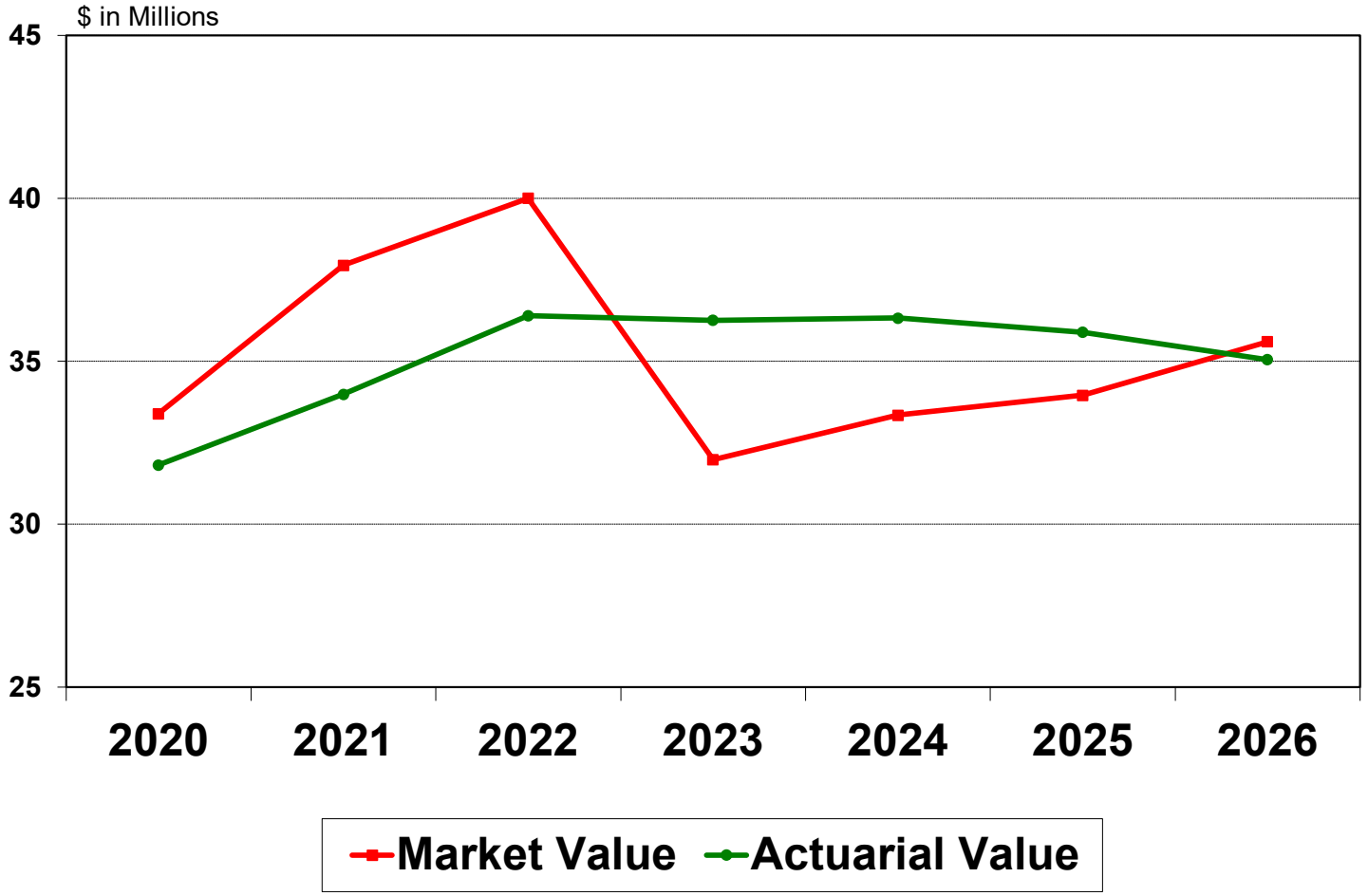
[1] Assuming (1) uniform distribution of payments during the plan year, (2) contributions at the end of October each year, and (3) expected rate of return of 6.25%.

Deferred Actuarial Investment Gains/(Losses) to be Recognized in Future Years			
Plan Year	Investment Gain/(Loss)	Deferral Percentage	Deferred Gain/(Loss) Amount as of 12/31/2025
2025	$ 1,693,238	80%	$ 1,354,590
2024	599,219	60%	359,531
2023	1,443,311	40%	577,324
2022	(8,714,176)	20%	(1,742,835)
Total			$ 548,610

Actuarial Value of Assets as of December 31, 2025	
10. Market Value of Assets as of December 31, 2025	$ 35,598,612
11. Deferred Gain/(Loss) to be Recognized in Future	548,610
12. Actuarial Value of Assets as of December 31, 2025 (Item 10 – Item 11)	$ 35,050,002
13. Write Up/(Down) of Assets (Item 12 – Item 10)	$ (548,610)

Section III – Plan Asset Information (Continued)

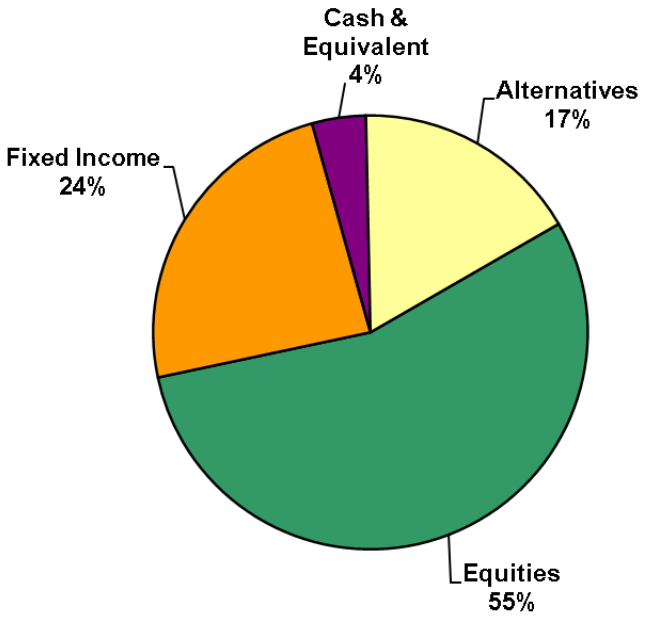
Historical Comparison of Market and Actuarial Value of Assets
(Valuation as of January 1)



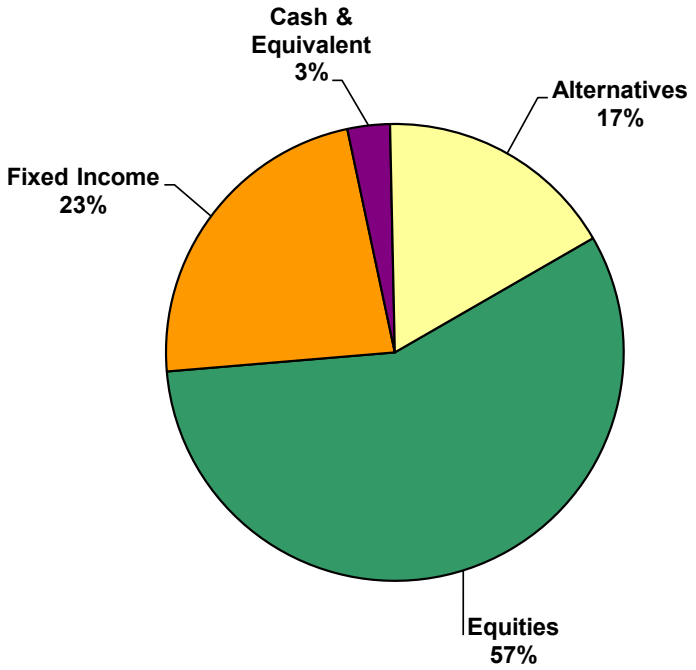
Section III – Plan Asset Information (Continued)

Comparison of Market Value Asset Allocation as of the Prior and Current Actuarial Valuation Dates

January 1, 2025



January 1, 2026



Section IV – Actuarial Methods and Assumptions

A. Actuarial Methods

1. Actuarial Cost Method

For a frozen plan, no actuarial cost method is required. Even though the definition of the plan's supplemental benefit makes the plan not truly frozen, we have projected the supplemental benefits for the active participants and treated those benefits in the same manner as the deferred frozen benefits. So there is no normal cost for the supplemental benefits. The primary calculations are the actuarial present value of future benefits of benefits in pay status and of deferred benefits. The unfunded actuarial liability (UAL) is the amount by which the present value of future benefits exceeds the current plan assets. The UAL is recalculated each time a valuation is performed. Experience gains and losses, which represent deviations of the UAL from its expected value based on the prior valuation, are determined at each valuation and are amortized as part of the newly calculated UAL.

2. Funding Method

The minimum recommended contribution is the amount to amortize the remaining UAL over five years with annual dollar payments. The Retirement and Benefit Committee will decide from year to year whether to recommnend that the GBRA Board of Directors also approve a supplemental contribution, When the plan is first overfunded, then supplemental contributions would be made each year until the funded ratio is at least 110%.

3. Actuarial Value of Assets Method

All assets are valued at market value, with an adjustment made to uniformly spread actuarial gains or losses (as measured by actual market value investment return vs. expected market value investment return) over a five-year period.

B. Actuarial Assumptions

1. Mortality

PubG-2016 (general employees) total dataset mortality tables for employees and for retirees (sex distinct), projected for mortality improvement generationally using the projection scale MP-2021.

2. Termination

There is no need for assumed termination rates with a frozen plan. For the frozen benefit, all employees are assumed to have terminated employment as of December 31, 2018. For the supplemental benefit, all employees are assumed to work for GBRA to the later of December 31, 2026 and the end of the month of attaining age 65.

3. **Investment Return**

Current and future plan assets are assumed to reflect an annual investment return of 6.25% net of investment-related expenses. See Exhibit 1 for our review of the economic assumptions.

4. **Compensation Increase**

There is no need to project compensation after 2018 for the frozen benefit as of December 31, 2018. However, the supplemental benefit is based on a projected Plan benefit if the Plan were to continue with its provisions in effect just before December 31, 2018. In addition, the supplemental benefit is based on a projected benefit in the TCDRS plan that was effective January 1, 2019. For both of those projected benefits, the compensation of each active participant was projected to increase 3.5% per year.

5. **Retirement Rates**

All participating employees are assumed to work for GBRA to the later of December 31, 2026 or the end of the month of attaining age 65. However, two employees who retired in the first part of 2026 were assumed to be in pay status reflecting their actual retirement dates for determining the present value of future benefits.

6. **Disability**

None were assumed.

7. **Inflation Component in Investment Return and Compensation Increase Assumptions**

2.75%

8. **Form of Payment**

a. Current pensioners: Actual form of payment.
b. Future pensioners: Normal form of payment (10 years certain and life).
c. Monthly benefits are payable the first of each month.

9. **Administrative Expenses**

The expenses will continue to be paid by GBRA and not from Plan assets.

Section V - Outline of Principal Plan Eligibility and Benefit Provisions Reflected in the Actuarial Valuation as of January 1, 2026

1. **Identifying Data**
   a. Plan name: Retirement Plan for Employees of Guadalupe-Blanco River Authority
   b. Type of plan: Defined benefit
   c. Plan sponsor: Guadalupe-Blanco River Authority
   d. Plan Year: January 1 – December 31

2. **Participation**
   a. Minimum Age: none
   b. Maximum Age at Hire: none
   c. Service: 1 year in which 1,000 or more hours are completed
   d. Employee Classification: All except a Leased Employee or an independent contractor
   e. Hire Date: first employed by the plan sponsor before January 1, 2011

3. **Contributions**
   a. Participant: none required
   b. Employer: all amounts necessary to adequately finance plan benefits

4. **Eligibility for Retirement**
   a. Normal Retirement: age 65
   b. Early Retirement: age 55 plus 15 years of vesting service

5. **Retirement Benefit Monthly Amounts**
   a. Normal Retirement: 1.30% of average monthly compensation per year of credited service
   b. Late Retirement: same as Normal Retirement increased by 5/9% for every month late retirement follows normal retirement
   c. Early Retirement:
      1) With Satisfaction of Rule of 85 (age and Accrual Service equal to eighty-five (85) or more years and age of sixty (60) or more years): amount equal to monthly normal retirement benefit accrued at early retirement date
      2) Without Satisfaction of Rule of 85: amount equal to monthly normal retirement benefit accrued at early retirement date reduced by 5/12% for every month early retirement precedes normal retirement
   d. Disability: amount payable at normal retirement age assuming continuation of service from date of disability to normal retirement age, but based on average monthly compensation at the date of disability

6. **Normal Form of Monthly Payment**
   10 years certain and life; other actuarially equivalent monthly payment forms are available

7. **Frozen DB Benefit**

   The plan was frozen as of December 31, 2018 and no additional benefits will accrue. All active participants became 100% vested in their accrued benefit as of that date, referred

to as the Frozen DB Benefit. It is payable in the normal form of payment at normal retirement age. It was calculated using the normal retirement benefit formula but using the amount of credited service and the average monthly compensation as of December 31, 2018. It excluded any unused sick leave.

This benefit is payable following termination of employment and upon either (a) reaching normal retirement age or (b) satisfying an early retirement or other commencement of benefit provision. It will be actuarially reduced if the participant's benefit commencement date is prior to his or her normal retirement date.

8. **Supplemental Benefit**

Participants with a Frozen DB Benefit are eligible for a Supplemental Benefit. This benefit is designed in an attempt to make up for the difference, if any, between (a) the projected benefit of the plan if the plan were to continue as it was before being frozen and (b) the sum of the Frozen DB Benefit and the employer-funded portion of the benefit in the TCDRS plan. It includes unused sick leave as described in item 12.

9. **Pre-retirement Death Benefits**

Payment of benefit which is actuarially equivalent to the present value of the participant's Frozen DB Benefit and Supplemental Benefit.

10. **Basis of Actuarial Equivalence for Optional Forms of Monthly Benefit**

8% and UP84 Mortality Table set back one year

11. **Average Monthly Compensation**

Gross compensation averaged over the three consecutive complete calendar years of highest total compensation over the last ten completed calendar years of employment. Except that the year in which a member terminates shall be considered a complete calendar year of employment, and the compensation for such calendar year shall be deemed equal to the annualized rate of compensation which he actually received for such calendar year, excluding any amount paid for unused vacation or for unused sick leave or for any reason related to termination of employment, and with the portion of such calendar year following such member's termination of employment being included in determining the number of months for which such compensation was received.

12. **Unused Sick Leave**

The Supplemental Benefit is calculated using the lesser of the amount of unused sick leave as of December 31, 2018 and the amount as of termination of employment, converting the hours of unused sick leave into credited service at the rate of one month of credited service for each 173.33 hours of unusual sick leave.

Section VI - Summary of Participant Data

Participant Data Reconciliation

	Active Participants	Current Payment Status	Deferred Payment Status	Total
1. As of January 1, 2025	41	129	33	203
2. Change of status				
a. normal retirement	0	3	(3)	0
b. late retirement	(1)	1	0	0
c. early retirement	(1)	1	0	0
d. disability	0	0	0	0
e. death	(1)	(7)	0	(8)
f. correction	0	0	0	0
g. vested termination	0	0	0	0
h. completion of payment	0	(3)	0	(3)
i. alternate payee	0	0	0	0
j. start of survivor benefit	0	5	0	5
k. net changes	(3)	0	(3)	(6)
3. New participants (rehire)	0	0	0	0
4. As of January 1, 2026	38	129	30	197

Distribution of Active Participants
by Age and Service as of January 1, 2026

	Years of Service									
Age	0-9	10-14	15-19	20-24	25-29	30-34	35-39	40+	Total	Percent
Under 25	0	0	0	0	0	0	0	0	0	0%
25-29	0	0	0	0	0	0	0	0	0	0
30-34	0	0	0	0	0	0	0	0	0	0
35-39	0	0	0	0	0	0	0	0	0	0
40-44	0	0	3	0	0	0	0	0	3	8
45-49	0	0	3	2	0	0	0	0	5	13
50-54	0	0	0	4	3	1	0	0	8	21
55-59	0	0	2	2	2	1	1	0	8	21
60-64	0	1	0	2	1	1	4	2	11	29
Over 65	0	0	0	0	1	0	1	1	3	8
Total	0	1	8	10	7	3	6	3	38	100%
Percent	0%	3%	21%	26%	18%	8%	16%	8%	100%	

Average age = 55.6 years
Average service = 26.4 years

Section VII - Definitions

1. Actuarial Liability	The Actuarial Present Value of future pension plan benefits as of the Valuation Date.
2. Actuarial Assumptions	Assumptions as to the occurrence of future events affecting pension costs, such as: mortality, termination, disablement and retirement; changes in compensation; rates of investment earnings and asset appreciation; and other relevant items.
3. Actuarially Equivalent	Of equal Actuarial Present Value, determined as of a given date, with each value based on the same set of Actuarial Assumptions.
4. Actuarial Gain (Loss)	A measure of the difference between actual experience and that expected based on the Actuarial Assumptions during the period between two Actuarial Valuation dates.
5. Actuarial Present Value	The value of an amount or series of amounts payable or receivable at various times, determined as of a given date (the Valuation Date) by the application of the Actuarial Assumptions.
6. Actuarial Valuation	The determination, as of a Valuation Date, of the Actuarial Liability, Actuarial Value of Assets and related Actuarial Present Values for a pension plan.
7. Actuarial Value of Assets	The value of cash, investments and other property belonging to a pension plan, as determined by a method and used by the actuary for the purpose of an Actuarial Valuation.
8. Plan Year	A 12-month period beginning January 1 and ending December 31.
9. Projected Benefits	Those pension plan benefit amounts that are expected to be paid at various future times according to the Actuarial Assumptions, taking into account such items as the effect of advancement in age and past and anticipated future qualified service.
10. Overfunded Actuarial Liability	The excess, if any, of the Actuarial Value of Assets over the Actuarial Liability.

11. Unfunded Actuarial Liability	The excess, if any, of the Actuarial Liability over the Actuarial Value of Assets.
12. Valuation Date	The date upon which the Actuarial Liability and Actuarial Value of Assets are determined. Generally, the Valuation Date will coincide with the beginning of a Plan Year.

Exhibit 1

Retirement Plan for the Employees of Guadalupe-Blanco River Authority
Review of the Actuarial Economic Assumptions
for the January 1, 2026 Actuarial Valuation

Theoretical Investment Return Assumption Development

	Gross Annual Real Rate of Investment Return (ROR)[1]	Estimated Investment Expenses[2]	Net Real ROR	Asset Allocation 12/31/25 Actual[3]	Asset Allocation Current Target[4]	Asset Allocation More in Fixed Income
Domestic Equity						
Large Cap Growth (Alspring Growth)	6.5%	1.00%	5.50%	13.7%	13%	14%
Large Cap Value (Diamond Hill, Kerusso)	6.5	0.87	5.63	25.6	25	12
Small Cap Blend (Eastern Shore)	7.0	1.15	5.85	5.3	5	5
				44.6	43	31
International Equity						
Developed Large Cap (Vanguard)	7.0	0.29	6.71	12.7	12	12
Emerging Markets (TBD)	8.0	1.10	6.90	0.0	0	0
				12.7	12	12
Fixed Income						
Global (Brandywine)	2.5	0.70	1.80	7.9	10	12
Domestic Core (Johnson)	2.0	0.50	1.50	15.2	17	23
Emerging Market (TBD)	3.0	0.91	2.09	0.0	0	0
				23.1	27	35
Alternatives						
Private Real Estate (TerraCap Partners)	6.0	1.75	4.25	5.4	8	8
Multistrategy Fund (Ironwood)	4.0	1.45	2.55	11.7	8	8
				17.1	16	16
Cash	0.0	0.00	0.00	2.5	2	6
				100.0%	100%	100%
Weighted Average Net Real ROR Assumption				4.26%	4.20%	3.65%
Possible Theoretical Annual Investment Return Assumption – Net Real ROR Plus Assumed Annual Rate of Inflation						
Assumed 2.75% Inflation				7.01%	6.95%	6.40%

[1] A gross annual real rate of investment return is the long-term total average annual rate of investment return, before any expenses, that is in excess of the assumed annual inflation rate. These are assumptions made by Rudd and Wisdom, Inc.

[2] These assumed investment-related expenses are based on information from the investment consulting firm CBIZ and include both direct and indirect expenses, with an addition of 0.25% for bank custody fees and the fees of CBIZ.

[3] This allocation is from the investment consultant's 12/31/2025 report.

[4] The current target asset allocation for category totals was in the investment consultant's 12/31/2025 report. For each manager within a category, we were loosely guided by the December 31, 2025 actual allocation for subdividing the category total.

Exhibit 1 (continued)

Price Inflation in the USA – Average Annual Rates of Increase in the CPI-U

Years (Dec. to Dec.)	Number of Years	Average Annual Increase
1960 – 2025	65	3.74%
1965 – 2025	60	3.94
1970 – 2025	55	3.89
1975 – 2025	50	3.59
1980 – 2025	45	2.98
1985 – 2025	40	2.75
1990 – 2025	35	2.56
1995 – 2025	30	2.52
2000 – 2025	25	2.52
2005 – 2025	20	2.52

Most inflation forecasts are for 10 years or less. For example, the average 10-year forecast in the June 2026 Livingston Survey published by the Federal Reserve Bank of Philadelphia was 2.33%. However, 10 years is too short a forecast period for a public employee defined benefit pension plan. In the 2026 annual report of the OASDI Trust Funds (Social Security), the ultimate inflation assumptions for their 75-year projections are 3.0%, 2.4%, and 1.8% for the low-cost, intermediate, and high-cost assumptions, respectively. Looking at the average annual increase in the CPI-U over historical periods of 30 to 65 years above and considering the Social Security forecasts, we believe that reasonable assumed rates of inflation for the long-term future would range from 2.25% to 3.00%.

Comparison of Actuarial Economic Assumptions

Actuarial Assumption[A]	1/1/2025 Actuarial Economic Assumptions	1/1/2026 Actuarial Economic Assumptions
Inflation (Price)	2.75%	2.75%
Net real rate of return[B]	3.50%	3.50%
Net total investment return[B]	6.25%	6.25%
Compensation increase[C]	3.50%	3.50%
Administrative expenses[D]	N/A	N/A

[A] All assumptions are annual rates.
[B] Net of all investment-related expenses, direct and indirect, paid from plan assets.
[C] Annual general compensation increase used for projecting the supplemental benefit.
[D] There is no need for an assumption regarding administrative expenses paid from plan assets because GBRA pays those expenses.

Exhibit 2

A. Historical Asset Information

Date	Total Contribution	Benefit Payments	Net Cash Flow (2) – (3)	Market Value of Assets	(4) ÷ (5)	Rate of Return
(1)	(2)	(3)	(4)	(5)	(6)	(7)
12/31/2025	$1,021,131	$3,143,249	$ (2,122,118)	$ 35,598,612	(6.0)%	11.45%
12/31/2024	1,099,510	3,126,893	(2,027,383)	33,957,381	(6.0)	8.12
12/31/2023	939,218	2,958,542	(2,019,324)	33,351,946	(6.1)	10.96
12/31/2022	800,000	2,528,889	(1,728,889)	31,976,720	(5.4)	(16.19)
12/31/2021	942,428	2,406,550	(1,464,122)	39,957,755	(3.7)	9.36
12/31/2020	1,000,000	1,945,699	(945,699)	37,947,141	(2.5)	16.86
12/31/2019	1,003,540	1,817,087	(813,547)	33,392,523	(2.4)	19.62
12/31/2018	1,128,049	1,644,165	(516,116)	28,731,703	(1.8)	(4.66)

B. Historical Actuarial Information

Valuation Date	Actuarial Liability (AL)	Actuarial Value of Assets	Unfunded AL (2) – (3)	Funded Ratio (3) ÷ (2)	Assumed Rate of Return
(1)	(2)	(3)	(4)	(5)	(6)
1/1/2026	$40,169,169	$35,050,002	$ 5,119,167	87.3%	6.25%
1/1/2025	40,159,686	35,887,412	4,272,274	89.4	6.25
1/1/2024	40,933,847	36,333,641	4,600,206	88.8	6.25
1/1/2023	40,838,270	36,255,883	4,582,387	88.8	6.25
1/1/2022	40,279,239	36,361,158	3,918,081	90.3	6.25
1/1/2021	39,731,531	33,993,324	5,738,207	85.6	6.50
1/1/2020	37,794,042	31,821,263	5,972,779	84.2	6.50
1/1/2019	35,544,198	30,900,491	4,643,707	86.9	6.75

Exhibit 3

Other Disclosures

Potential Risks

- Investment risk is the potential that investment returns will be different than assumed. Adverse investment experience would increase the unfunded actuarial liability (UAL). Favorable investment experience would have the opposite effect.

- Longevity risk is the potential that retirees and surviving spouses may live longer or shorter than expected.

- Other demographic risks are the potential that active members may terminate, become disabled, die, or retire at times other than assumed.

Plan Maturity Measures

The following measures may help the committee and the authority better understand some of the potential risks described above. The measures are for the year ending December 31.

Measure	2025	2024	2023	2022	2021	2020
1. Ratio of retired life actuarial liability to total actuarial liability	82.6%	81.2%	80.7%	76.9%	68.6%	63.3%
Commentary: Mature plans have 50% or more of the total actuarial liability attributable to retirees and surviving spouses. Frozen plans will have even higher ratios than a mature open plan. Frozen and mature plans are generally more sensitive to investment and longevity risk.						
2. Ratio of net cash flow (contributions less benefit payments) to assets	-6.0%	-6.0%	-6.1%	-5.4%	-3.7%	-2.5%
Commentary: A negative net cash flow means benefit payments exceed contributions. A certain amount of negative net cash flow is expected as a plan matures. Frozen plans will have even more negative net cash flow ratios than mature open plans, making them increasingly sensitive to investment risk.						

Negative Amortization

- As of this actuarial valuation, the plan has no negative amortization. The unfunded actuarial liability is expected to gradually decrease from one actuarial valuation to the next.

Reasonable Actuarially Determined Contribution

- The minimum actuarially determined contribution (ADC) on page 3 is a reasonable ADC consistent with actuarial standards of practice.

Exhibit 3 (continued)

Actuarial Valuation Software

- We have utilized software licensed from Winklevoss Technologies, LLC in the development of the liabilities summarized in the report. We have independently confirmed the model developed by Winklevoss and have sufficiently tested it to ensure the model is an accurate representation of the plan's liabilities.

Low-Default-Risk Obligation Measure (LDROM)

- The LDROM is a required disclosure calculated as of the date of the actuarial valuation using a discount rate based on high quality bond yields instead of the expected return on the plan's diversified investment portfolio.

Low-Default-Risk Obligation Measure	$45,892,572
Actuarial Accrued Liability	$40,169,169

- The difference between the LDROM and the actuarial accrued liability determined in this actuarial valuation could be viewed as the expected savings from investing in the plan's diversified portfolio instead investing only in high quality bonds.

- For our calculation of the LDROM, we have used the same actuarial cost method and actuarial assumptions from this actuarial valuation summarized in Section IV, except for an assumed discount rate of 4.83% instead of the investment return assumption of 6.25%. To determine the assumed discount rate, we used the Bond Buyer Index of general obligation bonds with 20 years to maturity, which has an average rating roughly equivalent to Moody's Investors Services' Aa2 rating and Standard and Poor's Corporation AA. The weekly index closest to the December 31, 2025 measurement date was 4.83%.

- Because the plan's assets are not invested only in high-quality bonds, the LDROM does not reflect the plan's actuarial condition, nor does it offer insights into the total contribution required for an adequate contribution arrangement or the security of participant benefits.

ACTION ITEM

9. Consideration of and possible action approving two resolutions authorizing the issuance of $44,705,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) and $35,000,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project); authorizing the sale thereof to the Texas Water Development Board (TWDB) through its State Water Implementation Fund for Texas (SWIFT) Program; approving and authorizing the execution of a Paying Agent/Registrar Agreement and Escrow Agreements with UMB Bank, N.A. related to such bonds; approving and authorizing all other instruments and procedures related thereto; and providing for an immediate effective date. **(Randy Staats)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 9
Action

Action Requested: Consideration of and possible action approving two resolutions authorizing the issuance of $44,705,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) and $35,000,000 in aggregate principal amount of Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project); authorizing the sale thereof to the Texas Water Development Board (TWDB) through its State Water Implementation Fund for Texas (SWIFT) Program; approving and authorizing the execution of a Paying Agent/Registrar Agreement and Escrow Agreements with UMB Bank, N.A. related to such bonds; approving and authorizing all other instruments and procedures related thereto; and providing for an immediate effective date.

Staff: Randy Staats, Executive Manager of Finance/CFO

Background: The Carrizo Groundwater Supply Expansion Project will provide up to 24,000 acre-feet of treated groundwater for customers of the project. The customers include New Braunfels Utilities, City of Lockhart, Goforth Special Utility District, and new customers County Line Special Utility District, Maxwell Special Utility District, and Camino Real Utility.

GBRA previously closed on $212,955,000 from the original TWDB commitment and $195,335,000 from the TWDB commitment related to the expansion of the project. Increasing costs of the project, including easement acquisition, construction escalation, and additional requests from customers, have led to the need to obtain additional funds.

Financing Agreements, required by the TWDB, were authorized by the Board of Directors on August 19 of this year and have since been executed. The closing and receipt of funds are expected on November 20th of this year.

Item: Approval of two resolutions to authorize the issuance of bonds to the Texas Water Development Board (TWDB) to obtain funding for the Carrizo Groundwater Supply Expansion Project.

RESOLUTION AUTHORIZING THE ISSUANCE OF $44,705,000 IN AGGREGATE PRINCIPAL AMOUNT OF *GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026A (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)*; AUTHORIZING THE SALE THEREOF TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) THROUGH ITS *STATE WATER IMPLEMENTATION FUND FOR TEXAS* (SWIFT) PROGRAM; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT WITH UMB BANK, N.A. RELATED TO SUCH BONDS; APPROVING AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

DATE OF APPROVAL: OCTOBER 21, 2026

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Form of Private Placement Memorandum ..... Exhibit D
Form of Escrow Agreement ..... Exhibit E

RESOLUTION AUTHORIZING THE ISSUANCE OF $44,705,000 IN AGGREGATE PRINCIPAL AMOUNT OF *GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026A (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)*; AUTHORIZING THE SALE THEREOF TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) THROUGH ITS *STATE WATER IMPLEMENTATION FUND FOR TEXAS* (SWIFT) PROGRAM; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT WITH UMB BANK, N.A. RELATED TO SUCH BONDS; APPROVING AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

STATE OF TEXAS §

GUADALUPE-BLANCO RIVER AUTHORITY §

WHEREAS, the **GUADALUPE-BLANCO RIVER AUTHORITY** ("***GBRA***") is an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the provisions of Chapter 75, Acts of the 43rd Legislature, First Called Session, 1933, as amended (the "***GBRA Act***"); and

WHEREAS, Section 1 of the GBRA Act provides that "*the creation of the District is hereby determined to be essential to the accomplishment of the purposes of Section 59 of Article 16 of the Constitution of the State of Texas, including (to the extent hereinafter authorized) the control, storing, preservation and distribution of storm and flood waters, the waters of rivers and streams, including the Guadalupe and Blanco Rivers and their tributaries for irrigation, power, and all other useful purposes, the reclamation and irrigation of arid, semiarid and other lands needing irrigation, the reclamation and drainage of overflowed lands, and other lands needing drainage (but not to reclaim or drain coastal wetlands or inland marshes), the conservation and development of the forests, water and hydro-electric power of the State of Texas and the navigation of inland waters, and the preservation and conservation of all such natural resources of the State are hereby declared public rights and duties of the District" (emphasis added)*; and

WHEREAS, among numerous powers granted under the GBRA Act:

(i) Section 2(a) thereof authorizes GBRA to "*control, store and preserve, within or adjoining the boundaries of the District, the waters of any rivers and streams, including the waters of the Guadalupe and Blanco Rivers and their tributaries, for all useful purposes, and to use, distribute and sell the same, within the boundaries of the District, for any such purposes*";

(ii) Section 2(b) thereof authorizes GBRA to "*conserve, preserve and develop underground waters within the boundaries of the District (subject to any applicable regulation by the State or any political subdivision) for all useful purposes, and to use, distribute and sell the same, within the boundaries of the District for any such purposes*";

(iii) Section 2(c) thereof authorizes GBRA to "*acquire water, water supply facilities and conservation storage capacity within or without the District from any person, including the State or any of its agencies and subdivisions and the United States of America and any of its agencies and subdivisions*";

(iv) Section 2(l) thereof authorizes GBRA to "*acquire by purchase, lease, gift or in any other manner (otherwise than by condemnation)*[1] *and to maintain, use and operate any and all property of any kind, real, personal, or mixed, or any interest therein, within or without the boundaries of the District, necessary or convenient to the exercise of the powers, rights, privileges and functions conferred upon it by this Act"*;

(v) Section 2(p) thereof authorizes GBRA to "*construct, extend, improve, maintain, and reconstruct, to cause to be constructed, extended, improved, maintained, and reconstructed, and to use and operate, any and all facilities of any kind necessary or convenient to the exercise of such powers, rights, privileges and functions*";

(vi) Section 2(v) thereof authorizes GBRA to "*make contracts and to execute instruments necessary or convenient to the exercise of the powers, rights, privileges, and functions conferred upon it by this Act or General Law for such term and with such provisions as the Board hereinafter referred to may determine to be in the best interest of the District, including, without in any way limiting the generality of the foregoing, contracts with persons, including the State of Texas, the United States of America and any corporation or agency thereof and districts, cities, towns, persons, organizations, associations, firms, corporations, entities or others, as such Board may deem necessary or proper for, or in connection with, any corporate purpose to provide for the construction, acquisition, ownership, financing, operation, maintenance, sale, leasing to or from, or other use or disposition of any facilities authorized to be developed, preserved, conserved, acquired, or constructed under this Act or General Law, including any improvements, structures, facilities, equipment and all other property of any kind in connection therewith and any lands, leaseholds, easements and any interest in any of the foregoing*"; and

(vii) Section 2(x) thereof authorizes GBRA to "*borrow money for its corporate purposes and, without limitation of the generality of the foregoing, to borrow money and accept grants from persons, including the State of Texas, the United States of America, or from any corporation or agency created or designated by the State of Texas or the United States of*

[1]The power to condemn property is granted by Section 2(m) of the GBRA Act and other applicable state law.

America, and, in connection with any such loan or grant, to enter into such agreements as the State of Texas or the United States of America or such corporations or agency may require; and to make and issue its negotiable bonds or notes for moneys borrowed, in the manner and to the extent provided in this Act, and to refund or refinance any outstanding bonds or notes and to make and issue its negotiable bonds or notes thereof in the manner and to the extent provided in this Act. Nothing in this Act shall authorize the issuance of any bonds, notes, or other evidences of indebtedness of the District, except as specifically provided in this Act, and no issuance of bonds, notes, or other evidences of indebtedness of the District shall ever be authorized except by this Act or General Law; and

WHEREAS, the Board of Directors previously has approved and authorized GBRA to plan, design, acquire, construct and equip a new groundwater supply project, known generally as the "Carrizo Groundwater Supply Project," which primarily consists of the acquisition of groundwater leases for the Carrizo Aquifer water in Gonzales and Caldwell counties, and the construction and equipping of facilities to pump, treat, and convey groundwater in and from Gonzales and Caldwell counties, including but not limited to water treatment plant(s) and associated facilities, and facilities to convey treated water through and to Gonzales, Guadalupe, Caldwell, Hays, and Comal counties, as well as storage and blending facilities, and other facilities necessary or desirable for the supply of treated water to GBRA customers (the "***Carrizo Groundwater Supply Project***"); and

WHEREAS, the Carrizo Groundwater Supply Project is a component of an overall water supply project known generally by GBRA as the "Mid-Basin Project"; and

WHEREAS, GBRA and the *Alliance Regional Water Authority* ["***Alliance***," which was formerly known as the *Hays Caldwell Public Utility Agency* and is comprised of the cities of San Marcos, Kyle, and Buda, and the Canyon Regional Water Authority (which represents County Line Special Utility District, Crystal Clear Special Utility District, Green Valley Special Utility District, and Martindale Water Supply Corporation)] have entered into a *Water Treatment and Delivery Agreement*, executed and effective as of June 27, 2018 (the "***Regional Agreement***") relating to the Carrizo Groundwater Supply Project pursuant to which, among other things:

(i) Alliance will own the property interests in the "Project Facilities" (generally defined and described in the Regional Agreement as the water treatment plant and those water transmission lines, pump stations, metering equipment, piping, control devices, systems and appurtenances at delivery points, and other associated improvements to be used for the purpose of (a) receiving untreated groundwater from both parties in a volume, rate, and quality set forth in the Regional Agreement, and (b) delivering treated water to each party at the locations, volume, rate, and quality set forth in the Regional Agreement), and any improvements to the Project Facilities;

(ii) GBRA will own capacity in the Project Facilities in the amount set forth in the Regional Agreement; and

(iii) GBRA and Alliance each will issue bonds to fund their proportional costs of the Project Facilities based on each party's ownership capacity; and

WHEREAS, in 2018, GBRA executed a separate *Gonzales Carrizo Water Supply Project Treated Water Agreement* with New Braunfels Utilities, the City of Lockhart, and Goforth Special Utility District (collectively referred to as the "***Initial Customers***") to annually supply up to 15,000 acre feet of treated water from the Carrizo Groundwater Supply Project; and

WHEREAS, in 2018, 2019, 2020, and 2021, GBRA issued or incurred debt (defined and further described in Section 7 herein as the "***Initial Project Bonds***") to finance the acquisition of its portion of groundwater leases and the construction of the Carrizo Groundwater Supply Project and completed in 2024 the construction of those portions of the Carrizo Groundwater Supply Project necessary to pump, treat, and transport up to 15,000 acre feet annually of groundwater from the well fields in Gonzales and Caldwell counties to the Initial Customers serve the Initial Customers; and

WHEREAS, the initial portion of the Carrizo Groundwater Supply Project to provide up to 15,000 acre feet of treated water to the Initial Customers as described above is herein referred as the "***Initial Project***"); and

WHEREAS, GBRA was advised by an Initial Customer, two other public entities, and a private entity that they require an additional source of water to meet their retail water demands in the future and have determined that obtaining water from the Carrizo Groundwater Supply Project was in their best interests; consequently, GBRA and such entities entered into a memorandum of understanding in 2021, the purpose of which was to identify their respective water supply needs, the infrastructure necessary to expand the Initial Project in order to supply such additional water through the Carrizo Groundwater Supply Project to the Expansion Customers (herein referred to as the "***Expansion Project***"), and the estimated total capital costs for such expansion infrastructure; and

WHEREAS, as of the date of passage of this Resolution, GBRA has entered into a separate *Treated Water Supply Agreement* with three public entities[2] for the purpose of selling and delivering annually up to

[2]GBRA has also entered into a *Gonzales Carrizo Water Supply Project Treated Water Supply Agreement* with a private entity known as Camino Real Utility, a Texas limited liability company ("***Camino Real***") (i) will be committed to purchase 2,419 acre-feet of treated water per Fiscal Year from the Carrizo Groundwater Supply Project, (ii) will contribute cash to GBRA to pay its pro rata portion of the costs to plan, design, acquire, construct and equip the Carrizo Groundwater Supply Project, and (ii) will have no obligation to pay any portion of the "Shared Project Debt Service Charge" (relating to the payment of debt service on the Initial Project Bonds), the "Expansion Bonds Debt Service Charge" (relating to the payment of debt service on the Expansion Bonds), or the "Additional Bonds Debt Service Charge" relating to the payment of debt service on any "Additional Bonds" issued in the future by GBRA to plan, design, construct, acquire, repair, extend, replace, improve, upgrade, or expand the Carrizo Groundwater Supply Project (as such capitalized terms are defined and more fully described in the Expansion Project Water Supply Agreements. Accordingly, while Camino Real is a customer of GBRA for purposes of purchasing treated water

approximately 9,000 additional acre feet of treated water through the Carrizo Groundwater Supply Project, which agreements are further described as follows:

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and County Line Special Utility District, effective as of June 29, 2022;

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and Goforth Special Utility District, effective as of June 29, 2022;

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and Maxwell Special Utility District, effective as of June 29, 2022;

WHEREAS, the Treated Water Supply Agreements described above, together with any amendments thereto, are collectively referred to herein as the "***Expansion Project Water Supply Agreements***," and the three public entities with whom GBRA has entered into the Expansion Project Water Supply Agreements described above are referred to herein, and defined in Section 7 hereof, as the "***Expansion Customers***"; and

WHEREAS, on April 20, 2022, the Board of Directors of GBRA authorized the submission of an *Application for Financial Assistance* (the "***Initial Application***") to the **TEXAS WATER DEVELOPMENT BOARD** (the "***Texas Water Development Board***" or the "***TWDB***"), pursuant to which GBRA requested financial assistance in the aggregate amount of up to *$112,335,000* from the TWDB's *State Water Implementation Fund for Texas* ("***SWIFT***") program to finance the costs to plan, design, acquire, construct and equip the Expansion Project; and

WHEREAS, the TWDB reviewed the Initial Application and, pursuant to Resolution No. 22-067 adopted on July 27, 2022, approved a commitment to provide financial assistance to GBRA for the costs of the Expansion Project by committing to purchase up to *$112,335,000* principal amount of "Contract Revenue Bonds" over a period of two years (the "***2022 TWDB Expansion Project Commitment***"), of which (i) *$39,670,000* in aggregate principal amount of its *Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project)* (the "***Series 2022 Bonds***"), were issued and delivered by GBRA, and purchased by the TWDB on November 18, 2022, and (ii) *$72,665,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2023 (Low-Interest Financing)*

through the Carrizo Groundwater Supply Project, it is not an Expansion Customer for purposes of this Resolution, and it will not provide any funds to pay debt service relating to the Initial Project Bonds or the Expansion Bonds.

(Carrizo Groundwater Supply Expansion Project) (the "***Series 2023 Bonds***") were issued and delivered by GBRA, and purchased by the TWDB on November 17, 2023; and

WHEREAS, on April 17, 2024, the Board of Directors of GBRA authorized the submission of an *Application for Financial Assistance* (the "***Application***") to the TWDB, pursuant to which GBRA requested financial assistance in the aggregate amount of up to *$87,705,000* from the TWDB's SWIFT program to finance the costs to plan, design, acquire, construct and equip the Expansion Project (including, particularly, to cover updated project cost and contingency estimates resulting from more detailed design engineering analyses, and increasing construction and material costs, and overages in easement acquisition costs for Expansion Project); and

WHEREAS, the TWDB reviewed the Application and, pursuant to Resolution No. 24-062 adopted on July 23, 2024, approved a commitment to provide financial assistance to GBRA for the costs of the Expansion Project by committing to purchase up to *$87,705,000* principal amount of "Contract Revenue Bonds" over multiple years (the "***2024 TWDB Expansion Project Commitment***"), of which (i) $40,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2024 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 12, 2024 [(the "***Series 2024 Bonds***"), and (ii) $3,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2025B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 21, 2025 (the "***Series 2025B Bonds***"), leaving $44,705,000 in remaining financial commitment under TWDB Resolution No. 24-062; and

WHEREAS, on April 16, 2025, the Board of Directors of GBRA authorized the submission of an *Application for Financial Assistance* (the "***Application***") to the TWDB, pursuant to which GBRA requested financial assistance in the aggregate amount of up to *$40,000,000* from the TWDB's SWIFT program to finance the costs to plan, design, acquire, construct and equip the Expansion Project (including, particularly, to cover updated project cost and contingency estimates resulting from required repairs, remediation, rehabilitation, and reconstruction, and increasing construction and material costs); and

WHEREAS, the TWDB reviewed the Application and, pursuant to Resolution No. 25-097 adopted on July 24, 2025, approved a commitment to provide financial assistance to GBRA for the costs of the Expansion Project by committing to purchase up to *$40,000,000* principal amount of "Contract Revenue Bonds" over multiple years (the "***2025 TWDB Expansion Project Commitment***" and, together with the 2022 TWDB Expansion Project Commitment and 2024 TWDB Expansion Project Commitment, the "***Prior TWDB Expansion Project Commitments***"), of which $40,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2025A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on October 15, 2025 (the "***Series 2025A Bonds***" and, together with the Series 2022 Bonds, the Series 2023 Bonds, and the Series 2024 Bonds, and the Series 2025B Bonds, the "***Previous Expansion Bonds***"); and

WHEREAS, on April 15, 2026, the Board of Directors of GBRA authorized the submission of an *Application for Financial Assistance* (the "***Application***") to the TWDB, pursuant to which GBRA requested financial assistance in the aggregate amount of up to *$35,000,000* from the TWDB's SWIFT program to finance the costs to plan, design, acquire, construct and equip the Expansion Project; and

WHEREAS, the TWDB reviewed the Application and, pursuant to Resolution No. 26-082 adopted on July 23, 2026, approved a commitment to provide financial assistance to GBRA for the costs of the Expansion Project by committing to purchase up to *$35,000,000* principal amount of "Contract Revenue Bonds" over multiple years, of which $35,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2026B is being issued and delivered by GBRA, and purchased by the Texas Water Development Board, concurrently with the hereinafter defined Series 2026A Bonds; and

WHEREAS, in order to provide additional funds to pay for the planning, designing, acquisition, construction and equipment of the Expansion Project, including updated project cost and contingency estimates not contemplated in the Prior TWDB Expansion Project Commitments resulting from required repairs, remediation, rehabilitation, and reconstruction, and increasing construction and material costs, the Board of Directors of GBRA finds and declares a public purpose and deems it advisable and in the best interests of GBRA to issue its *Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project)* (the ***"Series 2026A Bonds***") in the aggregate principal amount of *$44,705,000* (which shall be issued on a parity with the Previous Expansion Bonds), representing the third and final installment of the financial commitment provided by TWDB pursuant to Resolution No. 24-062, payable from and secured by a lien on and pledge of certain revenues received by GBRA from the Expansion Customers through the Expansion Project Water Supply Agreements (as further described and defined herein as the "***Pledged Revenues***"); and

WHEREAS, the Expansion Project Water Supply Agreements with the Expansion Customers require the Expansion Customers to pay, among other charges, generally on a pro rata basis, all operation, maintenance and administrative expenses related to GBRA's portion of the Carrizo Groundwater Supply Project, which expenses generally shall be charged to each Expansion Customer as the "*Gonzales Carrizo Delivery Charge*" through the application of the "*Gonzales Carrizo Delivery Rate*" to each Expansion Customer as described in Section 4.3 of the Expansion Project Water Supply Agreements; and

WHEREAS, the Expansion Project Water Supply Agreements further require the Expansion Customers to pay an amount sufficient to cover "*the total principal and interest requirements on the outstanding Expansion Bonds, plus a coverage factor not to exceed 10% of such principal and interest requirements*", which amount is collected through the application of the "*Expansion Bonds Debt Service Charge*" in accordance with Section 4.1(b) of the Expansion Project Water Supply Agreements and is described as "*an amount to be charged to and paid by the [Expansion] Customer and all other Tax-Exempt Expansion Customers during each Fiscal Year that Expansion Bonds are outstanding*"; and

WHEREAS, Section 4.1(b) of each Expansion Project Water Supply Agreement further provides that "*[t]he Expansion Bonds Debt Service Charge that is allocated to . . . [each Expansion] Customer by GBRA each Fiscal Year, in accordance with this Section 4.1 and all applicable bond resolutions (the "Customer's Pro Rata Expansion Bonds Debt Service Charge"), shall be the then current annual Expansion Bonds Debt Service multiplied by the quotient derived by dividing the Maximum Rate of Delivery by the aggregate maximum rates of delivery of all Tax-Exempt Expansion Customers and taking into account preferences . . . [each Expansion] Customer elects to exercise with respect to the structure of the debt service for each series of Expansion Bonds which differ from the structure of any other customer that enters into a similar agreement with GBRA to receive water from the Project, if any*"; and

WHEREAS, Section 4.1(b) of the Expansion Project Water Supply Agreements further provides that "*[f]ollowing the issuance of any debt creating or altering the amount of Expansion Bonds Debt Service, GBRA shall provide [each Expansion] Customer with a schedule showing the Customer's Pro Rata Expansion Bonds Debt Service Charge for all outstanding Expansion Bonds to be paid by the [Expansion] Customer for each Fiscal Year through the term of all Expansion Bonds . . ., but reserves the right to modify such schedule to correct any ambiguities or mistakes or account for any other changes deemed necessary and appropriate*"; and

WHEREAS, Section 10 of the GBRA Act provides that "*[a]ny and every indebtedness, liability or obligation of the District, for the payment of money, however entered into or incurred, and whether arising from contract, implied contract or otherwise, shall be payable (1) out of the revenues received by the District in respect to its properties, subject to any prior lien thereon conferred by any resolution or resolutions theretofore adopted as in this Act provided, authorizing the issuance of bonds or (2), if the Board shall so determine, out of the proceeds of sale by the District of bonds payable solely from such revenues"*; and

WHEREAS, GBRA is authorized by Section 11(c) of the GBRA Act to pledge to the payment of the principal of and the interest on bonds "*all or any part of the gross or net revenues thereafter received by the District in respect of the property, real, personal or mixed, to be acquired and/or constructed with such bonds or the proceeds thereof, or all or any part of the gross or net revenues thereafter, received by the District from whatever source derived*"; and

WHEREAS, Section 1201.042(a), Texas Government Code, provides that "*[a]n issuer may use the proceeds of a public security issued to finance the acquisition, construction, or improvement of a project or facility to: (1) pay interest on the public security while the project or facility is being acquired, constructed, or improved and for the year after it is acquired, constructed, or improved; (2) operate and maintain the project or facility during the estimated period of acquisition, construction, or improvement of the project or facility and for one year after it is acquired, constructed, or improved; (3) finance other funds relating to the public security, including debt service reserve and contingency; and (4) pay the cost or expense of the issuance of the public security*"; and

WHEREAS, the Series 2026A Bonds hereinafter authorized and designated are to be issued and delivered pursuant to the GBRA Act, Chapter 1201, Texas Government Code, and other applicable laws; and

WHEREAS, 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 Chapter 551, Texas Government Code;

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUADALUPE-BLANCO RIVER AUTHORITY, THAT:

SECTION 1. AMOUNT AND PURPOSE OF THE SERIES 2026A Bonds. The bond or bonds of GBRA (defined above as the Series 2026A Bonds and further described in Sections 2(a) and 3(a) below), which are to be purchased by the Texas Water Development Board as a "low interest loan" through its SWIFT program, are hereby authorized to be issued and delivered in the aggregate principal amount of ***$44,705,000 FOR THE PURPOSE OF PROVIDING A PORTION OF THE FUNDS TO (I) FINANCE COSTS FOR PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING AN EXPANSION OF A NEW GROUNDWATER SUPPLY PROJECT, KNOWN GENERALLY AS THE "CARRIZO GROUNDWATER SUPPLY PROJECT" (WHICH PRIMARILY CONSISTS OF THE ACQUISITION OF GROUNDWATER LEASES FOR THE CARRIZO AQUIFER WATER IN GONZALES AND CALDWELL COUNTIES, AND THE CONSTRUCTION AND EQUIPPING OF FACILITIES TO PUMP, TREAT, AND CONVEY GROUNDWATER IN AND FROM GONZALES AND CALDWELL COUNTIES, INCLUDING BUT NOT LIMITED TO WATER TREATMENT PLANT(S) AND ASSOCIATED FACILITIES, AND FACILITIES TO CONVEY TREATED WATER THROUGH AND TO GONZALES, GUADALUPE, CALDWELL, HAYS, AND COMAL COUNTIES, AS WELL AS STORAGE AND BLENDING FACILITIES, AND OTHER FACILITIES NECESSARY OR DESIRABLE FOR THE SUPPLY OF TREATED WATER TO GBRA CUSTOMERS); (II) PAY THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH EXPANSION PROJECT; (III) PROVIDE FUNDS TO PAY CAPITALIZED INTEREST; AND (IV) PAY COSTS OF ISSUANCE.***

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF THE SERIES 2026A BONDS.

(a) *Series 2026A Bonds*. Each bond issued pursuant to and for the purpose described in Section 1 of this Resolution shall be designated **GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026A (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)**, and initially there shall be issued, sold and delivered hereunder one fully registered Series 2026A Bond, without interest coupons, dated as of November 1, 2026, in the aggregate principal amount of *$44,705,000*, numbered T-1 (the "***Initial Series 2026A Bond***"),with Series 2026A Bonds issued in

replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Series 2026A Bond being payable to the initial purchaser designated in Section 29 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "***Registered Owner***"), and the Series 2026A Bonds shall mature and be payable serially on ***August 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

SERIES 2026A BONDS

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNT ($)
2030	1,025,000	2039	1,335,000	2048	1,895,000
2031	1,055,000	2040	1,385,000	2049	1,975,000
2032	1,080,000	2041	1,435,000	2050	2,060,000
2033	1,110,000	2042	1,490,000	2051	2,150,000
2034	1,140,000	2043	1,550,000	2052	2,245,000
2035	1,175,000	2044	1,610,000	2053	2,345,000
2036	1,210,000	2045	1,675,000	2054	2,445,000
2037	1,245,000	2046	1,745,000	2055	2,555,000
2038	1,290,000	2047	1,815,000	2056	2,665,000

(b) *Certain Definitions*. The term "Series 2026A Bonds" as used in this Resolution shall mean and include the Series 2026A Bonds initially issued and delivered pursuant to this Resolution and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Series 2026A Bond" shall mean any of the Series 2026A Bonds.

SECTION 3. INTEREST; ALLOCATION OF DEBT SERVICE PAYMENTS AMONG EXPANSION CUSTOMERS.

(a) *Series 2026A Bonds*. The Series 2026A Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF SERIES 2026A BONDS set forth in this Resolution to their respective dates of maturity at the rates per annum as set forth below:

SERIES 2026A BONDS

YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)
2030	3.110	2039	4.000	2048	4.430
2031	3.230	2040	4.050	2049	4.490
2032	3.290	2041	4.160	2050	4.510
2033	3.380	2042	4.180	2051	4.510
2034	3.420	2043	4.260	2052	4.560
2035	3.480	2044	4.250	2053	4.560
2036	3.580	2045	4.280	2054	4.600
2037	3.690	2046	4.320	2055	4.600
2038	3.910	2047	4.430	2056	4.600

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF SERIES 2026A BONDS set forth in this Resolution.

(b) *Allocation of Debt Service Payments Among Expansion Customers*. As noted in a recital above, Section 4.1(b) of each Expansion Project Water Supply Agreement requires GBRA to provide each Expansion Customer "*with a schedule showing the [Expansion] Customer's Pro Rata Expansion Bonds Debt Service Charge for all outstanding Expansion Bonds to be paid by the [Expansion] Customer for each Fiscal Year through the term of all Expansion Bonds*." In compliance with such requirement, attached as *Exhibit A* is a schedule showing the amount of the annual Gonzales Carrizo Debt Service Charge (but excluding the not to exceed 10% coverage amount GBRA may charge to all Expansion Customers) that is hereby allocated to each Expansion Customer in accordance with Section 4.1(b) of the Expansion Project Water Supply Agreements. Such schedule is based on (i) the principal maturity schedule and the respective interest rates for the Previously Issued Parity Obligations (as defined in Section 7 herein) set forth in the resolution authorizing such Obligations, and (ii) the principal maturity schedule and the respective interest rates of the Series 2026A Bonds set forth in Sections 2(a) and 3(a) of this Resolution, respectively, after taking into account preferences each Expansion Customer elected to exercise with respect to the structure of the debt service for the Previously Issued Parity Obligations and/or the Series 2026A Bonds which differ from the structure of any other Expansion Customer. A copy of *Exhibit A* (or similar document based upon the information set forth in *Exhibit A*) shall be promptly provided to each Expansion Customer upon the issuance of the Series 2026A Bonds. As further permitted in Section 4.1(b) of each Expansion Project Water Supply Agreement, GBRA has reserved the right "*to modify such schedule to correct any ambiguities or mistakes or account for any other changes deemed necessary and appropriate*"; accordingly, in the event GBRA reasonably determines that the payment obligations set forth in *Exhibit A* need to be modified in order to correct an ambiguity or mistake or account for any other change deemed necessary or appropriate, the General Manager/CEO, any Deputy General Manager, and the Designated Financial Officer (as defined in Section 7 of this Resolution) of GBRA are each hereby authorized to modify the payment obligations set forth in *Exhibit A* and provide each Expansion Customer with a revised *Exhibit A* or similar document reflecting such modifications; *provided, however*, any such modification shall assure that the total payments

to be made by all Expansion Customers (exclusive of the 10% coverage amount GBRA may charge to all Expansion Customers) will be sufficient to cover the annual debt service requirements on all bonds and other obligations issued or entered into by GBRA to finance the acquisition, construction and equipping of the Carrizo Groundwater Supply Project.

SECTION 4. REDEMPTION. The Series 2026A Bonds are subject to redemption as set forth in the FORM OF SERIES 2026A BONDS set forth in Section 6 of this Resolution.

SECTION 5. CHARACTERISTICS OF THE SERIES 2026A BONDS. (a) *Registration, Transfer, and Exchange; Authentication*. GBRA shall keep or cause to be kept at the designated corporate trust or commercial banking office (initially located in Austin, Texas) of **UMB BANK, N.A.** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Series 2026A Bonds (the "***Registration Books***"), and GBRA hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as GBRA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit B* is a copy of the Paying Agent/Registrar Agreement between GBRA and the Paying Agent/Registrar relating to the Series 2026A Bonds, which is hereby approved in substantially final form, and the Chair, Vice Chair and Secretary/Treasurer of the Board of Directors of GBRA are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Series 2026A Bond to which payments with respect to the Series 2026A Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Series 2026A Bonds shall be made within three business days after request and presentation thereof. GBRA shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Series 2026A Bond or Series 2026A Bonds shall be paid as provided in the FORM OF SERIES 2026A BONDS set forth in this Resolution. Registration of assignments, transfers and exchanges of Series 2026A Bonds shall be made in the manner provided and with the effect stated in the FORM OF SERIES 2026A BONDS set forth in this Resolution. Each substitute Series 2026A Bond shall bear a letter and/or number to distinguish it from each other Series 2026A Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Series 2026A Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Series 2026A Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Series 2026A Bonds and Series 2026A Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of GBRA or any other body or

person so as to accomplish the foregoing transfer and exchange of any Series 2026A Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Series 2026A Bonds in the manner prescribed herein, and said Series 2026A Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of the Series 2026A Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Series 2026A Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Series 2026A Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Series 2026A Bonds and Interest*. GBRA hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Series 2026A Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by GBRA and the Paying Agent/Registrar with respect to the Series 2026A Bonds.

(c) *In General*. The Series 2026A Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Series 2026A Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by GBRA at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Series 2026A Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Series 2026A Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and GBRA shall have certain duties and responsibilities with respect to the Series 2026A Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF SERIES 2026A BONDS set forth in this Resolution. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Series 2026A Bond issued in exchange for the Initial Bond issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF SERIES 2026A BONDS. In lieu of the executed Paying Agent/Registrar=s Authentication Certificate described above, the Initial Bond delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF SERIES 2026A BONDS below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of GBRA, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. GBRA covenants with the Registered Owners of the Series 2026A Bonds that at all times while the Series 2026A Bonds are outstanding GBRA will provide a competent and legally qualified bank, trust company, financial institution, or other agency with trust powers to act as and perform the services of Paying Agent/Registrar for the Series 2026A Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. GBRA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be

effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, GBRA covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Series 2026A Bonds, to the new Paying Agent/Registrar designated and appointed by GBRA. Upon any change in the Paying Agent/Registrar, GBRA promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Series 2026A Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Series 2026A Bonds*. Upon initial issuance, the ownership of each Series 2026A Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Series 2026A Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Series 2026A Bonds registered in the name of Cede & Co., as nominee of DTC, the GBRA and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2026A Bonds. Without limiting the immediately preceding sentence, the GBRA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2026A Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of the Series 2026A Bonds, as shown on the Registration Books, of any notice with respect to the Series 2026A Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Series 2026A Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Series 2026A Bonds. Notwithstanding any other provision of this Resolution to the contrary, the GBRA and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Series 2026A Bond is registered in the Registration Books as the absolute owner of such Series 2026A Bond for the purpose of payment of principal and interest with respect to such Series 2026A Bond, for the purpose of registering transfers with respect to such Series 2026A Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Series 2026A Bonds only to or upon the Resolution of the Registered Owners, as shown in the Registration Books 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 GBRA's obligations with respect to payment of principal of and interest on the Series 2026A Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Series 2026A Bond certificate evidencing the obligation of the GBRA to make payments of principal and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that

DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the GBRA determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the GBRA to DTC or that it is in the best interest of the beneficial owners of the Series 2026A Bonds that they be able to obtain certificated Series 2026A Bonds, the GBRA shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2026A Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Series 2026A Bonds and transfer one or more separate Series 2026A Bonds to DTC Participants having Series 2026A Bonds credited to their DTC accounts; *provided, however, in no event shall GBRA discontinue the use of DTC as the securities depository for the Series 2026A Bonds and appoint a successor securities depository in accordance with the preceding provisions without prior notice and consent of the Texas Water Development Board for so long as the Texas Water Development Board is the holder of any of the Series 2026A Bonds*. In such event, the Series 2026A Bonds shall no longer be restricted to being registered in the Registration Books 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 Registered Owners transferring or exchanging Series 2026A Bonds shall designate, in accordance with the provisions of this Resolution. Notwithstanding the foregoing, so long as the Texas Water Development Board is the registered owner of any of the Series 2026A Bonds, GBRA shall not discontinue the book-entry-only system with DTC without written notice to and consent from the Texas Water Development Board or its authorized representative.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2026A Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Series 2026A Bond and all notices with respect to such Series 2026A Bond shall be made and given, respectively, in the manner provided in the representation letter of the GBRA to DTC.

(h) *DTC Letter of Representation*. The officers of the GBRA are herein authorized for and on behalf of the GBRA and as officers of the GBRA to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Series 2026A Bonds.

(i) *Delivery of Initial Bonds*. On the closing date, one Initial Bond for the Series 2026A Bonds (the "***Initial Series 2026A Bond***") representing the entire principal amount for such series, payable in stated installments to the initial Registered Owner (i.e., the *Texas Water Development Board*), executed by manual or facsimile signature of the Chair and Secretary/Treasurer of GBRA, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Series 2026A Bond, the Paying Agent/Registrar shall cancel such Initial Series 2026A Bond and deliver to the initial Registered

Owner or its designee one registered definitive Series 2026A Bond for each year of maturity of the Series 2026A Bonds, in the aggregate principal amount of all of the Series 2026A Bonds for such maturity.

SECTION 6. FORM OF SERIES 2026A BONDS. The form of the Series 2026A Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Initial Series 2026A Bond initially issued and delivered pursuant to this Resolution to the initial purchaser named in Section 29 hereof), shall be, respectively, substantially as follows, with such appropriate variations, omissions, insertions, or completions as are permitted or required by this Resolution.

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FORM OF SERIES 2026A BONDS

R- **PRINCIPAL AMOUNT**

UNITED STATES OF AMERICA **$_____**

STATE OF TEXAS

GUADALUPE-BLANCO RIVER AUTHORITY

CONTRACT REVENUE BONDS,

SERIES 2026A (LOW-INTEREST FINANCING)

(CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF SERIES	CUSIP NO.
_____%	_____, 20__	November 1, 2026	400524 ___

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE SPECIFIED ABOVE, the ***GUADALUPE-BLANCO RIVER AUTHORITY*** (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "***Registered Owner***") the principal amount set forth above, and to pay interest thereon from the date of delivery of this Bond to the initial purchaser (as such date is shown on the "Registration Books" maintained by the "Paying Agent/Registrar", which terms are hereinafter defined) until the earlier of the Maturity Date specified above or the date of redemption prior to maturity, at the Interest Rate per annum specified above, with interest being payable on February 15, 2027, and on each February 15 and August 15 thereafter; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the "Series 2026A Bond" or "Series 2026A Bonds" (as defined below), if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated offices of **UMB BANK, N.A.** (initially located in Austin, Texas), which is the "***Paying Agent/Registrar***" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Series 2026A Bonds (the "***Resolution***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Series 2026A Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regular semi-annual interest payment date in which case interest shall be paid in the normal course). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Expansion Project Interest and Sinking Fund" created by the Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Series 2026A Bonds, when due.

NOTWITHSTANDING THE FOREGOING, as long as the Texas Water Development Board is the owner of this Bond, payment of principal on this Bond shall be made by wire transfer to the Texas Water Development Board and at no cost to the Texas Water Development Board.

IF THE DATE FOR THE PAYMENT of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A SERIES OF BONDS, dated as of November 1, 2026 (the "***Series 2026A Bonds***"), authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of ***$44,705,000 FOR THE PURPOSE OF PROVIDING A PORTION OF THE FUNDS TO (I) FINANCE COSTS FOR PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING AN EXPANSION OF A NEW GROUNDWATER SUPPLY PROJECT, KNOWN GENERALLY AS THE "CARRIZO GROUNDWATER SUPPLY PROJECT" (WHICH PRIMARILY CONSISTS OF THE ACQUISITION OF GROUNDWATER LEASES FOR THE CARRIZO AQUIFER WATER IN GONZALES AND CALDWELL COUNTIES, AND THE CONSTRUCTION AND EQUIPPING OF FACILITIES TO PUMP, TREAT, AND CONVEY GROUNDWATER IN AND FROM GONZALES AND CALDWELL COUNTIES, INCLUDING BUT NOT LIMITED TO WATER TREATMENT PLANT(S) AND ASSOCIATED FACILITIES, AND FACILITIES TO CONVEY TREATED WATER THROUGH AND TO GONZALES, GUADALUPE, CALDWELL, HAYS, AND COMAL COUNTIES, AS WELL AS STORAGE AND BLENDING FACILITIES, AND OTHER FACILITIES NECESSARY OR DESIRABLE FOR THE SUPPLY OF TREATED WATER TO THE ISSUER'S CUSTOMERS); (II) PAY THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECT; (III) PROVIDE FUNDS TO PAY CAPITALIZED INTEREST; AND (IV) PAY COSTS OF ISSUANCE***.

ON FEBRUARY 15, 2037, OR ON ANY DATE THEREAFTER, the Series 2026A Bonds maturing on and after August 15, 2037, may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part (and, if in part, the Series 2026A Bonds shall be redeemed in inverse order of maturity, and if less than all the Series 2026A Bonds of a particular maturity are to be redeemed, the Series 2026A Bonds to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot, provided that a portion of a Series 2026A Bond may be redeemed only in an integral multiple of $5,000), at the redemption price equal to par plus accrued interest to the date fixed for redemption.

AT LEAST 30 DAYS PRIOR to the date fixed for redemption of Series 2026A Bonds prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Series 2026A Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date. The notice with respect to an optional redemption may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the Issuer retains the right to rescind such notice at any time prior to the scheduled redemption date if the Issuer delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Series 2026A Bonds which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Series 2026A Bonds which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment.

THIS BOND MAY BE ASSIGNED and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Series 2026A Bonds, upon the terms and conditions set forth in the Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee in whose name this Bond is to be transferred and registered. The form of Assignment printed on this Bond shall be executed by the Registered Owner, or its duly authorized attorney or representative, to evidence the assignment hereof. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Series 2026A Bond called for redemption prior to maturity, within 45 days prior to its redemption date. The Registered Owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Series 2026A Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Series 2026A Bonds.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, and that the interest on and principal of this Bond, together with all "Parity Obligations" and any "Additional Parity Obligations" (as such terms are defined and described in the Resolution) currently or hereafter issued by the Issuer, as such interest comes due, and as such principal matures, are payable from and secured by a first and prior lien on and pledge of the "Pledged Revenues" (as defined and described in the Resolution), which primarily consists of the "Gross Contract Revenues" (as defined in the Resolution) derived by the Issuer from various entities (defined in the Resolution, and referred to herein, as the "Expansion Customers") pursuant to the "Expansion Project Water Supply Agreements" (as defined in the Resolution) related to an expansion of the Carrizo Groundwater Supply Project, as such Expansion Project Water Supply Agreements may be amended pursuant to their respective terms.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

THE ISSUER HAS RESERVED THE RIGHT, subject to the restrictions stated in the Resolution, to issue "Additional Parity Obligations" which also may be secured by and payable from a first lien on and pledge of the Pledged Revenues on a parity and of equal dignity in all respects with this Bond.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Resolution with the approval of the registered owners of at least a majority in principal amount of all outstanding "Parity Obligations" (which term is defined in the Resolution and includes the Series 2026A Bonds and all Additional Parity Obligations issued on a parity therewith), subject to the restrictions stated in the Resolution, or without the consent of the registered owners of the Parity Obligations if each rating agency then maintaining a rating on the Parity Obligations at the request of the Issuer confirms in writing that such amendment would not cause such rating agency to withdraw or reduce its then current rating on the Parity Obligations, if any.

BY BECOMING THE REGISTERED OWNER OF THIS BOND, the Registered Owner thereby acknowledges all of the terms and provisions of the Resolution, agrees to be bound by such terms and provisions, acknowledges that the Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Resolution constitute a contract between the Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Chair or Vice Chair of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary/Treasurer of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
Secretary/Treasurer, Board of Directors	Chair, Board of Directors
Guadalupe-Blanco River Authority	Guadalupe-Blanco River Authority

(ISSUER'S SEAL)

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*FORM OF REGISTRATION CERTIFICATE OF

THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts

of the State of Texas

*NOTE: The Comptroller's Registration shall appear only on, or be attached only to, the Series 2026A Bonds originally issued under this Resolution.

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Resolution described in the text of this Bond; and that this Bond has been issued in exchange for a Bond which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

UMB BANK, N.A.

as Paying Agent/Registrar

By_____

Authorized Representative

[The remainder of this page intentionally left blank]

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

_____

/_____/_____

Please insert Social Security or Taxpayer Identification Number of Transferee

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

_____

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

Dated: _____

Signature Guaranteed:

_____

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

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

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INITIAL BOND INSERTIONS

The Initial Bond shall be in the form set forth above except that:

(A) Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. __ ___" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

[The following language shall appear only on the Series 2026A Initial Bond]

"ON THE RESPECTIVE MATURITY DATES specified below, the ***GUADALUPE-BLANCO RIVER AUTHORITY*** (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of delivery of this Bond to the initial purchaser (as such date is shown on the "Registration Books" maintained by the "Paying Agent/Registrar," which terms are hereinafter defined) at the respective Interest Rates per annum specified below, payable on February 15, 2027, and on each February 15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Bond are set forth in the following schedule:

Maturity Date (August 15)	**Principal Installment ($)**	**Interest Rate (%)**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert maturity dates and principal and interest information relating to the Series 2026A Bonds from Section 2(a) and Section 3(a) above]

SECTION 7. DEFINITIONS. In addition to the capitalized terms which are defined in the recitals or in Section 1 through Section 5 of this Resolution, the following words and terms used in this Resolution shall have the following meanings unless the context or use indicates another meaning or intent.

"***Additional Parity Obligations***" means the additional bonds, notes and other obligations which GBRA reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Resolution.

"***Bond Counsel***" means an attorney or firm of attorneys nationally recognized as bond counsel and selected by GBRA.

"***Business Day***" means any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City of New York, New York or in the city where the designated payment office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"***Code***" means the Internal Revenue Code of 1986, and any amendments thereto.

"***Debt***" means all:

(i) indebtedness incurred or assumed by GBRA for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of GBRA that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(ii) other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by GBRA, or that is in effect guaranteed, directly or indirectly, by GBRA through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iii) indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by GBRA whether or not GBRA has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of GBRA, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of GBRA in prior Fiscal Years.

"***Designated Financial Officer***" means the chief financial officer of GBRA, which is, at the time of adoption of this Resolution, the Executive Manager of Finance/CFO of GBRA, or such other financial or accounting official of GBRA so designated by the General Manager/CEO of GBRA.

"***Expansion Customers***" means, collectively and for purposes of this Resolution, the public entities that have entered into an Expansion Project Water Supply Agreement with GBRA for the purpose of purchasing and receiving water from the Carrizo Groundwater Supply Project on a wholesale basis, and the term "***Expansion Customer***" means any one of such Expansion Customers. As of the date of passage of this Resolution, the Expansion Customers are as follows:[3]

County Line Special Utility District

Goforth Special Utility District

Maxwell Special Utility District

"***Fiscal Year***" means the twelve-month period commencing on September 1 and ending on the next August 31, or such other period commencing on the date designated by GBRA and ending one year later.

"***Gross Contract Revenues***" means, for any period, all revenues derived by GBRA from each Expansion Customer pursuant to their respective Expansion Project Water Supply Agreements (except as specifically excluded below) which constitute payments relating to the payment of the following components:

[3]See footnote 2 above relating to a private entity that also will purchase water through the Carrizo Groundwater Supply Project as part of the Expansion Project but is not considered an "Expansion Customer" for purposes of this Resolution.

(i) the "*Expansion Bonds Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment of the principal and interest requirements on all outstanding Parity Obligations due during each Fiscal Year, plus a coverage factor not to exceed 10% of such requirements);

(ii) the "*Gonzales Carrizo Water Charge*" [as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the rate per acre-foot of treated water determined by the Board of Directors of GBRA to then be in effect for the commitment of capacity in the Carrizo Groundwater Supply Project and which shall be sufficient to cover "Groundwater Lease Payments," the "District Fees," and the fixed "Operation, Maintenance, and Administrative Expenses" of the Carrizo Groundwater Supply Project (as such capitalized terms are defined in the Expansion Project Water Supply Agreements)], as those payments, fees, and expenses are incurred; and

(iii) the "*Gonzales Carrizo Delivery Charge*" [as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the rate per 1,000 gallons of water determined by the GBRA Board of Directors to then be in effect for the delivery of water through the Carrizo Groundwater Supply Project and which shall be sufficient to cover variable "Operation, Maintenance, and Administrative Expenses" related to the delivery of water through the Carrizo Groundwater Supply Project (as such capitalized term is defined in the Expansion Project Water Supply Agreements) that are not otherwise included in the Gonzales Carrizo Water Rate or the "Debt Service Charges" - as defined in the Expansion Project Water Supply Agreements)].

For purposes of clarity, the term "Gross Contract Revenues" ***specifically excludes*** all revenues derived by GBRA from each Expansion Customer pursuant to their respective Expansion Project Water Supply Agreements which constitute payments relating to the payment of the following components described therein:

(A) the "*Shared Project Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment by the Expansion Customers of their pro rata share of debt service on the portion of the Initial Project Bonds used to finance parts of the Carrizo Groundwater Supply Project that are used to treat and transport water to both the Initial Customers and the Expansion Customers, plus a coverage factor not to exceed 10% of such requirements; and

(B) the "*Additional Bonds Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment by the Expansion Customers and all Initial Customers of their pro rata share of debt service on "Additional Bonds" (as described and defined in the Expansion Project Water Supply Agreements) that GBRA issues to plan, design, construct, acquire, repair, extend, replace, improve, upgrade, or expand the Carrizo Groundwater Supply Project.

"***Holder***," "***Bondholder***," and "***Registered Owner***" or words of similar import each means the registered owner of any Parity Obligation as shown on the Registration Books maintained by the Paying Agent/Registrar.

"***Initial Customers***" means the customers (i.e., New Braunfels Utilities, City of Lockhart, Texas, and Goforth Special Utility District) that, in calendar year 2018, executed a *Gonzales Carrizo Water Supply Project Treated Water Supply Agreement* with GBRA for the first 15,000 acre-feet per year of treated water from the Carrizo Groundwater Supply Project, and the term "***Initial Customer***" means any one of such Initial Customers.

"***Initial Project***" means the initial portion of the Carrizo Groundwater Supply Project to provide up to 15,000 acre feet of treated water to the Initial Customers that has been financed with the Initial Project Bonds.

"***Initial Project Bonds***" means, collectively, (i) those contract revenue bonds generally titled *Guadalupe-Blanco River Authority Contract Revenue Bonds (Carrizo Groundwater Supply Project)*, and all parity obligations related thereto in the form of "Board Participation" loans provided by the Texas Water Development Board, that were issued or incurred by GBRA in 2018, 2019, 2020, and 2021 for the Gonzales Carrizo Groundwater Supply Project to finance the Initial Project (all of which are secured primarily[4] with revenues derived by GBRA from the Initial Customers pursuant to their related water supply agreements with GBRA), and (ii) any bonds or other obligations issued or incurred by GBRA for the sole purpose of replacing or refunding the Initial Project Bonds.

"***Operation, Maintenance and Administrative Expenses***" means, for any period, all costs and expenses of operation, maintenance and administration of the Carrizo Groundwater Supply Project for which GBRA is obligated to pay in accordance with the Regional Agreement (other than the costs described in clause (v) below, which are not controlled by the Regional Agreement), including (for greater certainty but without limiting the generality of the foregoing):

[4]Prior to the execution of the Expansion Project Water Supply Agreements, the Initial Project Bonds were secured solely with revenues derived by GBRA from the Initial Customers in accordance with their respective Treated Water Supply Agreements with GBRA. Upon the execution of the Expansion Project Water Supply Agreements, each Expansion Customer became obligated to pay to GBRA its "*Customer's Pro Rata Shared Project Debt Service Charge*" (as described and defined in the Expansion Project Water Supply Agreements), which will be used by GBRA to pay such Expansion Customer's pro rata portion of the debt service on the Initial Project Bonds that funded parts of the Initial Project used to treat and transport water to both the Initial Customers and the Expansion Customers. As further set forth in the definition of "Gross Contract Revenues" above, revenues received by GBRA from the "Shared Project Debt Service Charge" (which is generally described as revenues received from the Customer's Pro Rata Shared Project Debt Service Charge paid by all Expansion Customers) are not pledged to the secure the Parity Obligations authorized to be issued or incurred by GBRA pursuant to this Resolution.

(i) wages and salaries, employee benefits for the maintenance and operation of the Carrizo Groundwater Supply Project and the performance of the Expansion Project Water Supply Agreements and the Treated Water Supply Agreements with the Initial Customers;

(ii) chemicals, the purchase and carrying of stores, materials, and supplies, power, supervision, engineering, testing, auditing, franchises, waste disposal charges and assessments, claims, insurance, contract operators and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation of the Carrizo Groundwater Supply Project and the performance of the Expansion Project Water Supply Agreements and the Treated Water Supply Agreements with the Initial Customers;

(iii) repairs and replacements of damaged, worn-out or obsolete parts or facilities of the Carrizo Groundwater Supply Project, and any relocations of pipelines, or replacements of wells;

(iv) improvements and betterments to keep the Carrizo Groundwater Supply Project in operation to render adequate service to the Expansion Customers and other customers of the Carrizo Groundwater Supply Project and to comply with the requirements of any rule, regulations, or permit issued by any regulatory body having jurisdiction; and

(v) the reasonable and necessary costs of GBRA's administration of the Carrizo Groundwater Supply Project, which shall be based upon a formula, to be set by the Board of Directors of GBRA in the annual budget of GBRA, that fairly apportions GBRA's administration costs, excluding GBRA wages, salaries, and employee benefits accounted for under subsection (i) above.

The term "Operation, Maintenance and Administrative Expenses" does not include depreciation charges or such portion of the above described costs to the extent such costs are paid pursuant to an agreement other than the Expansion Project Water Supply Agreements.

"***Outstanding***" means, when used with respect to Parity Obligations, as of the date of determination, all Parity Obligations theretofore delivered or entered into under this Resolution and any resolution authorizing Additional Parity Obligations, except:

(i) Parity Obligations theretofore canceled and delivered to GBRA or delivered to the Paying Agent/Registrar for cancellation;

(ii) Parity Obligations deemed paid pursuant to the provisions of Section 25 of this Resolution or any comparable section of any resolution authorizing Additional Parity Obligations;

(iii) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Resolution and any resolution authorizing Additional Parity Obligations; and

(iv) Parity Obligations under which the obligations of GBRA have been released, discharged or extinguished in accordance with the terms thereof.

"***Parity Obligations***" means, collectively, the Previously Issued Parity Obligations, the Series 2026A Bonds, and any Additional Parity Obligations.

"***Paying Agent/Registrar***" means the respective bank, trust company, financial institution or other entity named in the resolution authorizing the issuance of each issue of Parity Obligations to provide paying agency and registrar services in connection with such issue of Parity Obligations.

"***Pledged Revenues***" means, collectively, the Gross Contract Revenues plus the interest income from funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund, and the Expansion Project Reserve Fund.

"***Previously Issued Parity Obligations***" means the following obligations previously issued by GBRA:

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$39,670,000* (which were defined in the Recitals of this Resolution as the "Series 2022 Bonds");

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2023 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$72,665,000* (which were defined in the Recitals of this Resolution as the "Series 2023 Bonds");

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2024 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$40,000,000* (which were defined in the Recitals of this Resolution as the "Series 2024 Bonds"); and

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2025A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$40,000,000* (which were defined in the Recitals of this Resolution as the "Series 2025A Bonds"); and

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2025B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$3,000,000* (which were defined in the Recitals of this Resolution as the "Series 2025B Bonds").

"***Principal and Interest Requirements***" means for any Fiscal Year the amount required to pay the interest on and principal of (whether pursuant to a stated maturity or redemption requirements applicable thereto) all outstanding Parity Obligations becoming due in such Fiscal Year. In calculating Principal and Interest Requirements the principal and interest coming due in any Fiscal Year on any Parity Obligations which bear interest at a variable rate which cannot be predetermined shall be assumed to be that which would come due if (i) the interest rate on such Parity Obligations for the applicable period was the interest rate that was in effect on the last day of the immediately preceding Fiscal Year (or, if such Parity Obligations were issued during the current Fiscal Year, then the first interest rate in effect for such Parity Obligations) and (ii) the principal amortization schedule would be that which would result in substantially level debt service throughout the remaining term of such Parity Obligations assuming such interest rate. In calculating Principal and Interest Requirements, if any such outstanding Parity Obligations do not pay current interest during the term to maturity thereof, but rather accrete in value according to a schedule, the principal and interest coming due on any such Parity Obligation shall be calculated as equal to the accreted value at maturity.

"***Rating Agency***" means one or more nationally recognized credit rating agencies then maintaining a rating on the Parity Obligations at the request of GBRA.

"***Reserve Fund Credit Facility***" means a surety bond or insurance policy which (i) may not be terminated by the entity providing such surety bond or insurance policy prior to the final maturity date of the series of Parity Obligations in connection with which such surety bond or insurance policy was issued, and (ii) may be drawn upon demand by GBRA to provide funds to pay principal and/or interest on such related series of Parity Obligations in the event moneys on deposit in the Expansion Project Interest and Sinking Fund are insufficient to make such payment.

SECTION 8. PLEDGE; RATE COVENANTS; SECURITY INTEREST.

(a) Pledge. The Parity Obligations, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of the Pledged Revenues which consist of the following sources of revenues:

(i) a first lien on and pledge of the Gross Contract Revenues; and

(ii) a first lien on and pledge of the interest income from funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund.

The Pledged Revenues, are further pledged irrevocably to the establishment and maintenance of the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund hereinafter created.

(b) Covenants Relating to Rates and Charges. GBRA covenants and agrees with the holders of the Parity Obligations as follows:

(i) GBRA will at all times fix, revise, maintain, charge and collect for services rendered by the Carrizo Groundwater Supply Project rates and charges which will produce Gross Contract Revenues that will be at least sufficient (A) to pay the Principal and Interest Requirements on the Parity Obligations, (B) to pay GBRA's portion of the Operation, Maintenance and Administrative Expenses and the "Groundwater Lease Payments" and the "District Fees" (as such terms are defined and described in the Expansion Project Water Supply Agreement), and (C) to make all deposits now or hereafter required to be made into the Funds created, established, or maintained by this Resolution;

(ii) If the Carrizo Groundwater Supply Project should become legally liable for any other obligations or indebtedness for which GBRA is legally obligated to pay in addition to the Parity Obligations and the Initial Project Bonds, GBRA shall fix, maintain, charge and collect additional rates and charges for services rendered by the Carrizo Groundwater Supply Project sufficient to establish and maintain funds for the payment thereof; and

(iii) GBRA will at all times also include, in connection with rates established by GBRA relating to the Carrizo Groundwater Supply Project for all Expansion Customers, a debt service coverage factor equal to up to 10% of the Principal and Interest Requirements for the applicable period covered by each Expansion Customer's debt service component of its total payment obligation under the respective Expansion Project Water Supply Agreement.

(d) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Parity Obligations and the pledge of Pledged Revenues by GBRA under this Resolution, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Parity Obligations are outstanding and unpaid such that the pledge of the Pledged Revenues by GBRA under this Resolution is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Parity Obligations the perfection of the security interest in said pledge, GBRA agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 9. FUNDS.

(a) Creation of Expansion Project Revenue Fund. There is hereby created, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS REVENUE FUND**, hereinafter called the "***Expansion Project Revenue Fund***."

(b) Creation of Expansion Project Interest and Sinking Fund. There is hereby created and established, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS INTEREST AND SINKING FUND**, hereinafter called the "***Expansion Project Interest and Sinking Fund***."

(c) Creation of Expansion Project Reserve Fund. There is hereby created for the benefit only of the Registered Owners of a particular series of Parity Obligations for which an account is created in the resolution authorizing such series of Parity Obligations, and shall be maintained on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations of such series for which an account is created, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS RESERVE FUND**, hereinafter called the "***Expansion Project Reserve Fund***." GBRA may create and establish accounts in the Expansion Project Reserve Fund pursuant to the provisions of any resolution authorizing the issuance of Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said account shall no longer constitute Gross Contract Revenues and shall be held solely for the benefit of the Registered Owners of the particular Parity Obligations for which such account in the Expansion Project Reserve Fund was established. Each such account in the Expansion Project Reserve Fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such account from all other accounts in the Expansion Project Reserve Fund created for the benefit of a particular series of Parity Obligations. All terms relating to the requirements to establish, fund and maintain required balances in an account of the Expansion Project Reserve Fund, including but not limited to the use of any Reserve Fund Credit Facility therein, shall be set forth in the resolution authorizing the issuance of the particular series of Parity Obligations for which such account is established.

(d) Creation of Construction Fund. There is hereby created and established, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA) a fund to be called the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER EXPANSION SUPPLY PROJECT REVENUE BONDS CONSTRUCTION FUND** (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of a series of Parity Obligations which are issued to finance construction of and improvements to the Carrizo Groundwater Supply Project (other than (i) proceeds representing accrued interest on such Parity Obligations or used to fund capitalized interest and any premium on such Parity Obligations that is not used by GBRA to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Expansion Project Interest and Sinking Fund, and (ii) proceeds used to fund all or a portion of an account established in the Expansion Project Reserve Fund for such series of Parity Obligations, including the purchase of a Reserve Fund Credit Facility related thereto, which shall be deposited in such account of the Expansion Project Reserve Fund) shall be deposited in an account of the Construction Fund established by resolution of the Board of Directors, or by the Designated Financial Officer of GBRA, in connection with the issuance of such series of Parity Obligations. Money in the Construction Fund shall be subject to disbursements by GBRA for payment of all costs incurred in carrying out the purpose for which such series of Parity Obligations are issued, including but not limited to costs for construction, equipping, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of such series of Parity Obligations, to pay related costs of issuance, and to pay operating expenses to the extent approved by Bond Counsel in consideration of state law and federal tax law limitations. All funds remaining on deposit in an account of the Construction Fund upon completion of the projects being financed with the proceeds of the related series of Parity Obligations, if any, shall be transferred to the Expansion Project Interest and Sinking Fund.

SECTION 10. EXPANSION PROJECT REVENUE FUND. All Gross Contract Revenues collected by GBRA shall be deposited upon receipt to the credit of the Expansion Project Revenue Fund. The funds on deposit in the Expansion Project Revenue Fund shall be used by GBRA, *first*, to make the deposit into the Expansion Project Interest and Sinking Fund at the times and in the amounts required by Section 11 hereof, *second*, to pay GBRA's portion of all Operation, Maintenance and Administrative Expenses and all "Groundwater Lease Payments" and "District Fees" (as such terms are defined in the Expansion Project Water Supply Agreements) when due, and *third*, to satisfy any insufficiency in the Expansion Project Reserve Fund and to satisfy any Reimbursement Obligation, in the manner and amounts hereinafter provided.

SECTION 11. EXPANSION PROJECT INTEREST AND SINKING FUND. (a) Use of Funds. The Expansion Project Interest and Sinking Fund shall be used solely to pay the principal of and interest on the Parity Obligations when due, and the General Manager/CEO, any Deputy General Manager, and the Designated Financial Officer of GBRA are hereby authorized to cause funds to be transferred from the Expansion Project Interest and Sinking Fund to the Paying Agent/Registrar at the times and in the amounts to pay Principal and Interest Requirements.

(b) Deposit of Accrued Interest and Capitalized Interest. Immediately after the delivery of any series of Parity Obligations, all moneys representing accrued interest, if any, received by GBRA upon the sale and delivery of such Parity Obligations to the initial purchaser thereof, together with all capitalized interest being financed with proceeds of such Parity Obligations, if any (but in no event in excess of the amount permitted by Section 1201.042(a)(1), Texas Government Code, as amended, or other applicable law), shall be deposited to the credit of the Expansion Project Interest and Sinking Fund.

(c) Monthly Deposits. In addition, there shall be transferred from the Expansion Project Revenue Fund and deposited into the Expansion Project Interest and Sinking Fund the following:

(a) on or before the 25th day of each month, commencing with the month immediately following the issuance of any series of Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund in approximately equal installments an amount as will be sufficient, together with other amounts, if any, then on deposit therein and available for such purpose, to pay the interest scheduled to come due on all Outstanding Parity Obligations on the next interest payment date.

(b) on or before the 25th day of each month, commencing with the twelfth (12th) month preceding the first principal payment date for a series of Parity Obligations, or commencing with the month immediately following the issuance of any series of Parity Obligations if delivery of such series of Parity Obligations is made less than twelve months preceding the first principal payment date for such series of Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund in approximately equal installments an amount as will be sufficient, together with other amounts, if any, then on deposit therein and available for such purpose, to pay the principal scheduled to come due (either at stated maturity or due to mandatory sinking fund redemption) on all Outstanding Parity Obligations on the next principal payment date.

(c) on or before any optional redemption date set by GBRA for any Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund an amount as will be sufficient to pay the principal of, premium, if any, and interest on the Parity Obligations scheduled to be redeemed on such optional redemption date.

SECTION 12. EXPANSION PROJECT RESERVE FUND. (a) Use of Funds. Funds on deposit in an account of the Expansion Project Reserve Fund established for the benefit of a particular series of Parity Obligations shall be used to (i) pay the principal of and interest on such series of Parity Obligations for which such account was created at any time when there is not sufficient money available in the Expansion Project Interest and Sinking Fund for such purpose, (ii) pay the principal of or interest on the last maturing Parity Obligations of such series, or (iii) pay Reimbursement Obligations to restore the amount available to be drawn under a Reserve Fund Credit Facility related to such series of Parity Obligations to its original amount. If the amount on deposit in an account of the Expansion Project Reserve Fund for a particular series of Parity Obligations consists of cash and investments and a Reserve Fund Credit Facility, all cash and investments in such account shall be liquidated and withdrawn prior to drawing on the Reserve Fund Credit Facility. If more than one Reserve Fund Credit Facility is maintained in an account of the Expansion Project Reserve Fund, any withdrawals on such Reserve Fund Credit Facilities shall be pro rata.

(b) Series 2026A Bonds Not Secured with Account in the Expansion Project Reserve Fund. No Account shall be established initially in the Expansion Project Reserve Fund to provide further security for the benefit of the holders of the Series 2026A Bonds; consequently, no proceeds of the Series 2026A Bonds shall be deposited, into the Expansion Project Reserve Fund, no other funds of GBRA shall be deposited into the Expansion Project Reserve Fund for the benefit of the Holders of the Series 2026A Bonds (unless otherwise provided by GBRA in a subsequent resolution), and the Holders of the Series 2026A Bonds shall not be entitled to any funds which may be on deposit in the Expansion Project Reserve Fund (unless otherwise provided by GBRA in a subsequent resolution).

(c) Additional Expansion Project Reserve Fund Account Requirements to be Set Forth in Additional Parity Obligations Resolution. In the event GBRA establishes an account in the Expansion Project Reserve Fund for the benefit of the Holders of a particular series of Additional Parity Obligations, all provisions with respect to the funding requirements and other details shall be set forth in the resolution authorizing such series of Parity Obligations.

(d) Computation of Expansion Project Reserve Fund. For the purpose of determining the amount on deposit to the credit of an Account in the Expansion Project Reserve Fund, investments in which money in such account shall have been invested shall be computed at cost, and any Reserve Fund Credit Facility shall be computed at the maximum amount available to be drawn thereunder. The amount on deposit to the credit of each Account in the Expansion Project Reserve Fund, if any, shall be computed by GBRA at least annually, and shall be computed immediately upon any withdrawal from the Expansion Project Reserve Fund.

SECTION 13. EXCESS REVENUES. Subject to making the deposits into the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund when and as required by this Resolution in connection with the Parity Obligations, and after satisfying any Reimbursement Obligation in connection with a draw on any Reserve Fund Credit Facility and paying GBRA's portion of all Operation, Maintenance and Administrative Expenses and "Groundwater Lease Payments" and the "District Fees" (as such terms

are defined in the Expansion Project Water Supply Agreements) then due, GBRA may utilize the remaining funds on deposit in the Expansion Project Revenue Fund for any lawful purpose.

SECTION 14. DEFICIENCIES IN FUNDS. If by the 25th day of any month GBRA shall fail to deposit the full amounts required by this Resolution into the Expansion Project Interest and Sinking Fund, or the Expansion Project Reserve Fund, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated funds on deposit in the Expansion Project Revenue Fund for the following month or months, if necessary and whichever is the earliest, and such payments shall be in addition to the amounts otherwise required to be paid into said Funds on the 25th day of each month.

SECTION 15. INVESTMENTS. (a) In General. Funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund, the Expansion Project Reserve Fund, and the Construction Fund shall be secured by the depository bank of GBRA in the manner and to the extent required by law to secure other public funds of GBRA and may be invested from time to time in any investment authorized in the Public Funds Investment Act (Chapter 2256, Texas Government Code) and in accordance with GBRA's Investment Policy; provided, however, that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times when expected to be needed. Interest and income derived from such deposits and investments shall be credited to the Expansion Project Revenue Fund, except for interest and income derived from the Construction Fund which may remain in such Fund or be transferred to the Expansion Project Revenue Fund, at the discretion of the Designated Financial Officer (but in no event shall such earnings in the Construction Fund be used to pay Operation, Maintenance and Administrative Expenses). Such investments shall be sold promptly when necessary to prevent any default in connection with the Parity Obligations.

(b) Transfer of Certain Investment Earnings to Rebate Fund. Notwithstanding the provisions of the preceding paragraph, interest and income derived from any investment of money on deposit in the Construction Fund, the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund shall first be transferred to the Rebate Fund established by Section 28(b) of this Resolution at the times and in the amounts required to pay (or provide for the payment of) "Excess Earnings" as defined in Section 148(f) of the Internal Revenue Code of 1986, as amended.

SECTION 16. SECURITY FOR FUNDS. All Funds created by this Resolution shall be secured in the manner and to the fullest extent permitted or required by law, and such Funds shall be used only for the purposes and in the manner permitted or required by this Resolution.

SECTION 17. INSURANCE. GBRA shall cause the Carrizo Groundwater Supply Project to be insured as would usually be insured by entities operating similar facilities (but in coverage amounts sufficient to protect the Texas Water Development Board's interest as long as the Texas Water Development Board holds any Parity Bonds) with a responsible insurance company or companies or other risk management fund, against risks, accidents, or casualties against which and to the extent insurance is usually

carried by entities operating similar facilities, including, to the extent reasonably obtainable, fire and extended coverage insurance, but excluding insurance against damage by floods. Public liability and property damage insurance also shall be carried. At any time while any contractor engaged in construction work shall be fully responsible therefor, GBRA shall not be required to cause insurance on the work being constructed to be carried if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Bondholders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, GBRA shall cause to be made due proof of loss and shall do all things necessary or desirable to cause the insuring companies or other risk management fund to make payment in full directly to GBRA or in accordance with the provisions of the Regional Agreement. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by GBRA (or by Alliance in accordance with the provisions of the Regional Agreement) for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then GBRA's portion of said insurance proceeds pertaining to the Carrizo Groundwater Supply Project shall, at the option of GBRA, be (i) deposited in a special and separate fund, at an official depository of GBRA, to be designated the "Insurance Account," or (ii) deposited in the Expansion Project Interest and Sinking Fund and used to redeem the Outstanding Parity Obligations, but only if such insurance proceeds, together with all funds then on deposit in the Expansion Project Interest and Sinking Fund and in the Expansion Project Reserve Fund, are sufficient to immediately redeem all Outstanding Parity Obligations. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

SECTION 18. OPERATION AND MAINTENANCE. While any of the Parity Obligations are Outstanding, GBRA covenants and agrees to insure that the Carrizo Groundwater Supply Project is kept in good condition, repair, and working order and is operated and maintained in an efficient manner.

SECTION 19. ACCOUNTS AND RECORDS. GBRA shall keep or cause to be kept proper books of records and accounts in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and the Funds created pursuant to this Resolution, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Holder.

SECTION 20. AUDITS. After the close of each Fiscal Year while any of the Parity Obligations are Outstanding, an audit will be made of the books and accounts of GBRA by an independent certified public accountant. As soon as practicable after the close of each such Fiscal Year, and when said audit has been completed and made available to GBRA, a copy of such audit for the preceding year shall be mailed to the Paying Agent/Registrar and to any Holders who shall so request in writing. The annual audit reports shall be open to the inspection of the Holders and their agents and representatives at all reasonable times.

SECTION 21. SPECIAL COVENANTS. GBRA further covenants and agrees that:

(a) Encumbrance and Sale. (i) Other than with respect to the Parity Obligations and except as provided in this Resolution, the Pledged Revenues have not been pledged in any manner to the payment of any Debt of GBRA, or otherwise, and while any of the Parity Obligations are Outstanding, GBRA will not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Resolution in connection with Additional Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution and any resolution authorizing the issuance of Parity Obligations.

(ii) So long as the Parity Obligations are Outstanding, and except as hereinafter specifically permitted in subparagraph (iii) below, GBRA shall not mortgage, encumber, sell, lease, or otherwise dispose of its interest in the Carrizo Groundwater Supply Project or any significant or substantial part thereof.

(iii) Notwithstanding the provisions in subparagraph (ii) hereof prohibiting the sale of any substantial part of its interest in the Carrizo Groundwater Supply Project, GBRA shall be authorized from time to time to sell, or permit the sale, of any personal property contained in the Carrizo Groundwater Supply Project if such personal property is no longer needed or is no longer useful, and the sale thereof will not adversely affect the Carrizo Groundwater Supply Project or the operation and maintenance thereof. The proceeds from the sale of any personal property shall be used to replace or provide substitutes for the property sold, if, and to the extent, deemed necessary by GBRA or Alliance, and GBRA's portion of the proceeds which are not so used shall be deposited into the Expansion Project Interest and Sinking Fund.

(b) Title. Pursuant to Sections 2.2 and 2.3 of the Regional Agreement, Alliance shall own the property interests in the "Project Facilities" (generally defined and described in the Regional Agreement as the water treatment plant and those water transmission lines, pump stations, metering equipment, piping, control devices, systems and appurtenances at delivery points, and other associated improvements to be used for the purpose of (i) receiving untreated groundwater from both parties in a volume, rate, and quality set forth in the Regional Agreement, and (ii) delivering treated water to each party at the locations, volume, rate, and quality set forth in the Regional Agreement), and any improvements to the Project Facilities) and GBRA shall own capacity in the Project Facilities in the amount set forth in the Regional Agreement. GBRA represents that the Carrizo Groundwater Supply Project will be constructed and completed in accordance with the plans to be approved in the manner provided in the Regional Agreement. GBRA further represents that, for the benefit of the owners of the Parity Obligations, (i) Alliance has or will obtain, and it will cause Alliance to defend, the title or easement rights to the Project Facilities and the land on which the Project Facilities will be located against the claims and demands of all persons whomsoever, and (ii) GBRA will defend its contractual rights to its ownership of capacity in the Project Facilities pursuant to the Regional Agreement against the claims and demands of all persons whomsoever.

(c) Liens. GBRA will from time to time and before the same become delinquent pay and discharge (or, as applicable, GBRA will cause Alliance to pay or discharge) all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or on the Carrizo Groundwater Supply Project, that it will pay (or, as applicable, GBRA will cause Alliance to pay) all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon the Carrizo

Groundwater Supply Project, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created (or, as applicable, GBRA will cause Alliance not to create or suffer to be created) any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by GBRA or Alliance.

(d) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Parity Obligations, and in each and every Parity Obligation and pay from the Pledged Revenues the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in this Resolution; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund; and the owner of the Parity Obligations may require GBRA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against GBRA, its officials, agents, and employees.

(e) Legal Authority. GBRA is duly authorized under the laws of the State of Texas to create and issue the Parity Obligations, and GBRA is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Obligations, in the manner prescribed herein, and has lawfully exercised such rights. Furthermore, all action on GBRA's part for the creation and issuance of the Parity Obligations has been duly and effectively taken, and the Parity Obligations in the hands of the owners thereof are and will be valid and enforceable special obligations of GBRA in accordance with their terms.

(f) Permits. GBRA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the Carrizo Groundwater Supply Project, and which have been obtained from any governmental agency; and GBRA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the Carrizo Groundwater Supply Project.

(g) Comply with Expansion Project Water Supply Agreements. GBRA will comply with the terms and conditions of the Expansion Project Water Supply Agreements and will cause the parties to such Expansion Project Water Supply Agreements, and their officials and employees, to comply with all of their obligations under the respective Expansion Project Water Supply Agreements by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction; and the Expansion Project Water Supply Agreements will not be rescinded, modified, or amended in any way which would have a materially adverse effect on the rights of the owners of the Parity Obligations. If GBRA obtains (i) written confirmation from each Rating Agency (if any) that any rescission, modification or amendment to one or more Expansion Project Water Supply Agreements

would not cause such Rating Agency to reduce or withdraw such Rating Agency's then current rating on the Parity Obligations, or (ii) a written opinion of Bond Counsel that any rescission, modification or amendment to one or more Expansion Project Water Supply Agreements would not have a materially adverse effect on the rights of the owners of the Parity Obligations, then such written confirmation or opinion will serve as conclusive evidence that such rescission, modification or amendment would not have a materially adverse effect on the rights of the owners of the Parity Obligations for purposes of this subsection. Notwithstanding anything in the preceding sentence to the contrary, any modification or amendment to an Expansion Customer's Expansion Project Water Supply Agreement for the purpose of increasing such Expansion Customer's purchase of water thereunder shall not be considered materially adverse to the rights of the owners of the Parity Obligations and shall not require the confirmation of then current ratings on the Parity Obligations from any Rating Agency or an opinion of Bond Counsel.

(h) Comply with Regional Agreement. GBRA will comply with the terms and conditions of the Regional Agreement and will cause the other party to the Regional Agreement, and its officials and employees, to comply with all of its obligations under the Regional Agreement by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction; and the Regional Agreement will not be rescinded, modified, or amended in any way which would have a materially adverse effect on the rights of the owners of the Parity Obligations. If GBRA obtains (i) written confirmation from each Rating Agency (if any) that any rescission, modification or amendment to the Regional Agreement would not cause such Rating Agency to reduce or withdraw such Rating Agency's then current rating on the Parity Obligations, or (ii) a written opinion of Bond Counsel that any rescission, modification or amendment to the Regional Agreement would not have a materially adverse effect on the rights of the owners of the Parity Obligations, then such written confirmation or opinion will serve as conclusive evidence that such rescission, modification or amendment would not have a materially adverse effect on the rights of the owners of the Parity Obligations for purposes of this subsection.

SECTION 22. ADDITIONAL PARITY OBLIGATIONS. (a) Authority to Issue. GBRA shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds or other obligations (herein called "***Additional Parity Obligations***"), in accordance with law, in any amounts, for the purpose of constructing extensions and improvements to, and acquiring vehicles, equipment, land and other property interests related to the Carrizo Groundwater Supply Project, or for the purpose of refunding any Parity Obligations and/or the interest thereon or refinancing any Outstanding Debt related to the Carrizo Groundwater Supply Project. Such Additional Parity Obligations, if and when authorized, issued, and delivered in accordance with the provisions hereof, shall be secured by and made payable equally and ratably on a parity with the then Outstanding Parity Obligations from a first lien on and pledge of the Pledged Revenues that are then pledged to secure outstanding Parity Obligations.

(b) Provisions Related to Expansion Project Interest and Sinking Fund. As previously provided in Sections 8 and 11 of this Resolution, the Expansion Project Interest and Sinking Fund shall secure and be used to pay all Parity Obligations, including all Additional Parity Obligations issued in accordance with the authority granted in this Section, all on a parity. Each resolution under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required to be deposited to the credit of the Expansion Project Interest and Sinking Fund by the provisions of this Resolution, GBRA shall deposit

to the credit of the Expansion Project Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

SECTION 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. Additional Parity Obligations shall be issued only in accordance with the provisions hereof, but notwithstanding any provisions hereof to the contrary, no installment, series, or issue of Additional Parity Obligations shall be issued or delivered unless the Chair of the Board of Directors of GBRA, the General Manager/CEO of GBRA, any Deputy General Manager or the Designated Financial Officer of GBRA signs a written certificate to the effect that (i) GBRA is not in default as to any covenant, condition, or obligation in connection with all Outstanding Parity Obligations and the resolutions authorizing such Parity Obligations, (ii) the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund each contain the amount then required to be therein, and (iii) the Expansion Project Water Supply Agreements and the Regional Agreement are in full force and effect.

SECTION 24. RESOLUTION A CONTRACT; AMENDMENTS. (a) Resolution a Contract. This Resolution shall constitute a contract with the Registered Owners of the Parity Obligations, binding on GBRA and its successors and assigns, and shall not be amended or repealed by GBRA as long as any Parity Obligation remains Outstanding except as permitted in this Section.

(b) Amendments Without Notice to or Consent of Registered Owners. GBRA may, with notice to the provider of each Reserve Fund Credit Facility and to the Texas Water Development Board as long as the Texas Water Development Board is the holder of any of the Parity Obligations, but without the consent of or notice to any other Registered Owners, amend, change, or modify this Resolution (i) as may be required by the provisions hereof, (ii) as may be required for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change (other than any change described in clauses (i) through (iv) of the first sentence in subsection (c) below) with respect to which GBRA receives written confirmation from each Rating Agency that such amendment would not cause such Rating Agency to withdraw or reduce its then current rating on the Parity Obligations.

(c) Amendments With Notice to and Consent of Registered Owners. In addition, GBRA may, with the written consent of (i) the provider of each Reserve Fund Credit Facility, (ii) the Texas Water Development Board as long as the Texas Water Development Board is the holder of any of the Parity Obligations, and (iii) the Registered Owners of at least a majority in aggregate principal amount of all Parity Obligations then Outstanding affected thereby (including the Texas Water Development Board, if applicable), amend, change, modify, or rescind any provisions of this Resolution; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (A) extend the time or times of payment of the principal of and interest on the Parity Obligations, reduce the principal amount thereof or the rate of interest thereof, (B) give any preference to any Parity Obligation over any other Parity Obligation, (C) extend any waiver of default to subsequent defaults, or (D) reduce the aggregate principal amount of Parity Obligations required for consent to any such amendment, change, modification, or rescission.

(d) Notice of Amendment. Whenever GBRA shall desire to make any amendment or addition to or rescission of this Resolution requiring consent of the provider of each Reserve Fund Credit Facility, the Texas Water Development Board and/or the Registered Owners of the Parity Obligations, GBRA shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to (i) the provider of each Reserve Fund Credit Facility, (ii) the Texas Water Development Board, and (iii) the Registered Owners (if the Registered Owners of all Parity Obligations or least a majority in aggregate principal amount of the Parity Obligations are required to consent) at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, GBRA shall receive an instrument or instruments in writing executed by the Texas Water Development Board (as long as the Texas Water Development Board is a holder of any Parity Obligations), the provider of each Reserve Fund Credit Facility, and the Registered Owners of all or a majority (as the case may be, and including the Texas Water Development Board, if applicable) in aggregate principal amount of the Parity Obligations then Outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, GBRA may adopt such amendment, addition, or rescission in substantially such form, except as herein provided.

(e) Effect of Amendment on Registered Owners. No Registered Owner may thereafter object to the adoption of any amendment, addition, or rescission which is accomplished pursuant to and in accordance with the provisions of this Section, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 25. DEFEASANCE OF SERIES 2026A BONDS. (a) Defeased Series 2026A Bonds. Any Series 2026A Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "***Defeased Series 2026A Bond***"), except to the extent provided in subsection (d) of this Section, when payment of the principal of such Series 2026A Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar (or another entity permitted by Section 1207.061, Texas Government Code, as amended, or other applicable law, which entity, together with the Paying Agent/Registrar, is referred to collectively in this Section as the "***Defeasance Agent***"), in accordance with the requirements of Chapter 1207, Texas Government Code, as amended, or other applicable law (which may include the use of an escrow agreement or other similar instrument - the "***Future Escrow Agreement***"): (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by GBRA with the Defeasance Agent for the payment of its services until all Defeased Series 2026A Bonds shall have become due and payable. At such time as a Series 2026A Bond shall be deemed to be a Defeased Series 2026A Bond hereunder, as aforesaid, such Series 2026A Bond and the interest thereon shall no longer be secured by,

payable from, or entitled to the benefits of, the Pledged Revenues, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investment in Defeasance Securities. Any moneys so deposited with the Defeasance Agent may at the written direction of GBRA be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Defeasance Agent that is not required for the payment of the Series 2026A Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to GBRA, or deposited as directed in writing by GBRA. Any account or Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Series 2026A Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Defeasance Agent which is not required for the payment of the Defeased Series 2026A Bonds, with respect to which such money has been so deposited, shall be remitted to GBRA or deposited as directed in writing by GBRA.

(c) Definition of Defeasance Securities. The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of GBRA adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Parity Obligations.

(d) Paying Agent/Registrar Services. Until all Defeased Series 2026A Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Series 2026A Bonds the same as if they had not been defeased, and GBRA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(e) Selection of Series 2026A Bonds for Defeasance. In the event that GBRA elects to defease less than all of the principal amount of Series 2026A Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Series 2026A Bonds by such random method as it deems fair and appropriate.

(f) Notice to Texas Water Development Board. So long as the Texas Water Development Board is the registered owner of any of the Series 2026A Bonds, GBRA shall provide written notice to the Texas Water Development Board of a defeasance of the Series 2026A Bonds pursuant to subsection (a)(ii) of this Section.

SECTION 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED SERIES 2026A BONDS. (a) Replacement Bonds. In the event any Outstanding Series 2026A Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Series 2026A Bond, in replacement for such Series 2026A Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Series 2026A Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Series 2026A Bond, the Registered Owner applying for a replacement bond shall furnish to GBRA and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Series 2026A Bond, the Registered Owner shall furnish to GBRA and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Series 2026A Bond, as the case may be. In every case of damage or mutilation of a Series 2026A Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Series 2026A Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Series 2026A Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Series 2026A Bond, GBRA may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Series 2026A Bond) instead of issuing a replacement Series 2026A Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Series 2026A Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Series 2026A Bond is lost, stolen, or destroyed shall constitute a contractual obligation of GBRA whether or not the lost, stolen, or destroyed Series 2026A Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Series 2026A Bonds duly issued under this Resolution.

(e) Authority for Issuing Replacement Bonds. This Section of this Resolution shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of GBRA or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Series 2026A Bonds in the form and manner and with the effect, as provided in this Resolution for Series 2026A Bonds issued in conversion and exchange for other Series 2026A Bonds.

SECTION 27. CUSTODY, APPROVAL, AND REGISTRATION OF SERIES 2026A BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS. The Chair of the Board of Directors of GBRA is hereby authorized to have control of the Series 2026A Bonds issued hereunder and all necessary records and proceedings pertaining to the Series 2026A Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 2026A Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Series 2026A Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Series 2026A Bonds. The approving legal opinion of GBRA's Bond Counsel, and the assigned CUSIP numbers may, at the option of GBRA, be printed on the Series 2026A Bonds issued and delivered under this Resolution, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Series 2026A Bonds.

SECTION 28. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE SERIES 2026A BONDS.

(a) Covenants. GBRA covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Series 2026A Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, GBRA covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Series 2026A Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of such proceeds and funds or the projects financed therewith are so used, such amounts, whether or not received by GBRA, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Series 2026A Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Series 2026A Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Series 2026A Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Series 2026A Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Series 2026A Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Series 2026A Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Series 2026A Bonds, other than investment property acquired with --

(A) proceeds of the Series 2026A Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds or funds are needed for the purpose for which the Series 2026A Bonds were issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Series 2026A Bonds;

(7) to otherwise restrict the use of the proceeds of the Series 2026A Bonds or amounts treated as proceeds of the Series 2026A Bonds, as may be necessary, so that the Series 2026A Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Series 2026A Bonds, or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Series 2026A Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Series 2026A Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Series 2026A Bonds have been

paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the 2026A Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by GBRA for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. GBRA understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Series 2026A Bonds. It is the understanding of GBRA that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Series 2026A Bonds, GBRA will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Series 2026A Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2026A Bonds, GBRA agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Series 2026A Bonds under section 103 of the Code. In furtherance of such intention, GBRA hereby authorizes and directs the Chair or Vice Chair of the Board of Directors, or the General Manager/CEO, any Deputy General Manager or the Designated Financial Officer of GBRA to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of GBRA, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2026A Bonds.

(d) Allocation of, and Limitation On, Expenditures for the Project. GBRA covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Resolution (referred to herein as the "***Project***") on its books and records in accordance with the requirements of the Internal Revenue Code. GBRA recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, GBRA recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Series 2026A Bonds, or (2) the date the Series 2026A Bonds are retired. GBRA agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Series 2026A Bonds. For purposes hereof, GBRA shall not be obligated to comply with this

covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Series 2026A Bonds.

(e) Written Procedures. Unless superseded by another action of GBRA, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Board of Directors hereby adopts and establishes the instructions attached hereto as *Exhibit C* as GBRA's written procedures.

(f) Disposition of Project. GBRA covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by GBRA of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Series 2026A Bonds. For purposes of the foregoing, GBRA may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Series 2026A Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, GBRA shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest thereon.

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

SECTION 29. SALE AND DELIVERY OF SERIES 2026A BONDS. APPROVAL OF PRIVATE PLACEMENT MEMORANDUM. The Series 2026A Bonds are hereby authorized to be sold to the Texas Water Development Board for the price of par and no accrued interest. The Series 2026A Bonds are being purchased by the Texas Water Development Board pursuant to the TWDB Approving Resolution. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with GBRA's Financial Advisor, the Board of Directors hereby determines that the final terms of the Series 2026A Bonds as set forth in this Resolution are in GBRA's best interests. The Series 2026A Bonds initially delivered shall be registered in the name of **CEDE & CO.** The Private Placement Memorandum prepared in connection with the sale of the Series 2026A Bonds to the Texas Water Development Board in substantially the form attached to this Resolution as *Exhibit D* is approved.

SECTION 30. APPROVAL OF ESCROW AGREEMENT; DEPOSIT OF PROCEEDS. Concurrently with the initial delivery of the Series 2026A Bonds, GBRA shall deposit all proceeds of the Series 2026A Bonds into an escrow account established with **UMB BANK, N.A.** (the "***Escrow Agent***") pursuant to an Escrow Agreement between GBRA and the Escrow Agent, in substantially the form attached hereto as *Exhibit E*. The Escrow Agent qualifies as a designated state depository or other properly chartered and authorized institution in accordance with Chapter 2256, Texas Government Code, and Chapter 2257, Texas Government Code. The Escrow Agreement, which will govern the periodic disbursement of proceeds of the Series 2026A Bonds, are hereby approved in substantially final form, and the Chair, Vice Chair, Secretary/Treasurer, General Manager/CEO, each Deputy General Manager and the Designated

Financial Officer each are hereby authorized, for and on behalf of GBRA, to approve any changes in the Escrow Agreement from the forms attached hereto and to execute the Escrow Agreement in final form. All funds on deposit in the Escrow Account created by the Escrow Agreement which are approved by the Texas Water Development Board to be transferred to GBRA in order to pay eligible project costs (instead of the Escrow Agent paying such project costs directly from an Escrow Account to the appropriate vendor or service provider) shall be deposited by GBRA into a related Account in the Construction Fund created pursuant to Section 9(d) hereof. Funds on deposit in the Construction Fund (i) may be invested from time to time in the manner provided by Section 15 of this Resolution, and (ii) shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended.

SECTION 31. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Chair, Vice Chair and the Secretary/Treasurer of the Board of Directors of GBRA and the General Manager/CEO, any Deputy General Manager, the Designated Financial Officer of GBRA, and all other officers, employees, and agents of GBRA, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to approve, execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of GBRA all such instruments, whether or not herein mentioned as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Series 2026A Bonds and the Paying Agent/Registrar Agreement.

Furthermore, at any time prior to the delivery of the Series 2026A Bonds, the Chair or Vice Chair of the Board of Directors, and the General Manager/CEO and any Deputy General Manager of GBRA, each are hereby individually authorized and directed to approve any changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transaction contemplated and approved by this Resolution, (ii) satisfy requirements of the Texas Water Development Board, or (iii) obtain the approval of the Series 2026A Bonds by the Texas Attorney General's office.

SECTION 32. CONTINUING DISCLOSURE OF INFORMATION. On the basis of the private placement exception to the continuing disclosure requirements set forth in SEC Rule 15c2-12 (the "***Rule***"), 17 CFR 240.15c2-12, GBRA has not and does not undertake to provide continuing information about its financial condition, results of operation or other data subsequent to the issuance of the Series 2026A Bonds. Notwithstanding the foregoing, GBRA covenants to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Rule and determined as if the Texas Water Development Board was a "participating underwriter" with the meaning of the Rule, such continuing disclosure undertaking being for the benefit of the Texas Water Development Board and the beneficial owner of the Series 2026A Bonds if the Texas Water Development Board sells or otherwise transfers any of the Series 2026A Bonds and the beneficial owners of the Texas Water Development Board's bonds if GBRA is an obligated person with respect to the Texas Water Development Board's bonds under the Rule.

On that basis, the Board of Directors of GBRA previously approved, and an authorized officer of GBRA previously executed, three separate *Continuing Disclosure Agreements* (in the form prepared and approved by GBRA's Bond Counsel) by and between GBRA and each Expansion Customer (individually, a "***Continuing Disclosure Agreement***," and collectively, the "***Continuing Disclosure Agreements***"). GBRA and the Expansion Customers have undertaken in the Continuing Disclosure Agreements for the benefit of the beneficial owners of the Parity Obligations, to the extent set forth therein, to provide continuing disclosure of financial information and operating data with respect to GBRA and the Expansion Customers in accordance with the Rule as promulgated by the SEC. The continuing disclosure obligations that GBRA and the Expansion Customers have entered into as set forth in each Expansion Customer's Continuing Disclosure Agreement are applicable with respect to the Series 2026A Bonds, and such provisions are incorporated into this Resolution the same as if set forth herein.

GBRA and each Expansion Customer shall be obligated to observe and perform the covenants specified in this Section and in the respective Continuing Disclosure Agreement for so long as, but only for so long as, GBRA or the Expansion Customers remain an "obligated person" with respect to the Series 2026A Bonds within the meaning of the Rule, except that GBRA in any event will give notice of any deposit made in accordance with Section 25 of this Resolution that causes Series 2026A Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Series 2026A Bonds, 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. GBRA and the Expansion Customers undertake to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Section or in the Continuing Disclosure Agreements and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of GBRA's or any of the Expansion Customer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or the Continuing Disclosure Agreements or otherwise, except as expressly provided herein or therein. GBRA and the Expansion Customers do not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2026A Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL GBRA OR THE EXPANSION CUSTOMERS BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2026A BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY GBRA OR AN EXPANSION CUSTOMER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION OR IN THE CONTINUING DISCLOSURE UNDERTAKING, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by GBRA or any Expansion Customer in observing or performing their obligations under this Section or the Continuing Disclosure Agreements 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 GBRA or the Expansion Customers under federal and state securities laws.

The provisions of this Section and any Continuing Disclosure Agreement may be amended by GBRA from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of GBRA or the related Expansion Customer, but only if (1) the provisions of this Section and the Continuing Disclosure Agreement, as so amended, would have permitted an underwriter to purchase or sell Series 2026A Bonds in the primary offering of the Series 2026A Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Series 2026A Bonds consent to such amendment, or (b) a person that is unaffiliated with GBRA or such Expansion Customer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Series 2026A Bonds. GBRA may also amend or repeal the provisions of this Section, and GBRA and any Expansion Customer may amend or repeal the provisions of its related Continuing Disclosure Agreement, if the SEC amends or repeals the applicable provision 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 Series 2026A Bonds in the primary offering of the Series 2026A Bonds. If GBRA so amends the provisions of this Section, or if GBRA and any Expansion Customer so amend the related Continuing Disclosure Agreement, GBRA shall include with any amended financial information or operating data next provided in accordance with the Continuing Disclosure Undertaking an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33. FINAL ACCOUNTING. In compliance with 31 TAC '363.1301, 31 TAC '363.42(a)(2)(C), and 31 TAC '363.53, GBRA shall render a final accounting to the Texas Water Development Board within 60 days of the completion of the Expansion Project in reference to the total cost incurred by GBRA for its portion of the Expansion Project being financed by GBRA with proceeds of the Series 2026A Bonds, and shall submit documents establishing that GBRA has received from the contractor a complete set of as-built drawings for the Expansion Project. If the Expansion Project as finally completed is built or completed at a total cost less than the amount of available funds for building or completing the Expansion Project, or if the Executive Administrator of the Texas Water Development Board disapproves construction or completion of any portion of the Expansion Project as not being in accordance with the plans and specifications, GBRA agrees to immediately, with filing of the final accounting, return to the Texas Water Development Board the amount of any such excess and/or the cost determined by the Executive Administrator of the Texas Water Development Board relating to the parts of the Expansion Project not built or completed in accordance with the plans and specifications, to the nearest multiple of the authorized denominations for the Series 2026A Bonds, upon the surrender and cancellation of a like amount

of such Series 2026A Bonds held by the Texas Water Development Board in inverse order of their stated maturities. In determining the amount of available funds for building or completing the Expansion Project, GBRA agrees to account (or cause Alliance to account, as appropriate) for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Texas Water Development Board, if any, all other funds available for the Expansion Project as described in the project engineer's or fiscal representative's sufficiency of funds statement, and all interest earned by GBRA on money in the Construction Fund.

SECTION 34. COMPLIANCE WITH THE RULES AND REGULATIONS OF, AND WITH SPECIFIC COVENANTS REQUIRED BY, THE TEXAS WATER DEVELOPMENT BOARD.

(a) *Compliance with Applicable Laws, Rules and Regulations*. In compliance with 31 TAC '363.42(a)(2)H), GBRA covenants to comply with all applicable federal laws, rules, and regulations as well as the laws of the State of Texas (including but not limited to Chapters 15, 16, and 17 of the Texas Water Code, as applicable) and the rules and regulations of the Texas Water Development Board.

(b) *Environmental Determinations*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, GBRA agrees and covenants that it will comply with all conditions as may be specified in the environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(c) *Exercise of Remedies*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, the TWDB may exercise all remedies available to it in law or equity, and any provision of the Series 2026A Bonds that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(d) *Proceeds to Series 2026A Bonds to be Held at a Designated State Depository*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, and notwithstanding anything to the contrary set forth in this Resolution, the proceeds of the Series 2026A Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(e) *Prohibition on Use of Proceeds Related to Contaminated Soil; Indemnification*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, no proceeds of the Series 2026A Bonds shall be used by GBRA for the purpose of paying for sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, GBRA hereby agrees to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be

generated by GBRA, its contractors, consultants, agents, officials and employees as a result of activities relating to the project.

(f) *Report on Use of Project Funds to Compensate Historically Underutilized Businesses*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, GBRA shall report to the TWDB the amounts of project funds, if any, that were used to compensate historically underutilized businesses that worked on the Expansion Project, in accordance with 31 TAC ' 363.1312.

(g) *No Acquisition of Source Series Bonds*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, neither GBRA nor a related party thereto will acquire any of the Texas Water Development Board's "Source Series Bonds" in an amount related to the amount of the Series 2026A Bonds to be acquired from GBRA by the Texas Water Development Board.

(h) *Submission of Annual Audits of Expansion Customers*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, upon request by the Executive Administrator of the TWDB, GBRA shall submit annual audits of Expansion Customers for the Executive Administrator's review.[5]

(i) *Enforcement of Expansion Project Water Supply Agreements*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, GBRA covenants that it shall maintain and enforce the Expansion Project Water Supply Agreements with its Expansion Customers so that the revenues paid to GBRA by its Expansion Customers, together with applicable revenues paid to GBRA by its Initial Customers, are sufficient to meet the revenue requirements of GBRA obligations arising from the operation of the Carrizo Groundwater Supply Project.

(j) *Issuance of Additional Parity Obligations*. In satisfaction of the condition imposed in TWDB Resolution No. 24-062, as amended by TWDB Resolution Nos. 25-085 and 25-146, GBRA covenants that the Pledged Revenues may not be pledged to the payment of any Additional Parity Obligations of GBRA secured by a pledge of the same Pledged Revenues unless GBRA demonstrates to the Executive Administrator's satisfaction that the Pledged Revenues will be sufficient for the repayment of all Parity Obligations which remain Outstanding following the issuance of such Additional Parity Obligations.

[5]Note: As provided in Section 33 of this Resolution, GBRA has entered into a Continuing Disclosure Agreement with each Expansion Customer that currently contracts to purchase at least 10% of the treated water from the Carrizo Groundwater Supply Project, which Agreements obligate such Expansion Customers to post on the Electronic Municipal Market Access (EMMA) system website maintained by the Municipal Securities Rulemaking Board a copy of their annual audited financial statements within 12 months following the end of such Expansion Customers' respective fiscal years.

(k) *Records and Accounts; Annual Audit*. In compliance with 31 TAC '363.42(a)(2)(D) and (G), GBRA covenants that (i) it will keep current, accurate and complete records and accounts in accordance with generally accepted accounting principles necessary to demonstrate compliance with financial assistance-related legal and contractual provisions, and (ii) following the close of each fiscal year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants in accordance with generally accepted auditing standards, and will furnish a copy thereof, within 180 days of the end of such fiscal year, to the Texas Water Development Board, Attention: Executive Administrator.

(l) *Maintenance of Insurance*. In compliance with 31 TAC 363.42(a)(2)(L), GBRA covenants and agrees that while the Series 2026A Bonds remain outstanding it will maintain, or will cause to be maintained, casualty and other insurance on the Carrizo Groundwater Supply Project of a kind and in such amounts sufficient to protect the TWDB's interest in such Project. The payment of premiums for all insurance policies required under the provisions hereof shall be considered an Operation, Maintenance and Administrative Expense.

SECTION 35. INCORPORATION OF RECITALS. GBRA hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and GBRA hereby incorporates such recitals as a part of this Resolution.

SECTION 36. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE GUADALUPE-BLANCO RIVER AUTHORITY AT A REGULAR MEETING HELD ON OCTOBER 21, 2026.

APPROVED:

_____

Chair, Board of Directors

ATTEST:

_____

Secretary/Treasurer, Board of Directors

EXHIBIT A

SCHEDULE SHOWING DEBT SERVICE PAYMENTS FOR EXPANSION BONDS

ALLOCATED TO EACH EXPANSION CUSTOMER

EXHIBIT B

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

The Paying Agent/Registrar Agreement is omitted at this point
as it appears in executed form elsewhere in this Transcript of Proceedings

EXHIBIT C

WRITTEN PROCEDURES RELATING TO

CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Series 2026A Bonds, GBRA's chief financial officer (the "***Responsible Person***"), which currently is the Executive Manager of Finance/CFO of GBRA, will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Series 2026A Bonds will be entered into within six (6) months of the date of delivery of the Series 2026A Bonds (the "***Issue Date***");

(ii) monitor that at least 85% of the proceeds of the Series 2026A Bonds to be used for the construction, renovation or acquisition of any facilities are expended within five (5) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Series 2026A Bonds after five (5) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Expansion Project Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Series 2026A Bonds does not exceed an amount equal to the debt service on the Series 2026A Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Series 2026A Bonds for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Series 2026A Bonds are invested in an investment with a guaranteed yield for 4 years or more;

(vi) maintain any official action of GBRA (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Series 2026A Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Series 2026A Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Series 2026A Bonds the Responsible Person will:

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

(ii) monitor whether, at any time the Series 2026A Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Series 2026A Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Series 2026A Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Series 2026A Bonds are outstanding, any person, other than GBRA, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Series 2026A Bonds are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in this Resolution related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Series 2026A Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Series 2026A Bonds. If any portion of the Series 2026A Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding GBRA's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Series 2026A Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT D

FORM OF PRIVATE PLACEMENT MEMORANDUM

The Private Placement Memorandum is omitted at this point as it appears elsewhere in this Transcript of Proceedings.

EXHIBIT E

FORM OF ESCROW AGREEMENT

The Escrow Agreement is omitted at this point

as it appears in executed form elsewhere in this Transcript of Proceedings.

RESOLUTION AUTHORIZING THE ISSUANCE OF $35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF *GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026B (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)*; AUTHORIZING THE SALE THEREOF TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) THROUGH ITS *STATE WATER IMPLEMENTATION FUND FOR TEXAS* (SWIFT) PROGRAM; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT WITH UMB BANK, N.A. RELATED TO SUCH BONDS; APPROVING AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

DATE OF APPROVAL: OCTOBER 21, 2026

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Form of Private Placement Memorandum ..... Exhibit D
Form of Escrow Agreement ..... Exhibit E

RESOLUTION AUTHORIZING THE ISSUANCE OF $35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF *GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026B (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)*; AUTHORIZING THE SALE THEREOF TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) THROUGH ITS *STATE WATER IMPLEMENTATION FUND FOR TEXAS* (SWIFT) PROGRAM; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT WITH UMB BANK, N.A. RELATED TO SUCH BONDS; APPROVING AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

STATE OF TEXAS §

GUADALUPE-BLANCO RIVER AUTHORITY §

WHEREAS, the **GUADALUPE-BLANCO RIVER AUTHORITY** ("***GBRA***") is an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the provisions of Chapter 75, Acts of the 43rd Legislature, First Called Session, 1933, as amended (the "***GBRA Act***"); and

WHEREAS, Section 1 of the GBRA Act provides that "*the creation of the District is hereby determined to be essential to the accomplishment of the purposes of Section 59 of Article 16 of the Constitution of the State of Texas, including (to the extent hereinafter authorized) the control, storing, preservation and distribution of storm and flood waters, the waters of rivers and streams, including the Guadalupe and Blanco Rivers and their tributaries for irrigation, power, and all other useful purposes, the reclamation and irrigation of arid, semiarid and other lands needing irrigation, the reclamation and drainage of overflowed lands, and other lands needing drainage (but not to reclaim or drain coastal wetlands or inland marshes), the conservation and development of the forests, water and hydro-electric power of the State of Texas and the navigation of inland waters, and the preservation and conservation of all such natural resources of the State are hereby declared public rights and duties of the District" (emphasis added)*; and

WHEREAS, among numerous powers granted under the GBRA Act:

(ii) Section 2(a) thereof authorizes GBRA to "*control, store and preserve, within or adjoining the boundaries of the District, the waters of any rivers and streams, including the waters of the Guadalupe and Blanco Rivers and their tributaries, for all useful purposes, and to use, distribute and sell the same, within the boundaries of the District, for any such purposes*";

(ii) Section 2(b) thereof authorizes GBRA to "*conserve, preserve and develop underground waters within the boundaries of the District (subject to any applicable regulation by the State or any political subdivision) for all useful purposes, and to use, distribute and sell the same, within the boundaries of the District for any such purposes*";

(iii) Section 2(c) thereof authorizes GBRA to "*acquire water, water supply facilities and conservation storage capacity within or without the District from any person, including the State or any of its agencies and subdivisions and the United States of America and any of its agencies and subdivisions*";

(iv) Section 2(l) thereof authorizes GBRA to "*acquire by purchase, lease, gift or in any other manner (otherwise than by condemnation)*[6] *and to maintain, use and operate any and all property of any kind, real, personal, or mixed, or any interest therein, within or without the boundaries of the District, necessary or convenient to the exercise of the powers, rights, privileges and functions conferred upon it by this Act"*;

(v) Section 2(p) thereof authorizes GBRA to "*construct, extend, improve, maintain, and reconstruct, to cause to be constructed, extended, improved, maintained, and reconstructed, and to use and operate, any and all facilities of any kind necessary or convenient to the exercise of such powers, rights, privileges and functions*";

(vi) Section 2(v) thereof authorizes GBRA to "*make contracts and to execute instruments necessary or convenient to the exercise of the powers, rights, privileges, and functions conferred upon it by this Act or General Law for such term and with such provisions as the Board hereinafter referred to may determine to be in the best interest of the District, including, without in any way limiting the generality of the foregoing, contracts with persons, including the State of Texas, the United States of America and any corporation or agency thereof and districts, cities, towns, persons, organizations, associations, firms, corporations, entities or others, as such Board may deem necessary or proper for, or in connection with, any corporate purpose to provide for the construction, acquisition, ownership, financing, operation, maintenance, sale, leasing to or from, or other use or disposition of any facilities authorized to be developed, preserved, conserved, acquired, or constructed under this Act or General Law, including any improvements, structures, facilities, equipment and all other property of any kind in connection therewith and any lands, leaseholds, easements and any interest in any of the foregoing*"; and

(vii) Section 2(x) thereof authorizes GBRA to "*borrow money for its corporate purposes and, without limitation of the generality of the foregoing, to borrow money and accept grants from persons, including the State of Texas, the United States of America, or from any corporation or agency created or designated by the State of Texas or the United States of*

[6]The power to condemn property is granted by Section 2(m) of the GBRA Act and other applicable state law.

America, and, in connection with any such loan or grant, to enter into such agreements as the State of Texas or the United States of America or such corporations or agency may require; and to make and issue its negotiable bonds or notes for moneys borrowed, in the manner and to the extent provided in this Act, and to refund or refinance any outstanding bonds or notes and to make and issue its negotiable bonds or notes thereof in the manner and to the extent provided in this Act. Nothing in this Act shall authorize the issuance of any bonds, notes, or other evidences of indebtedness of the District, except as specifically provided in this Act, and no issuance of bonds, notes, or other evidences of indebtedness of the District shall ever be authorized except by this Act or General Law; and

WHEREAS, the Board of Directors previously has approved and authorized GBRA to plan, design, acquire, construct and equip a new groundwater supply project, known generally as the "Carrizo Groundwater Supply Project," which primarily consists of the acquisition of groundwater leases for the Carrizo Aquifer water in Gonzales and Caldwell counties, and the construction and equipping of facilities to pump, treat, and convey groundwater in and from Gonzales and Caldwell counties, including but not limited to water treatment plant(s) and associated facilities, and facilities to convey treated water through and to Gonzales, Guadalupe, Caldwell, Hays, and Comal counties, as well as storage and blending facilities, and other facilities necessary or desirable for the supply of treated water to GBRA customers (the "***Carrizo Groundwater Supply Project***"); and

WHEREAS, the Carrizo Groundwater Supply Project is a component of an overall water supply project known generally by GBRA as the "Mid-Basin Project"; and

WHEREAS, GBRA and the *Alliance Regional Water Authority* ["***Alliance***," which was formerly known as the *Hays Caldwell Public Utility Agency* and is comprised of the cities of San Marcos, Kyle, and Buda, and the Canyon Regional Water Authority (which represents County Line Special Utility District, Crystal Clear Special Utility District, Green Valley Special Utility District, and Martindale Water Supply Corporation)] have entered into a *Water Treatment and Delivery Agreement*, executed and effective as of June 27, 2018 (the "***Regional Agreement***") relating to the Carrizo Groundwater Supply Project pursuant to which, among other things:

(i) Alliance will own the property interests in the "Project Facilities" (generally defined and described in the Regional Agreement as the water treatment plant and those water transmission lines, pump stations, metering equipment, piping, control devices, systems and appurtenances at delivery points, and other associated improvements to be used for the purpose of (a) receiving untreated groundwater from both parties in a volume, rate, and quality set forth in the Regional Agreement, and (b) delivering treated water to each party at the locations, volume, rate, and quality set forth in the Regional Agreement), and any improvements to the Project Facilities;

(ii) GBRA will own capacity in the Project Facilities in the amount set forth in the Regional Agreement; and

(iii) GBRA and Alliance each will issue bonds to fund their proportional costs of the Project Facilities based on each party's ownership capacity; and

WHEREAS, in 2018, GBRA executed a separate *Gonzales Carrizo Water Supply Project Treated Water Agreement* with New Braunfels Utilities, the City of Lockhart, and Goforth Special Utility District (collectively referred to as the "***Initial Customers***") to annually supply up to 15,000 acre feet of treated water from the Carrizo Groundwater Supply Project; and

WHEREAS, in 2018, 2019, 2020, and 2021, GBRA issued or incurred debt (defined and further described in Section 7 herein as the "***Initial Project Bonds***") to finance the acquisition of its portion of groundwater leases and the construction of the Carrizo Groundwater Supply Project and completed in 2024 the construction of those portions of the Carrizo Groundwater Supply Project necessary to pump, treat, and transport up to 15,000 acre feet annually of groundwater from the well fields in Gonzales and Caldwell counties to the Initial Customers serve the Initial Customers; and

WHEREAS, the initial portion of the Carrizo Groundwater Supply Project to provide up to 15,000 acre feet of treated water to the Initial Customers as described above is herein referred as the "***Initial Project***"); and

WHEREAS, GBRA was advised by an Initial Customer, two other public entities, and a private entity that they require an additional source of water to meet their retail water demands in the future and have determined that obtaining water from the Carrizo Groundwater Supply Project was in their best interests; consequently, GBRA and such entities entered into a memorandum of understanding in 2021, the purpose of which was to identify their respective water supply needs, the infrastructure necessary to expand the Initial Project in order to supply such additional water through the Carrizo Groundwater Supply Project to the Expansion Customers (herein referred to as the "***Expansion Project***"), and the estimated total capital costs for such expansion infrastructure; and

WHEREAS, as of the date of passage of this Resolution, GBRA has entered into a separate *Treated Water Supply Agreement* with three public entities[7] for the purpose of selling and delivering annually up to

[7]GBRA has also entered into a *Gonzales Carrizo Water Supply Project Treated Water Supply Agreement* with a private entity known as Camino Real Utility, a Texas limited liability company("***Camino Real***") (i) will be committed to purchase 2,419 acre-feet of treated water per Fiscal Year from the Carrizo Groundwater Supply Project, (ii) will contribute cash to GBRA to pay its pro rata portion of the costs to plan, design, acquire, construct and equip the Carrizo Groundwater Supply Project, and (ii) will have no obligation to pay any portion of the "Shared Project Debt Service Charge" (relating to the payment of debt service on the Initial Project Bonds), the "Expansion Bonds Debt Service Charge" (relating to the payment of debt service on the Expansion Bonds), or the "Additional Bonds Debt Service Charge" relating to the payment of debt service on any "Additional Bonds" issued in the future by GBRA to plan, design, construct, acquire, repair, extend, replace, improve, upgrade, or expand the Carrizo Groundwater Supply Project (as such capitalized terms are defined and more fully described in the Expansion Project Water Supply Agreements. Accordingly, while Camino Real is a customer of GBRA for purposes of purchasing treated water

approximately 9,000 additional acre feet of treated water through the Carrizo Groundwater Supply Project, which agreements are further described as follows:

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and County Line Special Utility District, effective as of June 29, 2022;

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and Goforth Special Utility District, effective as of June 29, 2022;

Gonzales Carrizo Water Supply Project Treated Water Supply Agreement by and Between the Guadalupe-Blanco River Authority and Maxwell Special Utility District, effective as of June 29, 2022;

WHEREAS, the Treated Water Supply Agreements described above, together with any amendments thereto, are collectively referred to herein as the "***Expansion Project Water Supply Agreements***," and the three public entities with whom GBRA has entered into the Expansion Project Water Supply Agreements described above are referred to herein, and defined in Section 7 hereof, as the "***Expansion Customers***"; and

WHEREAS, the Texas Water Development Board (the "***Texas Water Development Board***" or the "***TWDB***"), pursuant to Resolution No. 22-067 adopted on July 27, 2022, Resolution No. 24-062 adopted on July 23, 2024 and Resolution No. 25-097 adopted on July 24, 2025, approved commitments to provide financial assistance to GBRA from the TWDB's *State Water Implementation Fund for Texas* ("***SWIFT***") program for the costs of the Expansion Project which (i) $39,670,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 18, 2022, (ii) $72,665,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2023 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 17, 2023, (iii) $40,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2024 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 12, 2024; (iv) $40,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2025A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 21, 2025; and (v) $3,000,000 in aggregate principal amount of GBRA's Contract Revenue Bonds, Series 2025B (Low-Interest Financing) (Carrizo Groundwater

through the Carrizo Groundwater Supply Project, it is not an Expansion Customer for purposes of this Resolution, and it will not provide any funds to pay debt service relating to the Initial Project Bonds or the Expansion Bonds.

Supply Expansion Project) were issued and delivered by GBRA, and purchased by the Texas Water Development Board on November 21, 2025 (collectively, the "***Previously Issued Expansion Bonds***"); and

WHEREAS, GBRA currently has $44,705,000 in remaining financial commitment provided by TWDB pursuant to Resolution 24-062, which it expects to utilize concurrently with the issuance of the Series 2026B Bonds, via the issuance of its Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project); and

WHEREAS, on April 15, 2026, the Board of Directors of GBRA authorized the submission of an *Application for Financial Assistance* (the ***"Application"***) to the TWDB, pursuant to which GBRA requested financial assistance in the aggregate amount of up to $35,000,000 from the TWDB's SWIFT program to finance the costs to plan, design, acquire, construct and equip the Expansion Project (including, particularly, to cover updated project cost and contingency estimates resulting from more detailed design engineering analyses, and increasing construction and material costs, and overages in easement acquisition costs, and required repairs, remediation, rehabilitation, and reconstruction for Expansion Project);

WHEREAS, the TWDB reviewed the Application and, pursuant to Resolution No. 26-082 adopted on July 23, 2026, approved a commitment to provide financial assistance to GBRA for the costs of the Expansion Project by committing to purchase up to $35,000,000 principal amount of "Contract Revenue Bonds";

WHEREAS, in order to provide additional funds to pay for the planning, designing, acquisition, construction and equipment of the Expansion Project, including updated project cost and contingency estimates not contemplated or beyond the scope of the Texas Water Development Board commitments related to the Previously Issued Expansion Bonds resulting from more detailed design engineering analyses, and increasing construction and construction materials costs, and overages in easement acquisition costs, and required repairs, remediation, rehabilitation, and reconstruction, the Board of Directors of GBRA finds and declares a public purpose and deems it advisable and in the best interests of GBRA to issue its *Contract Revenue Bonds, Series 2026B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project)* (the ***"Series 2026B Bonds***") in the aggregate principal amount of *$35,000,000* (which shall be issued on a parity with the Previously Issued Expansion Bonds), representing the first and final installment of the financial commitment provided by TWDB pursuant to Resolution No. 26-082, payable from and secured by a lien on and pledge of certain revenues received by GBRA from the Expansion Customers through the Expansion Project Water Supply Agreements (as further described and defined herein as the "***Pledged Revenues***"); and

WHEREAS, the Expansion Project Water Supply Agreements with the Expansion Customers require the Expansion Customers to pay, among other charges, generally on a pro rata basis, all operation, maintenance and administrative expenses related to GBRA's portion of the Carrizo Groundwater Supply Project, which expenses generally shall be charged to each Expansion Customer as the "*Gonzales Carrizo Delivery Charge*" through the application of the "*Gonzales Carrizo Delivery Rate*" to each Expansion Customer as described in Section 4.3 of the Expansion Project Water Supply Agreements; and

WHEREAS, the Expansion Project Water Supply Agreements further require the Expansion Customers to pay an amount sufficient to cover "*the total principal and interest requirements on the outstanding Expansion Bonds, plus a coverage factor not to exceed 10% of such principal and interest requirements*", which amount is collected through the application of the "*Expansion Bonds Debt Service Charge*" in accordance with Section 4.1(b) of the Expansion Project Water Supply Agreements and is described as "*an amount to be charged to and paid by the [Expansion] Customer and all other Tax-Exempt Expansion Customers during each Fiscal Year that Expansion Bonds are outstanding*"; and

WHEREAS, Section 4.1(b) of each Expansion Project Water Supply Agreement further provides that "*[t]he Expansion Bonds Debt Service Charge that is allocated to . . . [each Expansion] Customer by GBRA each Fiscal Year, in accordance with this Section 4.1 and all applicable bond resolutions (the "Customer's Pro Rata Expansion Bonds Debt Service Charge"), shall be the then current annual Expansion Bonds Debt Service multiplied by the quotient derived by dividing the Maximum Rate of Delivery by the aggregate maximum rates of delivery of all Tax-Exempt Expansion Customers and taking into account preferences . . . [each Expansion] Customer elects to exercise with respect to the structure of the debt service for each series of Expansion Bonds which differ from the structure of any other customer that enters into a similar agreement with GBRA to receive water from the Project, if any*" and

WHEREAS, Section 4.1(b) of the Expansion Project Water Supply Agreements further provides that "*[f]ollowing the issuance of any debt creating or altering the amount of Expansion Bonds Debt Service, GBRA shall provide [each Expansion] Customer with a schedule showing the Customer's Pro Rata Expansion Bonds Debt Service Charge for all outstanding Expansion Bonds to be paid by the [Expansion] Customer for each Fiscal Year through the term of all Expansion Bonds . . ., but reserves the right to modify such schedule to correct any ambiguities or mistakes or account for any other changes deemed necessary and appropriate*"; and

WHEREAS, Section 10 of the GBRA Act provides that "*[a]ny and every indebtedness, liability or obligation of the District, for the payment of money, however entered into or incurred, and whether arising from contract, implied contract or otherwise, shall be payable (1) out of the revenues received by the District in respect to its properties, subject to any prior lien thereon conferred by any resolution or resolutions theretofore adopted as in this Act provided, authorizing the issuance of bonds or (2), if the Board shall so determine, out of the proceeds of sale by the District of bonds payable solely from such revenues"*; and

WHEREAS, GBRA is authorized by Section 11(c) of the GBRA Act to pledge to the payment of the principal of and the interest on bonds "*all or any part of the gross or net revenues thereafter received by the District in respect of the property, real, personal or mixed, to be acquired and/or constructed with such bonds or the proceeds thereof, or all or any part of the gross or net revenues thereafter, received by the District from whatever source derived*"; and

WHEREAS, Section 1201.042(a), Texas Government Code, provides that "*[a]n issuer may use the proceeds of a public security issued to finance the acquisition, construction, or improvement of a project or facility to: (1) pay interest on the public security while the project or facility is being acquired, constructed, or improved and for the year after it is acquired, constructed, or improved; (2) operate and maintain the project or facility during the estimated period of acquisition, construction, or improvement of the project or facility and for one year after it is acquired, constructed, or improved; (3) finance other funds relating to the public security, including debt service reserve and contingency; and (4) pay the cost or expense of the issuance of the public security*"; and

WHEREAS, the Series 2026B Bonds hereinafter authorized and designated are to be issued and delivered pursuant to the GBRA Act, Chapter 1201, Texas Government Code, and other applicable laws; and

WHEREAS, 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 Chapter 551, Texas Government Code;

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUADALUPE-BLANCO RIVER AUTHORITY, THAT:

SECTION 1. AMOUNT AND PURPOSE OF THE SERIES 2026B Bonds. The bond or bonds of GBRA (defined above as the Series 2026B Bonds and further described in Sections 2(a) and 3(a) below), which are to be purchased by the Texas Water Development Board as a "low interest loan" through its SWIFT program, are hereby authorized to be issued and delivered in the aggregate principal amount of ***$35,000,000 FOR THE PURPOSE OF PROVIDING A PORTION OF THE FUNDS TO (I) FINANCE COSTS FOR PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING AN EXPANSION OF A NEW GROUNDWATER SUPPLY PROJECT, KNOWN GENERALLY AS THE "CARRIZO GROUNDWATER SUPPLY PROJECT" (WHICH PRIMARILY CONSISTS OF THE ACQUISITION OF GROUNDWATER LEASES FOR THE CARRIZO AQUIFER WATER IN GONZALES AND CALDWELL COUNTIES, AND THE CONSTRUCTION AND EQUIPPING OF FACILITIES TO PUMP, TREAT, AND CONVEY GROUNDWATER IN AND FROM GONZALES AND CALDWELL COUNTIES, INCLUDING BUT NOT LIMITED TO WATER TREATMENT PLANT(S) AND ASSOCIATED FACILITIES, AND FACILITIES TO CONVEY TREATED WATER THROUGH AND TO GONZALES, GUADALUPE, CALDWELL, HAYS, AND COMAL COUNTIES, AS WELL AS STORAGE AND BLENDING FACILITIES, AND OTHER FACILITIES NECESSARY OR DESIRABLE FOR THE SUPPLY OF TREATED WATER TO GBRA CUSTOMERS); (II) PAY THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH EXPANSION PROJECT; (III) PROVIDE FUNDS TO PAY CAPITALIZED INTEREST; AND (IV) PAY COSTS OF ISSUANCE.***

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF THE SERIES 2026B BONDS.

(a) *Series 2026B Bonds*. Each bond issued pursuant to and for the purpose described in Section 1 of this Resolution shall be designated **GUADALUPE-BLANCO RIVER AUTHORITY CONTRACT REVENUE BONDS, SERIES 2026B (LOW-INTEREST FINANCING) (CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)**, and initially there shall be issued, sold and delivered hereunder one fully registered Series 2026B Bond, without interest coupons, dated as of November 1, 2026, in the aggregate principal amount of *$35,000,000*, numbered T-1 (the "***Initial Series 2026B Bond***"),with Series 2026B Bonds issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Series 2026B Bond being payable to the initial purchaser designated in Section 29 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "***Registered Owner***"), and the Series 2026B Bonds shall mature and be payable serially on ***August 15*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

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SERIES 2026B BONDS

YEAR OF MATURITY	PRINCIPAL AMOUNT ($)	YEAR OF MATURITY	PRINCIPAL AMOUNTS ($)
2030	805,000	2044	1,260,000
2031	825,000	2045	1,310,000
2032	845,000	2046	1,365,000
2033	870,000	2047	1,420,000
2034	890,000	2048	1,480,000
2035	920,000	2049	1,545,000
2036	945,000	2050	1,615,000
2037	975,000	2051	1,685,000
2038	1,010,000	2052	1,760,000
2039	1,045,000	2053	1,835,000
2040	1,085,000	2054	1,915,000
2041	1,125,000	2055	2,000,000
2042	1,170,000	2056	2,085,000
2043	1,215,000	***	***

(b) *Certain Definitions*. The term "Series 2026B Bonds" as used in this Resolution shall mean and include the Series 2026B Bonds initially issued and delivered pursuant to this Resolution and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Series 2026B Bond" shall mean any of the Series 2026B Bonds.

SECTION 3. INTEREST; ALLOCATION OF DEBT SERVICE PAYMENTS AMONG EXPANSION CUSTOMERS.

(a) *Series 2026B Bonds*. The Series 2026B Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF SERIES 2026B BONDS set forth in this Resolution to their respective dates of maturity at the rates per annum as set forth below:

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SERIES 2026B BONDS

YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)
2030	3.110	2044	4.250
2031	3.230	2045	4.280
2032	3.290	2046	4.320
2033	3.380	2047	4.430
2034	3.420	2048	4.430
2035	3.480	2049	4.490
2036	3.580	2050	4.510
2037	3.690	2051	4.510
2038	3.910	2052	4.560
2039	4.000	2053	4.560
2040	4.050	2054	4.600
2041	4.160	2055	4.600
2042	4.180	2056	4.600
2043	4.260	***	***

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF SERIES 2026B BONDS set forth in this Resolution.

(b) *Allocation of Debt Service Payments Among Expansion Customers*. As noted in a recital above, Section 4.1(b) of each Expansion Project Water Supply Agreement requires GBRA to provide each Expansion Customer "*with a schedule showing the [Expansion] Customer's Pro Rata Expansion Bonds Debt Service Charge for all outstanding Expansion Bonds to be paid by the [Expansion] Customer for each Fiscal Year through the term of all Expansion Bonds*." In compliance with such requirement, attached as *Exhibit A* is a schedule showing the amount of the annual Gonzales Carrizo Debt Service Charge (but excluding the not to exceed 10% coverage amount GBRA may charge to all Expansion Customers) that is hereby allocated to each Expansion Customer in accordance with Section 4.1(b) of the Expansion Project Water Supply Agreements. Such schedule is based on (i) the principal maturity schedule and the respective interest rates for the Previously Issued Parity Obligations (as defined in Section 7 herein) set forth in the resolution authorizing such Obligations, and (ii) the principal maturity schedule and the respective interest rates of the Series 2026B Bonds set forth in Sections 2(a) and 3(a) of this Resolution, respectively, after taking into account preferences each Expansion Customer elected to exercise with respect to the structure of the debt service for the Previously Issued Parity Obligations and/or the Series 2026B Bonds which differ from the structure of any other Expansion Customer. A copy of *Exhibit A* (or similar document based upon

the information set forth in *Exhibit A*) shall be promptly provided to each Expansion Customer upon the issuance of the Series 2026B Bonds. As further permitted in Section 4.1(b) of each Expansion Project Water Supply Agreement, GBRA has reserved the right "*to modify such schedule to correct any ambiguities or mistakes or account for any other changes deemed necessary and appropriate*"; accordingly, in the event GBRA reasonably determines that the payment obligations set forth in *Exhibit A* need to be modified in order to correct an ambiguity or mistake or account for any other change deemed necessary or appropriate, the General Manager/CEO, any Deputy General Manager, and the Designated Financial Officer (as defined in Section 7 of this Resolution) of GBRA are each hereby authorized to modify the payment obligations set forth in *Exhibit A* and provide each Expansion Customer with a revised *Exhibit A* or similar document reflecting such modifications; *provided, however*, any such modification shall assure that the total payments to be made by all Expansion Customers (exclusive of the 10% coverage amount GBRA may charge to all Expansion Customers) will be sufficient to cover the annual debt service requirements on all bonds and other obligations issued or entered into by GBRA to finance the acquisition, construction and equipping of the Carrizo Groundwater Supply Project.

SECTION 4. REDEMPTION. The Series 2026B Bonds are subject to redemption as set forth in the FORM OF SERIES 2026B BONDS set forth in Section 6 of this Resolution.

SECTION 5. CHARACTERISTICS OF THE SERIES 2026B BONDS. (a) *Registration, Transfer, and Exchange; Authentication*. GBRA shall keep or cause to be kept at the designated corporate trust or commercial banking office (initially located in Austin, Texas) of **UMB BANK, N.A.** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Series 2026B Bonds (the "***Registration Books***"), and GBRA hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as GBRA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit B* is a copy of the Paying Agent/Registrar Agreement between GBRA and the Paying Agent/Registrar relating to the Series 2026B Bonds, which is hereby approved in substantially final form, and the Chair, Vice Chair and Secretary/Treasurer of the Board of Directors of GBRA are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Series 2026B Bond to which payments with respect to the Series 2026B Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Series 2026B Bonds shall be made within three business days after request and presentation thereof. GBRA shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Series 2026B Bond or Series 2026B Bonds shall be paid as provided in the FORM OF SERIES 2026B BONDS set forth in this Resolution. Registration of assignments, transfers and exchanges of Series 2026B Bonds shall be made in the manner provided and

with the effect stated in the FORM OF SERIES 2026B BONDS set forth in this Resolution. Each substitute Series 2026B Bond shall bear a letter and/or number to distinguish it from each other Series 2026B Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Series 2026B Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Series 2026B Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Series 2026B Bonds and Series 2026B Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of GBRA or any other body or person so as to accomplish the foregoing transfer and exchange of any Series 2026B Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Series 2026B Bonds in the manner prescribed herein, and said Series 2026B Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of the Series 2026B Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Series 2026B Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Series 2026B Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Series 2026B Bonds and Interest*. GBRA hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Series 2026B Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by GBRA and the Paying Agent/Registrar with respect to the Series 2026B Bonds.

(c) *In General*. The Series 2026B Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Series 2026B Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by GBRA at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Series 2026B Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Series 2026B Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and GBRA shall have certain duties and responsibilities with respect to the Series 2026B Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF SERIES 2026B BONDS set forth in this Resolution. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Series 2026B Bond issued in exchange for the Initial Bond issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF SERIES 2026B BONDS. In lieu of the executed Paying Agent/Registrar=s Authentication Certificate described above, the Initial Bond delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF SERIES 2026B BONDS below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly

approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of GBRA, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. GBRA covenants with the Registered Owners of the Series 2026B Bonds that at all times while the Series 2026B Bonds are outstanding GBRA will provide a competent and legally qualified bank, trust company, financial institution, or other agency with trust powers to act as and perform the services of Paying Agent/Registrar for the Series 2026B Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. GBRA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, GBRA covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Series 2026B Bonds, to the new Paying Agent/Registrar designated and appointed by GBRA. Upon any change in the Paying Agent/Registrar, GBRA promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Series 2026B Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Series 2026B Bonds*. Upon initial issuance, the ownership of each Series 2026B Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Series 2026B Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Series 2026B Bonds registered in the name of Cede & Co., as nominee of DTC, the GBRA and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2026B Bonds. Without limiting the immediately preceding sentence, the GBRA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2026B Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of the Series 2026B Bonds, as shown on the Registration Books, of any notice with respect to the Series 2026B Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Series 2026B Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Series 2026B Bonds. Notwithstanding any other provision of this Resolution to the contrary, the GBRA and the Paying Agent/Registrar shall be entitled to treat and consider

the person in whose name each Series 2026B Bond is registered in the Registration Books as the absolute owner of such Series 2026B Bond for the purpose of payment of principal and interest with respect to such Series 2026B Bond, for the purpose of registering transfers with respect to such Series 2026B Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Series 2026B Bonds only to or upon the Resolution of the Registered Owners, as shown in the Registration Books 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 GBRA's obligations with respect to payment of principal of and interest on the Series 2026B Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Series 2026B Bond certificate evidencing the obligation of the GBRA to make payments of principal and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the GBRA determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the GBRA to DTC or that it is in the best interest of the beneficial owners of the Series 2026B Bonds that they be able to obtain certificated Series 2026B Bonds, the GBRA shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2026B Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Series 2026B Bonds and transfer one or more separate Series 2026B Bonds to DTC Participants having Series 2026B Bonds credited to their DTC accounts; *provided, however, in no event shall GBRA discontinue the use of DTC as the securities depository for the Series 2026B Bonds and appoint a successor securities depository in accordance with the preceding provisions without prior notice and consent of the Texas Water Development Board for so long as the Texas Water Development Board is the holder of any of the Series 2026B Bonds*. In such event, the Series 2026B Bonds shall no longer be restricted to being registered in the Registration Books 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 Registered Owners transferring or exchanging Series 2026B Bonds shall designate, in accordance with the provisions of this Resolution. Notwithstanding the foregoing, so long as the Texas Water Development Board is the registered owner of any of the Series 2026B Bonds, GBRA shall not discontinue the book-entry-only system with DTC without written notice to and consent from the Texas Water Development Board or its authorized representative.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2026B Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Series 2026B Bond and all notices with respect to such Series 2026B Bond shall be made and given, respectively, in the manner provided in the representation letter of the GBRA to DTC.

(h) *DTC Letter of Representation*. The officers of the GBRA are herein authorized for and on behalf of the GBRA and as officers of the GBRA to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Series 2026B Bonds.

(i) *Delivery of Initial Bonds*. On the closing date, one Initial Bond for the Series 2026B Bonds (the "***Initial Series 2026B Bond***") representing the entire principal amount for such series, payable in stated installments to the initial Registered Owner (i.e., the *Texas Water Development Board*), executed by manual or facsimile signature of the Chair and Secretary/Treasurer of GBRA, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Series 2026B Bond, the Paying Agent/Registrar shall cancel such Initial Series 2026B Bond and deliver to the initial Registered Owner or its designee one registered definitive Series 2026B Bond for each year of maturity of the Series 2026B Bonds, in the aggregate principal amount of all of the Series 2026B Bonds for such maturity.

SECTION 6. FORM OF SERIES 2026B BONDS. The form of the Series 2026B Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Initial Series 2026B Bond initially issued and delivered pursuant to this Resolution to the initial purchaser named in Section 29 hereof), shall be, respectively, substantially as follows, with such appropriate variations, omissions, insertions, or completions as are permitted or required by this Resolution.

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FORM OF SERIES 2026B BONDS

R- **PRINCIPAL AMOUNT**

UNITED STATES OF AMERICA **$_____**

STATE OF TEXAS

GUADALUPE-BLANCO RIVER AUTHORITY

CONTRACT REVENUE BONDS,

SERIES 2026B (LOW-INTEREST FINANCING)

(CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF SERIES	CUSIP NO.
_____%	_____, 20__	November 1, 2026	400524 ___

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE SPECIFIED ABOVE, the ***GUADALUPE-BLANCO RIVER AUTHORITY*** (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "***Registered Owner***") the principal amount set forth above, and to pay interest thereon from the date of delivery of this Bond to the initial purchaser (as such date is shown on the "Registration Books" maintained by the "Paying Agent/Registrar", which terms are hereinafter defined) until the earlier of the Maturity Date specified above or the date of redemption prior to maturity, at the Interest Rate per annum specified above, with interest being payable on February 15, 2027, and on each February 15 and August 15 thereafter; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the "Series 2026B Bond" or "Series 2026B Bonds" (as defined below), if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated offices of **UMB BANK, N.A.** (initially located in Austin, Texas), which is the "***Paying Agent/Registrar***" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Series 2026B Bonds (the "***Resolution***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Series 2026B Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regular semi-annual interest payment date in which case interest shall be paid in the normal course). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Expansion Project Interest and Sinking Fund" created by the Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Series 2026B Bonds, when due.

NOTWITHSTANDING THE FOREGOING, as long as the Texas Water Development Board is the owner of this Bond, payment of principal on this Bond shall be made by wire transfer to the Texas Water Development Board and at no cost to the Texas Water Development Board.

IF THE DATE FOR THE PAYMENT of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A SERIES OF BONDS, dated as of November 1, 2026 (the "***Series 2026B Bonds***"), authorized in accordance with the Constitution and laws of the State of Texas in the

principal amount of ***$35,000,000 FOR THE PURPOSE OF PROVIDING A PORTION OF THE FUNDS TO (I) FINANCE COSTS FOR PLANNING, DESIGNING, ACQUIRING, CONSTRUCTING AND EQUIPPING AN EXPANSION OF A NEW GROUNDWATER SUPPLY PROJECT, KNOWN GENERALLY AS THE "CARRIZO GROUNDWATER SUPPLY PROJECT" (WHICH PRIMARILY CONSISTS OF THE ACQUISITION OF GROUNDWATER LEASES FOR THE CARRIZO AQUIFER WATER IN GONZALES AND CALDWELL COUNTIES, AND THE CONSTRUCTION AND EQUIPPING OF FACILITIES TO PUMP, TREAT, AND CONVEY GROUNDWATER IN AND FROM GONZALES AND CALDWELL COUNTIES, INCLUDING BUT NOT LIMITED TO WATER TREATMENT PLANT(S) AND ASSOCIATED FACILITIES, AND FACILITIES TO CONVEY TREATED WATER THROUGH AND TO GONZALES, GUADALUPE, CALDWELL, HAYS, AND COMAL COUNTIES, AS WELL AS STORAGE AND BLENDING FACILITIES, AND OTHER FACILITIES NECESSARY OR DESIRABLE FOR THE SUPPLY OF TREATED WATER TO THE ISSUER'S CUSTOMERS); (II) PAY THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECT; (III) PROVIDE FUNDS TO PAY CAPITALIZED INTEREST; AND (IV) PAY COSTS OF ISSUANCE***.

ON FEBRUARY 15, 2037, OR ON ANY DATE THEREAFTER, the Series 2026B Bonds maturing on and after August 15, 2037, may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part (and, if in part, the Series 2026B Bonds shall be redeemed in inverse order of maturity, and if less than all the Series 2026B Bonds of a particular maturity are to be redeemed, the Series 2026B Bonds to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot, provided that a portion of a Series 2026B Bond may be redeemed only in an integral multiple of $5,000), at the redemption price equal to par plus accrued interest to the date fixed for redemption.

AT LEAST 30 DAYS PRIOR to the date fixed for redemption of Series 2026B Bonds prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Series 2026B Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date. The notice with respect to an optional redemption may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the Issuer retains the right to rescind such notice at any time prior to the scheduled redemption date if the Issuer delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Series 2026B Bonds which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Series 2026B Bonds which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment.

THIS BOND MAY BE ASSIGNED and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Series 2026B Bonds, upon the terms and conditions set forth in the Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee in whose name this Bond is to be transferred and registered. The form of Assignment printed on this Bond shall be executed by the Registered Owner, or its duly authorized attorney or representative, to evidence the assignment hereof. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Series 2026B Bond called for redemption prior to maturity, within 45 days prior to its redemption date. The Registered Owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Series 2026B Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Series 2026B Bonds.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, and that the interest on and principal of this Bond, together with all "Parity Obligations" and any "Additional Parity Obligations" (as such terms are defined and described in the Resolution) currently or hereafter issued by the Issuer, as such interest comes due, and as such principal matures, are payable from and secured by a first and prior lien on and pledge of the "Pledged Revenues" (as defined and described in the Resolution), which primarily consists of the "Gross Contract Revenues" (as defined in the Resolution) derived by the Issuer from various entities (defined in the Resolution, and referred to herein, as the "Expansion Customers") pursuant to the "Expansion Project Water Supply Agreements" (as defined in the Resolution) related to an expansion of the Carrizo Groundwater Supply Project, as such Expansion Project Water Supply Agreements may be amended pursuant to their respective terms.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

THE ISSUER HAS RESERVED THE RIGHT, subject to the restrictions stated in the Resolution, to issue "Additional Parity Obligations" which also may be secured by and payable from a first lien on and pledge of the Pledged Revenues on a parity and of equal dignity in all respects with this Bond.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Resolution with the approval of the registered owners of at least a majority in principal amount of all outstanding "Parity Obligations" (which term is defined in the Resolution and includes the Series 2026B Bonds and all Additional Parity Obligations issued on a parity therewith), subject to the restrictions stated in the Resolution, or without the consent of the registered owners of the Parity Obligations if each rating agency then maintaining a rating on the Parity Obligations at the request of the Issuer confirms in writing that such amendment would not cause such rating agency to withdraw or reduce its then current rating on the Parity Obligations, if any.

BY BECOMING THE REGISTERED OWNER OF THIS BOND, the Registered Owner thereby acknowledges all of the terms and provisions of the Resolution, agrees to be bound by such terms and provisions, acknowledges that the Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Resolution constitute a contract between the Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Chair or Vice Chair of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary/Treasurer of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
Secretary/Treasurer, Board of Directors	Chair, Board of Directors
Guadalupe-Blanco River Authority	Guadalupe-Blanco River Authority

(ISSUER'S SEAL)

*FORM OF REGISTRATION CERTIFICATE OF

THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts

of the State of Texas

*NOTE: The Comptroller's Registration shall appear only on, or be attached only to, the Series 2026B Bonds originally issued under this Resolution.

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Resolution described in the text of this Bond; and that this Bond has been issued in exchange for a Bond which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

UMB BANK, N.A.

as Paying Agent/Registrar

By_____

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

_____

/_____/_____

Please insert Social Security or Taxpayer Identification Number of Transferee

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

_____

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

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

INITIAL BOND INSERTIONS

The Initial Bond shall be in the form set forth above except that:

(A) Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

[The following language shall appear only on the Series 2026B Initial Bond]

"ON THE RESPECTIVE MATURITY DATES specified below, the ***GUADALUPE-BLANCO RIVER AUTHORITY*** (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of delivery of this Bond to

the initial purchaser (as such date is shown on the "Registration Books" maintained by the "Paying Agent/Registrar," which terms are hereinafter defined) at the respective Interest Rates per annum specified below, payable on February 15, 2027, and on each February 15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Bond are set forth in the following schedule:

Maturity Date (August 15)	**Principal Installment ($)**	**Interest Rate (%)**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert maturity dates and principal and interest information relating to the Series 2026B Bonds from Section 2(a) and Section 3(a) above]

SECTION 7. DEFINITIONS. In addition to the capitalized terms which are defined in the recitals or in Section 1 through Section 5 of this Resolution, the following words and terms used in this Resolution shall have the following meanings unless the context or use indicates another meaning or intent.

"***Additional Parity Obligations***" means the additional bonds, notes and other obligations which GBRA reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Resolution.

"***Bond Counsel***" means an attorney or firm of attorneys nationally recognized as bond counsel and selected by GBRA.

"***Business Day***" means any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City of New York, New York or in the city where the designated payment office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"***Code***" means the Internal Revenue Code of 1986, and any amendments thereto.

"***Debt***" means all:

(i) indebtedness incurred or assumed by GBRA for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of GBRA that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(ii) other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by GBRA, or that is in effect guaranteed, directly or indirectly, by GBRA through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iii) indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by GBRA whether or not GBRA has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of GBRA, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of GBRA in prior Fiscal Years.

"***Designated Financial Officer***" means the chief financial officer of GBRA, which is, at the time of adoption of this Resolution, the Executive Manager of Finance/CFO of GBRA, or such other financial or accounting official of GBRA so designated by the General Manager/CEO of GBRA.

"***Expansion Customers***" means, collectively and for purposes of this Resolution, the public entities that have entered into an Expansion Project Water Supply Agreement with GBRA for the purpose of purchasing and receiving water from the Carrizo Groundwater Supply Project on a wholesale basis, and the

term "***Expansion Customer***" means any one of such Expansion Customers. As of the date of passage of this Resolution, the Expansion Customers are as follows:[8]

County Line Special Utility District

Goforth Special Utility District

Maxwell Special Utility District

"***Fiscal Year***" means the twelve-month period commencing on September 1 and ending on the next August 31, or such other period commencing on the date designated by GBRA and ending one year later.

"***Gross Contract Revenues***" means, for any period, all revenues derived by GBRA from each Expansion Customer pursuant to their respective Expansion Project Water Supply Agreements (except as specifically excluded below) which constitute payments relating to the payment of the following components:

(i) the "*Expansion Bonds Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment of the principal and interest requirements on all outstanding Parity Obligations due during each Fiscal Year, plus a coverage factor not to exceed 10% of such requirements);

(ii) the "*Gonzales Carrizo Water Charge*" [as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the rate per acre-foot of treated water determined by the Board of Directors of GBRA to then be in effect for the commitment of capacity in the Carrizo Groundwater Supply Project and which shall be sufficient to cover "Groundwater Lease Payments," the "District Fees," and the fixed "Operation, Maintenance, and Administrative Expenses" of the Carrizo Groundwater Supply Project (as such capitalized terms are defined in the Expansion Project Water Supply Agreements)], as those payments, fees, and expenses are incurred; and

(iii) the "*Gonzales Carrizo Delivery Charge*" [as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the rate per 1,000 gallons of water determined by the GBRA Board of Directors to then be in effect for the delivery of water through the Carrizo Groundwater Supply Project and which shall be sufficient to cover variable "Operation, Maintenance, and Administrative Expenses" related to the delivery of water through the Carrizo Groundwater Supply Project (as such capitalized term is defined in the Expansion Project Water Supply Agreements) that are not otherwise included in the Gonzales Carrizo Water

[8]See footnote 2 above relating to a private entity that also will purchase water through the Carrizo Groundwater Supply Project as part of the Expansion Project but is not considered an "Expansion Customer" for purposes of this Resolution.

Rate or the "Debt Service Charges" - as defined in the Expansion Project Water Supply Agreements)].

For purposes of clarity, the term "Gross Contract Revenues" *specifically excludes* all revenues derived by GBRA from each Expansion Customer pursuant to their respective Expansion Project Water Supply Agreements which constitute payments relating to the payment of the following components described therein:

(A) the "*Shared Project Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment by the Expansion Customers of their pro rata share of debt service on the portion of the Initial Project Bonds used to finance parts of the Carrizo Groundwater Supply Project that are used to treat and transport water to both the Initial Customers and the Expansion Customers, plus a coverage factor not to exceed 10% of such requirements; and

(B) the "*Additional Bonds Debt Service Charge*" (as defined and further described in the Expansion Project Water Supply Agreements, which Charge relates to the payment by the Expansion Customers and all Initial Customers of their pro rata share of debt service on "Additional Bonds" (as described and defined in the Expansion Project Water Supply Agreements) that GBRA issues to plan, design, construct, acquire, repair, extend, replace, improve, upgrade, or expand the Carrizo Groundwater Supply Project.

"***Holder***," "***Bondholder***," and "***Registered Owner***" or words of similar import each means the registered owner of any Parity Obligation as shown on the Registration Books maintained by the Paying Agent/Registrar.

"***Initial Customers***" means the customers (i.e., New Braunfels Utilities, City of Lockhart, Texas, and Goforth Special Utility District) that, in calendar year 2018, executed a *Gonzales Carrizo Water Supply Project Treated Water Supply Agreement* with GBRA for the first 15,000 acre-feet per year of treated water from the Carrizo Groundwater Supply Project, and the term "***Initial Customer***" means any one of such Initial Customers.

"***Initial Project***" means the initial portion of the Carrizo Groundwater Supply Project to provide up to 15,000 acre feet of treated water to the Initial Customers that has been financed with the Initial Project Bonds.

"***Initial Project Bonds***" means, collectively, (i) those contract revenue bonds generally titled *Guadalupe-Blanco River Authority Contract Revenue Bonds (Carrizo Groundwater Supply Project)*, and all parity obligations related thereto in the form of "Board Participation" loans provided by the Texas Water

Development Board, that were issued or incurred by GBRA in 2018, 2019, 2020, and 2021 for the Gonzales Carrizo Groundwater Supply Project to finance the Initial Project (all of which are secured primarily[9] with revenues derived by GBRA from the Initial Customers pursuant to their related water supply agreements with GBRA), and (ii) any bonds or other obligations issued or incurred by GBRA for the sole purpose of replacing or refunding the Initial Project Bonds.

"***Operation, Maintenance and Administrative Expenses***" means, for any period, all costs and expenses of operation, maintenance and administration of the Carrizo Groundwater Supply Project for which GBRA is obligated to pay in accordance with the Regional Agreement (other than the costs described in clause (v) below, which are not controlled by the Regional Agreement), including (for greater certainty but without limiting the generality of the foregoing):

(i) wages and salaries, employee benefits for the maintenance and operation of the Carrizo Groundwater Supply Project and the performance of the Expansion Project Water Supply Agreements and the Treated Water Supply Agreements with the Initial Customers;

(ii) chemicals, the purchase and carrying of stores, materials, and supplies, power, supervision, engineering, testing, auditing, franchises, waste disposal charges and assessments, claims, insurance, contract operators and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation of the Carrizo Groundwater Supply Project and the performance of the Expansion Project Water Supply Agreements and the Treated Water Supply Agreements with the Initial Customers;

(iii) repairs and replacements of damaged, worn-out or obsolete parts or facilities of the Carrizo Groundwater Supply Project, and any relocations of pipelines, or replacements of wells;

(iv) improvements and betterments to keep the Carrizo Groundwater Supply Project in operation to render adequate service to the Expansion Customers and other customers of the Carrizo

[9]Prior to the execution of the Expansion Project Water Supply Agreements, the Initial Project Bonds were secured solely with revenues derived by GBRA from the Initial Customers in accordance with their respective Treated Water Supply Agreements with GBRA. Upon the execution of the Expansion Project Water Supply Agreements, each Expansion Customer became obligated to pay to GBRA its "*Customer's Pro Rata Shared Project Debt Service Charge*" (as described and defined in the Expansion Project Water Supply Agreements), which will be used by GBRA to pay such Expansion Customer's pro rata portion of the debt service on the Initial Project Bonds that funded parts of the Initial Project used to treat and transport water to both the Initial Customers and the Expansion Customers. As further set forth in the definition of "Gross Contract Revenues" above, revenues received by GBRA from the "Shared Project Debt Service Charge" (which is generally described as revenues received from the Customer's Pro Rata Shared Project Debt Service Charge paid by all Expansion Customers) are not pledged to the secure the Parity Obligations authorized to be issued or incurred by GBRA pursuant to this Resolution.

Groundwater Supply Project and to comply with the requirements of any rule, regulations, or permit issued by any regulatory body having jurisdiction; and

(v) the reasonable and necessary costs of GBRA's administration of the Carrizo Groundwater Supply Project, which shall be based upon a formula, to be set by the Board of Directors of GBRA in the annual budget of GBRA, that fairly apportions GBRA's administration costs, excluding GBRA wages, salaries, and employee benefits accounted for under subsection (i) above.

The term "Operation, Maintenance and Administrative Expenses" does not include depreciation charges or such portion of the above described costs to the extent such costs are paid pursuant to an agreement other than the Expansion Project Water Supply Agreements.

"***Outstanding***" means, when used with respect to Parity Obligations, as of the date of determination, all Parity Obligations theretofore delivered or entered into under this Resolution and any resolution authorizing Additional Parity Obligations, except:

(i) Parity Obligations theretofore canceled and delivered to GBRA or delivered to the Paying Agent/Registrar for cancellation;

(ii) Parity Obligations deemed paid pursuant to the provisions of Section 25 of this Resolution or any comparable section of any resolution authorizing Additional Parity Obligations;

(iii) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Resolution and any resolution authorizing Additional Parity Obligations; and

(iv) Parity Obligations under which the obligations of GBRA have been released, discharged or extinguished in accordance with the terms thereof.

"***Parity Obligations***" means, collectively, the Previously Issued Parity Obligations, the Series 2026B Bonds, and any Additional Parity Obligations.

"***Paying Agent/Registrar***" means the respective bank, trust company, financial institution or other entity named in the resolution authorizing the issuance of each issue of Parity Obligations to provide paying agency and registrar services in connection with such issue of Parity Obligations.

"***Pledged Revenues***" means, collectively, the Gross Contract Revenues plus the interest income from funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund, and the Expansion Project Reserve Fund.

"***Previously Issued Parity Obligations***" means the following obligations previously issued by GBRA:

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$39,670,000*;

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2023 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$72,665,000* (which were defined in the Recitals of this Resolution as the "Series 2023 Bonds"); and

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2024 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$40,000,000*; and

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2025A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$40,000,000*;

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2025B (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$3,000,000; and*

Guadalupe-Blanco River Authority Contract Revenue Bonds, Series 2026A (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) originally issued in the aggregate principal amount of *$44,705,000*.

"***Principal and Interest Requirements***" means for any Fiscal Year the amount required to pay the interest on and principal of (whether pursuant to a stated maturity or redemption requirements applicable thereto) all outstanding Parity Obligations becoming due in such Fiscal Year. In calculating Principal and Interest Requirements the principal and interest coming due in any Fiscal Year on any Parity Obligations

which bear interest at a variable rate which cannot be predetermined shall be assumed to be that which would come due if (i) the interest rate on such Parity Obligations for the applicable period was the interest rate that was in effect on the last day of the immediately preceding Fiscal Year (or, if such Parity Obligations were issued during the current Fiscal Year, then the first interest rate in effect for such Parity Obligations) and (ii) the principal amortization schedule would be that which would result in substantially level debt service throughout the remaining term of such Parity Obligations assuming such interest rate. In calculating Principal and Interest Requirements, if any such outstanding Parity Obligations do not pay current interest during the term to maturity thereof, but rather accrete in value according to a schedule, the principal and interest coming due on any such Parity Obligation shall be calculated as equal to the accreted value at maturity.

"***Rating Agency***" means one or more nationally recognized credit rating agencies then maintaining a rating on the Parity Obligations at the request of GBRA.

"***Reserve Fund Credit Facility***" means a surety bond or insurance policy which (i) may not be terminated by the entity providing such surety bond or insurance policy prior to the final maturity date of the series of Parity Obligations in connection with which such surety bond or insurance policy was issued, and (ii) may be drawn upon demand by GBRA to provide funds to pay principal and/or interest on such related series of Parity Obligations in the event moneys on deposit in the Expansion Project Interest and Sinking Fund are insufficient to make such payment.

SECTION 8. PLEDGE; RATE COVENANTS; SECURITY INTEREST.

(a) Pledge. The Parity Obligations, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of the Pledged Revenues which consist of the following sources of revenues:

(i) a first lien on and pledge of the Gross Contract Revenues; and

(ii) a first lien on and pledge of the interest income from funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund.

The Pledged Revenues, are further pledged irrevocably to the establishment and maintenance of the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund hereinafter created.

(b) Covenants Relating to Rates and Charges. GBRA covenants and agrees with the holders of the Parity Obligations as follows:

(i) GBRA will at all times fix, revise, maintain, charge and collect for services rendered by the Carrizo Groundwater Supply Project rates and charges which will produce Gross Contract Revenues that will be at least sufficient (A) to pay the Principal and Interest Requirements on the Parity Obligations, (B) to pay GBRA's portion of the Operation, Maintenance and Administrative Expenses and the "Groundwater Lease Payments" and the "District Fees" (as such terms are defined and described in the Expansion Project Water Supply Agreement), and (C) to make all deposits now or hereafter required to be made into the Funds created, established, or maintained by this Resolution;

(ii) If the Carrizo Groundwater Supply Project should become legally liable for any other obligations or indebtedness for which GBRA is legally obligated to pay in addition to the Parity Obligations and the Initial Project Bonds, GBRA shall fix, maintain, charge and collect additional rates and charges for services rendered by the Carrizo Groundwater Supply Project sufficient to establish and maintain funds for the payment thereof; and

(iii) GBRA will at all times also include, in connection with rates established by GBRA relating to the Carrizo Groundwater Supply Project for all Expansion Customers, a debt service coverage factor equal to up to 10% of the Principal and Interest Requirements for the applicable period covered by each Expansion Customer's debt service component of its total payment obligation under the respective Expansion Project Water Supply Agreement.

(d) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Parity Obligations and the pledge of Pledged Revenues by GBRA under this Resolution, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Parity Obligations are outstanding and unpaid such that the pledge of the Pledged Revenues by GBRA under this Resolution is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Parity Obligations the perfection of the security interest in said pledge, GBRA agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 9. FUNDS.

(a) Creation of Expansion Project Revenue Fund. There is hereby created, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS REVENUE FUND**, hereinafter called the "***Expansion Project Revenue Fund***."

(b) Creation of Expansion Project Interest and Sinking Fund. There is hereby created and established, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS INTEREST AND SINKING FUND**, hereinafter called the "***Expansion Project Interest and Sinking Fund***."

(c) Creation of Expansion Project Reserve Fund. There is hereby created for the benefit only of the Registered Owners of a particular series of Parity Obligations for which an account is created in the resolution authorizing such series of Parity Obligations, and shall be maintained on the financial records of GBRA (or at an official depository of GBRA), for the pro rata benefit of all Parity Obligations of such series for which an account is created, the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER SUPPLY EXPANSION PROJECT CONTRACT REVENUE BONDS RESERVE FUND**, hereinafter called the "***Expansion Project Reserve Fund***." GBRA may create and establish accounts in the Expansion Project Reserve Fund pursuant to the provisions of any resolution authorizing the issuance of Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said account shall no longer constitute Gross Contract Revenues and shall be held solely for the benefit of the Registered Owners of the particular Parity Obligations for which such account in the Expansion Project Reserve Fund was established. Each such account in the Expansion Project Reserve Fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such account from all other accounts in the Expansion Project Reserve Fund created for the benefit of a particular series of Parity Obligations. All terms relating to the requirements to establish, fund and maintain required balances in an account of the Expansion Project Reserve Fund, including but not limited to the use of any Reserve Fund Credit Facility therein, shall be set forth in the resolution authorizing the issuance of the particular series of Parity Obligations for which such account is established.

(d) Creation of Construction Fund. There is hereby created and established, and shall be maintained, on the financial records of GBRA (or at an official depository of GBRA) a fund to be called the **GUADALUPE-BLANCO RIVER AUTHORITY - CARRIZO GROUNDWATER EXPANSION SUPPLY PROJECT REVENUE BONDS CONSTRUCTION FUND** (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of a series of Parity Obligations which are issued to finance construction of and improvements to the Carrizo Groundwater Supply Project (other than (i) proceeds representing accrued interest on such Parity Obligations or used to fund capitalized interest and any premium on such Parity Obligations that is not used by GBRA to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Expansion Project Interest and Sinking Fund, and (ii) proceeds used to fund all or a portion of an account established in the Expansion Project Reserve Fund for such series of Parity Obligations, including the purchase of a Reserve Fund Credit Facility related thereto, which shall be deposited in such account of the Expansion Project Reserve Fund) shall be deposited in an account of the Construction Fund established by resolution of the Board of Directors, or by the Designated Financial Officer of GBRA, in connection with the issuance of such series of Parity Obligations. Money in the Construction Fund shall be subject to disbursements by GBRA for payment of all costs incurred in carrying out the purpose for which such series of Parity Obligations are issued, including but not limited to costs for construction, equipping, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of such series of Parity Obligations, to pay related costs of issuance, and to pay operating expenses

to the extent approved by Bond Counsel in consideration of state law and federal tax law limitations. All funds remaining on deposit in an account of the Construction Fund upon completion of the projects being financed with the proceeds of the related series of Parity Obligations, if any, shall be transferred to the Expansion Project Interest and Sinking Fund.

SECTION 10. EXPANSION PROJECT REVENUE FUND. All Gross Contract Revenues collected by GBRA shall be deposited upon receipt to the credit of the Expansion Project Revenue Fund. The funds on deposit in the Expansion Project Revenue Fund shall be used by GBRA, ***first***, to make the deposit into the Expansion Project Interest and Sinking Fund at the times and in the amounts required by Section 11 hereof, ***second***, to pay GBRA's portion of all Operation, Maintenance and Administrative Expenses and all "Groundwater Lease Payments" and "District Fees" (as such terms are defined in the Expansion Project Water Supply Agreements) when due, and ***third***, to satisfy any insufficiency in the Expansion Project Reserve Fund and to satisfy any Reimbursement Obligation, in the manner and amounts hereinafter provided.

SECTION 11. EXPANSION PROJECT INTEREST AND SINKING FUND. (a) Use of Funds. The Expansion Project Interest and Sinking Fund shall be used solely to pay the principal of and interest on the Parity Obligations when due, and the General Manager/CEO, any Deputy General Manager, and the Designated Financial Officer of GBRA are hereby authorized to cause funds to be transferred from the Expansion Project Interest and Sinking Fund to the Paying Agent/Registrar at the times and in the amounts to pay Principal and Interest Requirements.

(b) Deposit of Accrued Interest and Capitalized Interest. Immediately after the delivery of any series of Parity Obligations, all moneys representing accrued interest, if any, received by GBRA upon the sale and delivery of such Parity Obligations to the initial purchaser thereof, together with all capitalized interest being financed with proceeds of such Parity Obligations, if any (but in no event in excess of the amount permitted by Section 1201.042(a)(1), Texas Government Code, as amended, or other applicable law), shall be deposited to the credit of the Expansion Project Interest and Sinking Fund.

(c) Monthly Deposits. In addition, there shall be transferred from the Expansion Project Revenue Fund and deposited into the Expansion Project Interest and Sinking Fund the following:

(a) on or before the 25th day of each month, commencing with the month immediately following the issuance of any series of Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund in approximately equal installments an amount as will be sufficient, together with other amounts, if any, then on deposit therein and available for such purpose, to pay the interest scheduled to come due on all Outstanding Parity Obligations on the next interest payment date.

(b) on or before the 25th day of each month, commencing with the twelfth (12th) month preceding the first principal payment date for a series of Parity Obligations, or commencing with the month immediately following the issuance of any series of Parity Obligations if delivery of such series of Parity Obligations is made less than twelve months preceding the first principal payment date for such series of Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund in approximately equal installments an amount as will be sufficient, together with other amounts, if any, then on deposit therein and available for such purpose, to pay the principal scheduled to come due (either at stated maturity or due to mandatory sinking fund redemption) on all Outstanding Parity Obligations on the next principal payment date.

(c) on or before any optional redemption date set by GBRA for any Parity Obligations, there shall be deposited into the Expansion Project Interest and Sinking Fund an amount as will be sufficient to pay the principal of, premium, if any, and interest on the Parity Obligations scheduled to be redeemed on such optional redemption date.

SECTION 12. EXPANSION PROJECT RESERVE FUND. (a) Use of Funds. Funds on deposit in an account of the Expansion Project Reserve Fund established for the benefit of a particular series of Parity Obligations shall be used to (i) pay the principal of and interest on such series of Parity Obligations for which such account was created at any time when there is not sufficient money available in the Expansion Project Interest and Sinking Fund for such purpose, (ii) pay the principal of or interest on the last maturing Parity Obligations of such series, or (iii) pay Reimbursement Obligations to restore the amount available to be drawn under a Reserve Fund Credit Facility related to such series of Parity Obligations to its original amount. If the amount on deposit in an account of the Expansion Project Reserve Fund for a particular series of Parity Obligations consists of cash and investments and a Reserve Fund Credit Facility, all cash and investments in such account shall be liquidated and withdrawn prior to drawing on the Reserve Fund Credit Facility. If more than one Reserve Fund Credit Facility is maintained in an account of the Expansion Project Reserve Fund, any withdrawals on such Reserve Fund Credit Facilities shall be pro rata.

(b) Series 2026B Bonds Not Secured with Account in the Expansion Project Reserve Fund. No Account shall be established initially in the Expansion Project Reserve Fund to provide further security for the benefit of the holders of the Series 2026B Bonds; consequently, no proceeds of the Series 2026B Bonds shall be deposited, into the Expansion Project Reserve Fund, no other funds of GBRA shall be deposited into the Expansion Project Reserve Fund for the benefit of the Holders of the Series 2026B Bonds (unless otherwise provided by GBRA in a subsequent resolution), and the Holders of the Series 2026B Bonds shall not be entitled to any funds which may be on deposit in the Expansion Project Reserve Fund (unless otherwise provided by GBRA in a subsequent resolution).

(c) Additional Expansion Project Reserve Fund Account Requirements to be Set Forth in Additional Parity Obligations Resolution. In the event GBRA establishes an account in the Expansion Project Reserve Fund for the benefit of the Holders of a particular series of Additional Parity Obligations,

all provisions with respect to the funding requirements and other details shall be set forth in the resolution authorizing such series of Parity Obligations.

(d) Computation of Expansion Project Reserve Fund. For the purpose of determining the amount on deposit to the credit of an Account in the Expansion Project Reserve Fund, investments in which money in such account shall have been invested shall be computed at cost, and any Reserve Fund Credit Facility shall be computed at the maximum amount available to be drawn thereunder. The amount on deposit to the credit of each Account in the Expansion Project Reserve Fund, if any, shall be computed by GBRA at least annually, and shall be computed immediately upon any withdrawal from the Expansion Project Reserve Fund.

SECTION 13. EXCESS REVENUES. Subject to making the deposits into the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund when and as required by this Resolution in connection with the Parity Obligations, and after satisfying any Reimbursement Obligation in connection with a draw on any Reserve Fund Credit Facility and paying GBRA's portion of all Operation, Maintenance and Administrative Expenses and "Groundwater Lease Payments" and the "District Fees" (as such terms are defined in the Expansion Project Water Supply Agreements) then due, GBRA may utilize the remaining funds on deposit in the Expansion Project Revenue Fund for any lawful purpose.

SECTION 14. DEFICIENCIES IN FUNDS. If by the 25th day of any month GBRA shall fail to deposit the full amounts required by this Resolution into the Expansion Project Interest and Sinking Fund, or the Expansion Project Reserve Fund, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated funds on deposit in the Expansion Project Revenue Fund for the following month or months, if necessary and whichever is the earliest, and such payments shall be in addition to the amounts otherwise required to be paid into said Funds on the 25th day of each month.

SECTION 15. INVESTMENTS. (a) In General. Funds on deposit in the Expansion Project Revenue Fund, the Expansion Project Interest and Sinking Fund, the Expansion Project Reserve Fund, and the Construction Fund shall be secured by the depository bank of GBRA in the manner and to the extent required by law to secure other public funds of GBRA and may be invested from time to time in any investment authorized in the Public Funds Investment Act (Chapter 2256, Texas Government Code) and in accordance with GBRA's Investment Policy; provided, however, that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times when expected to be needed. Interest and income derived from such deposits and investments shall be credited to the Expansion Project Revenue Fund, except for interest and income derived from the Construction Fund which may remain in such Fund or be transferred to the Expansion Project Revenue Fund, at the discretion of the Designated Financial Officer (but in no event shall such earnings in the Construction Fund be used to pay Operation, Maintenance and Administrative Expenses). Such investments shall be sold promptly when necessary to prevent any default in connection with the Parity Obligations.

(b) Transfer of Certain Investment Earnings to Rebate Fund. Notwithstanding the provisions of the preceding paragraph, interest and income derived from any investment of money on deposit in the Construction Fund, the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund shall first be transferred to the Rebate Fund established by Section 28(b) of this Resolution at the times and in the amounts required to pay (or provide for the payment of) "Excess Earnings" as defined in Section 148(f) of the Internal Revenue Code of 1986, as amended.

SECTION 16. SECURITY FOR FUNDS. All Funds created by this Resolution shall be secured in the manner and to the fullest extent permitted or required by law, and such Funds shall be used only for the purposes and in the manner permitted or required by this Resolution.

SECTION 17. INSURANCE. GBRA shall cause the Carrizo Groundwater Supply Project to be insured as would usually be insured by entities operating similar facilities (but in coverage amounts sufficient to protect the Texas Water Development Board's interest as long as the Texas Water Development Board holds any Parity Bonds) with a responsible insurance company or companies or other risk management fund, against risks, accidents, or casualties against which and to the extent insurance is usually carried by entities operating similar facilities, including, to the extent reasonably obtainable, fire and extended coverage insurance, but excluding insurance against damage by floods. Public liability and property damage insurance also shall be carried. At any time while any contractor engaged in construction work shall be fully responsible therefor, GBRA shall not be required to cause insurance on the work being constructed to be carried if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Bondholders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, GBRA shall cause to be made due proof of loss and shall do all things necessary or desirable to cause the insuring companies or other risk management fund to make payment in full directly to GBRA or in accordance with the provisions of the Regional Agreement. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by GBRA (or by Alliance in accordance with the provisions of the Regional Agreement) for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then GBRA's portion of said insurance proceeds pertaining to the Carrizo Groundwater Supply Project shall, at the option of GBRA, be (i) deposited in a special and separate fund, at an official depository of GBRA, to be designated the "Insurance Account," or (ii) deposited in the Expansion Project Interest and Sinking Fund and used to redeem the Outstanding Parity Obligations, but only if such insurance proceeds, together with all funds then on deposit in the Expansion Project Interest and Sinking Fund and in the Expansion Project Reserve Fund, are sufficient to immediately redeem all Outstanding Parity Obligations. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

SECTION 18. OPERATION AND MAINTENANCE. While any of the Parity Obligations are Outstanding, GBRA covenants and agrees to insure that the Carrizo Groundwater Supply Project is kept in good condition, repair, and working order and is operated and maintained in an efficient manner.

SECTION 19. ACCOUNTS AND RECORDS. GBRA shall keep or cause to be kept proper books of records and accounts in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and the Funds created pursuant to this Resolution, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Holder.

SECTION 20. AUDITS. After the close of each Fiscal Year while any of the Parity Obligations are Outstanding, an audit will be made of the books and accounts of GBRA by an independent certified public accountant. As soon as practicable after the close of each such Fiscal Year, and when said audit has been completed and made available to GBRA, a copy of such audit for the preceding year shall be mailed to the Paying Agent/Registrar and to any Holders who shall so request in writing. The annual audit reports shall be open to the inspection of the Holders and their agents and representatives at all reasonable times.

SECTION 21. SPECIAL COVENANTS. GBRA further covenants and agrees that:

(a) Encumbrance and Sale. (i) Other than with respect to the Parity Obligations and except as provided in this Resolution, the Pledged Revenues have not been pledged in any manner to the payment of any Debt of GBRA, or otherwise, and while any of the Parity Obligations are Outstanding, GBRA will not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Resolution in connection with Additional Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution and any resolution authorizing the issuance of Parity Obligations.

(ii) So long as the Parity Obligations are Outstanding, and except as hereinafter specifically permitted in subparagraph (iii) below, GBRA shall not mortgage, encumber, sell, lease, or otherwise dispose of its interest in the Carrizo Groundwater Supply Project or any significant or substantial part thereof.

(iii) Notwithstanding the provisions in subparagraph (ii) hereof prohibiting the sale of any substantial part of its interest in the Carrizo Groundwater Supply Project, GBRA shall be authorized from time to time to sell, or permit the sale, of any personal property contained in the Carrizo Groundwater Supply Project if such personal property is no longer needed or is no longer useful, and the sale thereof will not adversely affect the Carrizo Groundwater Supply Project or the operation and maintenance thereof. The proceeds from the sale of any personal property shall be used to replace or provide substitutes for the property sold, if, and to the extent, deemed necessary by GBRA or Alliance, and GBRA's portion of the proceeds which are not so used shall be deposited into the Expansion Project Interest and Sinking Fund.

(b) Title. Pursuant to Sections 2.2 and 2.3 of the Regional Agreement, Alliance shall own the property interests in the "Project Facilities" (generally defined and described in the Regional Agreement as the water treatment plant and those water transmission lines, pump stations, metering equipment, piping, control devices, systems and appurtenances at delivery points, and other associated improvements to be used for the purpose of (i) receiving untreated groundwater from both parties in a volume, rate, and quality

set forth in the Regional Agreement, and (ii) delivering treated water to each party at the locations, volume, rate, and quality set forth in the Regional Agreement), and any improvements to the Project Facilities) and GBRA shall own capacity in the Project Facilities in the amount set forth in the Regional Agreement. GBRA represents that the Carrizo Groundwater Supply Project will be constructed and completed in accordance with the plans to be approved in the manner provided in the Regional Agreement. GBRA further represents that, for the benefit of the owners of the Parity Obligations, (i) Alliance has or will obtain, and it will cause Alliance to defend, the title or easement rights to the Project Facilities and the land on which the Project Facilities will be located against the claims and demands of all persons whomsoever, and (ii) GBRA will defend its contractual rights to its ownership of capacity in the Project Facilities pursuant to the Regional Agreement against the claims and demands of all persons whomsoever.

(c) Liens. GBRA will from time to time and before the same become delinquent pay and discharge (or, as applicable, GBRA will cause Alliance to pay or discharge) all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or on the Carrizo Groundwater Supply Project, that it will pay (or, as applicable, GBRA will cause Alliance to pay) all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon the Carrizo Groundwater Supply Project, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created (or, as applicable, GBRA will cause Alliance not to create or suffer to be created) any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by GBRA or Alliance.

(d) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Parity Obligations, and in each and every Parity Obligation and pay from the Pledged Revenues the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in this Resolution; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund; and the owner of the Parity Obligations may require GBRA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against GBRA, its officials, agents, and employees.

(e) Legal Authority. GBRA is duly authorized under the laws of the State of Texas to create and issue the Parity Obligations, and GBRA is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Obligations, in the manner prescribed herein, and has lawfully exercised such rights. Furthermore, all action on GBRA's part for the creation and issuance of the Parity Obligations has been duly and effectively taken, and the Parity Obligations in the hands of the owners thereof are and will be valid and enforceable special obligations of GBRA in accordance with their terms.

(f) Permits. GBRA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the Carrizo Groundwater Supply Project, and which have been obtained from any governmental agency; and GBRA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the Carrizo Groundwater Supply Project.

(g) Comply with Expansion Project Water Supply Agreements. GBRA will comply with the terms and conditions of the Expansion Project Water Supply Agreements and will cause the parties to such Expansion Project Water Supply Agreements, and their officials and employees, to comply with all of their obligations under the respective Expansion Project Water Supply Agreements by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction; and the Expansion Project Water Supply Agreements will not be rescinded, modified, or amended in any way which would have a materially adverse effect on the rights of the owners of the Parity Obligations. If GBRA obtains (i) written confirmation from each Rating Agency (if any) that any rescission, modification or amendment to one or more Expansion Project Water Supply Agreements would not cause such Rating Agency to reduce or withdraw such Rating Agency's then current rating on the Parity Obligations, or (ii) a written opinion of Bond Counsel that any rescission, modification or amendment to one or more Expansion Project Water Supply Agreements would not have a materially adverse effect on the rights of the owners of the Parity Obligations, then such written confirmation or opinion will serve as conclusive evidence that such rescission, modification or amendment would not have a materially adverse effect on the rights of the owners of the Parity Obligations for purposes of this subsection. Notwithstanding anything in the preceding sentence to the contrary, any modification or amendment to an Expansion Customer's Expansion Project Water Supply Agreement for the purpose of increasing such Expansion Customer's purchase of water thereunder shall not be considered materially adverse to the rights of the owners of the Parity Obligations and shall not require the confirmation of then current ratings on the Parity Obligations from any Rating Agency or an opinion of Bond Counsel.

(h) Comply with Regional Agreement. GBRA will comply with the terms and conditions of the Regional Agreement and will cause the other party to the Regional Agreement, and its officials and employees, to comply with all of its obligations under the Regional Agreement by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction; and the Regional Agreement will not be rescinded, modified, or amended in any way which would have a materially adverse effect on the rights of the owners of the Parity Obligations. If GBRA obtains (i) written confirmation from each Rating Agency (if any) that any rescission, modification or amendment to the Regional Agreement would not cause such Rating Agency to reduce or withdraw such Rating Agency's then current rating on the Parity Obligations, or (ii) a written opinion of Bond Counsel that any rescission, modification or amendment to the Regional Agreement would not have a materially adverse effect on the rights of the owners of the Parity Obligations, then such written confirmation or opinion will serve as conclusive evidence that such rescission, modification or amendment would not have a materially adverse effect on the rights of the owners of the Parity Obligations for purposes of this subsection.

SECTION 22. ADDITIONAL PARITY OBLIGATIONS. (a) Authority to Issue. GBRA shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds or other obligations (herein called "***Additional Parity Obligations***"), in accordance with law, in any amounts, for the purpose of constructing extensions and improvements to, and acquiring vehicles, equipment, land and other property interests related to the Carrizo Groundwater Supply Project, or for the purpose of refunding any Parity Obligations and/or the interest thereon or refinancing any Outstanding Debt related to the Carrizo Groundwater Supply Project. Such Additional Parity Obligations, if and when authorized, issued, and delivered in accordance with the provisions hereof, shall be secured by and made payable equally and ratably on a parity with the then Outstanding Parity Obligations from a first lien on and pledge of the Pledged Revenues that are then pledged to secure outstanding Parity Obligations.

(b) Provisions Related to Expansion Project Interest and Sinking Fund. As previously provided in Sections 8 and 11 of this Resolution, the Expansion Project Interest and Sinking Fund shall secure and be used to pay all Parity Obligations, including all Additional Parity Obligations issued in accordance with the authority granted in this Section, all on a parity. Each resolution under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required to be deposited to the credit of the Expansion Project Interest and Sinking Fund by the provisions of this Resolution, GBRA shall deposit to the credit of the Expansion Project Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

SECTION 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. Additional Parity Obligations shall be issued only in accordance with the provisions hereof, but notwithstanding any provisions hereof to the contrary, no installment, series, or issue of Additional Parity Obligations shall be issued or delivered unless the Chair of the Board of Directors of GBRA, the General Manager/CEO of GBRA, any Deputy General Manager or the Designated Financial Officer of GBRA signs a written certificate to the effect that (i) GBRA is not in default as to any covenant, condition, or obligation in connection with all Outstanding Parity Obligations and the resolutions authorizing such Parity Obligations, (ii) the Expansion Project Interest and Sinking Fund and the Expansion Project Reserve Fund each contain the amount then required to be therein, and (iii) the Expansion Project Water Supply Agreements and the Regional Agreement are in full force and effect.

SECTION 24. RESOLUTION A CONTRACT; AMENDMENTS. (a) Resolution a Contract. This Resolution shall constitute a contract with the Registered Owners of the Parity Obligations, binding on GBRA and its successors and assigns, and shall not be amended or repealed by GBRA as long as any Parity Obligation remains Outstanding except as permitted in this Section.

(b) Amendments Without Notice to or Consent of Registered Owners. GBRA may, with notice to the provider of each Reserve Fund Credit Facility and to the Texas Water Development Board as long as the Texas Water Development Board is the holder of any of the Parity Obligations, but without the consent of or notice to any other Registered Owners, amend, change, or modify this Resolution (i) as may be required by the provisions hereof, (ii) as may be required for the purpose of curing any ambiguity,

inconsistency, or formal defect or omission herein, or (iii) in connection with any other change (other than any change described in clauses (i) through (iv) of the first sentence in subsection (c) below) with respect to which GBRA receives written confirmation from each Rating Agency that such amendment would not cause such Rating Agency to withdraw or reduce its then current rating on the Parity Obligations.

(c) Amendments With Notice to and Consent of Registered Owners. In addition, GBRA may, with the written consent of (i) the provider of each Reserve Fund Credit Facility, (ii) the Texas Water Development Board as long as the Texas Water Development Board is the holder of any of the Parity Obligations, and (iii) the Registered Owners of at least a majority in aggregate principal amount of all Parity Obligations then Outstanding affected thereby (including the Texas Water Development Board, if applicable), amend, change, modify, or rescind any provisions of this Resolution; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (A) extend the time or times of payment of the principal of and interest on the Parity Obligations, reduce the principal amount thereof or the rate of interest thereof, (B) give any preference to any Parity Obligation over any other Parity Obligation, (C) extend any waiver of default to subsequent defaults, or (D) reduce the aggregate principal amount of Parity Obligations required for consent to any such amendment, change, modification, or rescission.

(d) Notice of Amendment. Whenever GBRA shall desire to make any amendment or addition to or rescission of this Resolution requiring consent of the provider of each Reserve Fund Credit Facility, the Texas Water Development Board and/or the Registered Owners of the Parity Obligations, GBRA shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to (i) the provider of each Reserve Fund Credit Facility, (ii) the Texas Water Development Board, and (iii) the Registered Owners (if the Registered Owners of all Parity Obligations or least a majority in aggregate principal amount of the Parity Obligations are required to consent) at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, GBRA shall receive an instrument or instruments in writing executed by the Texas Water Development Board (as long as the Texas Water Development Board is a holder of any Parity Obligations), the provider of each Reserve Fund Credit Facility, and the Registered Owners of all or a majority (as the case may be, and including the Texas Water Development Board, if applicable) in aggregate principal amount of the Parity Obligations then Outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, GBRA may adopt such amendment, addition, or rescission in substantially such form, except as herein provided.

(e) Effect of Amendment on Registered Owners. No Registered Owner may thereafter object to the adoption of any amendment, addition, or rescission which is accomplished pursuant to and in accordance with the provisions of this Section, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 25. DEFEASANCE OF SERIES 2026B BONDS. (a) Defeased Series 2026B Bonds. Any Series 2026B Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "***Defeased Series 2026B Bond***"), except to the extent provided in subsection (d) of this Section, when payment of the principal of such Series 2026B Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar (or another entity permitted by Section 1207.061, Texas Government Code, as amended, or other applicable law, which entity, together with the Paying Agent/Registrar, is referred to collectively in this Section as the "***Defeasance Agent***"), in accordance with the requirements of Chapter 1207, Texas Government Code, as amended, or other applicable law (which may include the use of an escrow agreement or other similar instrument - the "***Future Escrow Agreement***"): (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by GBRA with the Defeasance Agent for the payment of its services until all Defeased Series 2026B Bonds shall have become due and payable. At such time as a Series 2026B Bond shall be deemed to be a Defeased Series 2026B Bond hereunder, as aforesaid, such Series 2026B Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investment in Defeasance Securities. Any moneys so deposited with the Defeasance Agent may at the written direction of GBRA be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Defeasance Agent that is not required for the payment of the Series 2026B Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to GBRA, or deposited as directed in writing by GBRA. Any account or Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Series 2026B Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Defeasance Agent which is not required for the payment of the Defeased Series 2026B Bonds, with respect to which such money has been so deposited, shall be remitted to GBRA or deposited as directed in writing by GBRA.

(c) Definition of Defeasance Securities. The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of GBRA adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Parity Obligations.

(d) Paying Agent/Registrar Services. Until all Defeased Series 2026B Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Series 2026B Bonds the same as if they had not been defeased, and GBRA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(e) Selection of Series 2026B Bonds for Defeasance. In the event that GBRA elects to defease less than all of the principal amount of Series 2026B Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Series 2026B Bonds by such random method as it deems fair and appropriate.

(f) Notice to Texas Water Development Board. So long as the Texas Water Development Board is the registered owner of any of the Series 2026B Bonds, GBRA shall provide written notice to the Texas Water Development Board of a defeasance of the Series 2026B Bonds pursuant to subsection (a)(ii) of this Section.

SECTION 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED SERIES 2026B BONDS. (a) Replacement Bonds. In the event any Outstanding Series 2026B Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Series 2026B Bond, in replacement for such Series 2026B Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Series 2026B Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Series 2026B Bond, the Registered Owner applying for a replacement bond shall furnish to GBRA and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Series 2026B Bond, the Registered Owner shall furnish to GBRA and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Series 2026B Bond, as the case may be. In every case of damage or mutilation of a Series 2026B Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Series 2026B Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Series 2026B Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Series 2026B Bond, GBRA may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Series 2026B Bond) instead of issuing a replacement Series 2026B Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Series 2026B Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Series 2026B Bond is lost, stolen, or destroyed shall constitute a contractual obligation of GBRA whether or not the lost, stolen, or destroyed Series 2026B Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Series 2026B Bonds duly issued under this Resolution.

(e) Authority for Issuing Replacement Bonds. This Section of this Resolution shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of GBRA or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Series 2026B Bonds in the form and manner and with the effect, as provided in this Resolution for Series 2026B Bonds issued in conversion and exchange for other Series 2026B Bonds.

SECTION 27. CUSTODY, APPROVAL, AND REGISTRATION OF SERIES 2026B BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS. The Chair of the Board of Directors of GBRA is hereby authorized to have control of the Series 2026B Bonds issued hereunder and all necessary records and proceedings pertaining to the Series 2026B Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 2026B Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Series 2026B Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Series 2026B Bonds. The approving legal opinion of GBRA's Bond Counsel, and the assigned CUSIP numbers may, at the option of GBRA, be printed on the Series 2026B Bonds issued and delivered under this Resolution, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Series 2026B Bonds.

SECTION 28. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE SERIES 2026B BONDS.

(a) Covenants. GBRA covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Series 2026B Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, GBRA covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Series 2026B Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any)

are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of such proceeds and funds or the projects financed therewith are so used, such amounts, whether or not received by GBRA, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Series 2026B Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Series 2026B Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Series 2026B Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Series 2026B Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Series 2026B Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Series 2026B Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Series 2026B Bonds, other than investment property acquired with --

(A) proceeds of the Series 2026B Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds or funds are needed for the purpose for which the Series 2026B Bonds were issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Series 2026B Bonds;

(7) to otherwise restrict the use of the proceeds of the Series 2026B Bonds or amounts treated as proceeds of the Series 2026B Bonds, as may be necessary, so that the Series 2026B Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Series 2026B Bonds, or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Series 2026B Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Series 2026B Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Series 2026B Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by GBRA for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. GBRA understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Series 2026B Bonds. It is the understanding of GBRA that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Series 2026B Bonds, GBRA will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Series 2026B Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2026B Bonds, GBRA agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally

recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Series 2026B Bonds under section 103 of the Code. In furtherance of such intention, GBRA hereby authorizes and directs the Chair or Vice Chair of the Board of Directors, or the General Manager/CEO, any Deputy General Manager or the Designated Financial Officer of GBRA to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of GBRA, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2026B Bonds.

(d) Allocation of, and Limitation On, Expenditures for the Project. GBRA covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Resolution (referred to herein as the "***Project***") on its books and records in accordance with the requirements of the Internal Revenue Code. GBRA recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, GBRA recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Series 2026B Bonds, or (2) the date the Series 2026B Bonds are retired. GBRA agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Series 2026B Bonds. For purposes hereof, GBRA shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Series 2026B Bonds.

(e) Written Procedures. Unless superseded by another action of GBRA, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Board of Directors hereby adopts and establishes the instructions attached hereto as *Exhibit C* as GBRA's written procedures.

(f) Disposition of Project. GBRA covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by GBRA of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Series 2026B Bonds. For purposes of the foregoing, GBRA may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Series 2026B Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, GBRA shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest thereon.

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

SECTION 29. SALE AND DELIVERY OF SERIES 2026B BONDS. APPROVAL OF PRIVATE PLACEMENT MEMORANDUM. The Series 2026B Bonds are hereby authorized to be sold to the Texas Water Development Board for the price of par and no accrued interest. The Series 2026B Bonds are being purchased by the Texas Water Development Board pursuant to the TWDB Approving Resolution. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with GBRA's Financial Advisor, the Board of Directors hereby determines that the final terms of the Series 2026B Bonds as set forth in this Resolution are in GBRA's best interests. The Series 2026B Bonds initially delivered shall be registered in the name of **CEDE & CO.** The Private Placement Memorandum prepared in connection with the sale of the Series 2026B Bonds to the Texas Water Development Board in substantially the form attached to this Resolution as *Exhibit D* is approved.

SECTION 30. APPROVAL OF ESCROW AGREEMENT; DEPOSIT OF PROCEEDS. Concurrently with the initial delivery of the Series 2026B Bonds, GBRA shall deposit all proceeds of the Series 2026B Bonds into an escrow account established with **UMB BANK, N.A.** (the "***Escrow Agent***") pursuant to an Escrow Agreement between GBRA and the Escrow Agent, in substantially the form attached hereto as *Exhibit E*. The Escrow Agent qualifies as a designated state depository or other properly chartered and authorized institution in accordance with Chapter 2256, Texas Government Code, and Chapter 2257, Texas Government Code. The Escrow Agreement, which will govern the periodic disbursement of proceeds of the Series 2026B Bonds, are hereby approved in substantially final form, and the Chair, Vice Chair, Secretary/Treasurer, General Manager/CEO, each Deputy General Manager and the Designated Financial Officer each are hereby authorized, for and on behalf of GBRA, to approve any changes in the Escrow Agreement from the forms attached hereto and to execute the Escrow Agreement in final form. All funds on deposit in the Escrow Account created by the Escrow Agreement which are approved by the Texas Water Development Board to be transferred to GBRA in order to pay eligible project costs (instead of the Escrow Agent paying such project costs directly from an Escrow Account to the appropriate vendor or service provider) shall be deposited by GBRA into a related Account in the Construction Fund created pursuant to Section 9(d) hereof. Funds on deposit in the Construction Fund (i) may be invested from time to time in the manner provided by Section 15 of this Resolution, and (ii) shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended.

SECTION 31. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Chair, Vice Chair and the Secretary/Treasurer of the Board of Directors of GBRA and the General Manager/CEO, any Deputy General Manager, the Designated Financial Officer of GBRA, and all other officers, employees, and agents of GBRA, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to approve, execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of GBRA all such instruments, whether or not herein mentioned as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Series 2026B Bonds and the Paying Agent/Registrar Agreement.

Furthermore, at any time prior to the delivery of the Series 2026B Bonds, the Chair or Vice Chair of the Board of Directors, and the General Manager/CEO and any Deputy General Manager of GBRA, each are hereby individually authorized and directed to approve any changes or corrections to this Resolution or

to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transaction contemplated and approved by this Resolution, (ii) satisfy requirements of the Texas Water Development Board, or (iii) obtain the approval of the Series 2026B Bonds by the Texas Attorney General's office.

SECTION 32. CONTINUING DISCLOSURE OF INFORMATION. On the basis of the private placement exception to the continuing disclosure requirements set forth in SEC Rule 15c2-12 (the "***Rule***"), 17 CFR 240.15c2-12, GBRA has not and does not undertake to provide continuing information about its financial condition, results of operation or other data subsequent to the issuance of the Series 2026B Bonds. Notwithstanding the foregoing, GBRA covenants to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Rule and determined as if the Texas Water Development Board was a "participating underwriter" with the meaning of the Rule, such continuing disclosure undertaking being for the benefit of the Texas Water Development Board and the beneficial owner of the Series 2026B Bonds if the Texas Water Development Board sells or otherwise transfers any of the Series 2026B Bonds and the beneficial owners of the Texas Water Development Board's bonds if GBRA is an obligated person with respect to the Texas Water Development Board's bonds under the Rule.

On that basis, the Board of Directors of GBRA previously approved, and an authorized officer of GBRA previously executed, three separate *Continuing Disclosure Agreements* (in the form prepared and approved by GBRA's Bond Counsel) by and between GBRA and each Expansion Customer (individually, a "***Continuing Disclosure Agreement***," and collectively, the "***Continuing Disclosure Agreements***"). GBRA and the Expansion Customers have undertaken in the Continuing Disclosure Agreements for the benefit of the beneficial owners of the Parity Obligations, to the extent set forth therein, to provide continuing disclosure of financial information and operating data with respect to GBRA and the Expansion Customers in accordance with the Rule as promulgated by the SEC. The continuing disclosure obligations that GBRA and the Expansion Customers have entered into as set forth in each Expansion Customer's Continuing Disclosure Agreement are applicable with respect to the Series 2026B Bonds, and such provisions are incorporated into this Resolution the same as if set forth herein.

GBRA and each Expansion Customer shall be obligated to observe and perform the covenants specified in this Section and in the respective Continuing Disclosure Agreement for so long as, but only for so long as, GBRA or the Expansion Customers remain an "obligated person" with respect to the Series 2026B Bonds within the meaning of the Rule, except that GBRA in any event will give notice of any deposit made in accordance with Section 25 of this Resolution that causes Series 2026B Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Series 2026B Bonds, 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. GBRA and the Expansion Customers undertake to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Section or in the Continuing Disclosure Agreements and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of GBRA's or any of the Expansion Customer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or the Continuing Disclosure Agreements or otherwise, except as expressly provided herein or therein. GBRA and the Expansion Customers do not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2026B Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL GBRA OR THE EXPANSION CUSTOMERS BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2026B BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY GBRA OR AN EXPANSION CUSTOMER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION OR IN THE CONTINUING DISCLOSURE UNDERTAKING, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by GBRA or any Expansion Customer in observing or performing their obligations under this Section or the Continuing Disclosure Agreements 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 GBRA or the Expansion Customers under federal and state securities laws.

The provisions of this Section and any Continuing Disclosure Agreement may be amended by GBRA from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of GBRA or the related Expansion Customer, but only if (1) the provisions of this Section and the Continuing Disclosure Agreement, as so amended, would have permitted an underwriter to purchase or sell Series 2026B Bonds in the primary offering of the Series 2026B Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Series 2026B Bonds consent to such amendment, or (b) a person that is unaffiliated with GBRA or such Expansion Customer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Series 2026B Bonds. GBRA may also amend or repeal the provisions of this Section, and GBRA and any Expansion Customer may amend or repeal the provisions of its related Continuing Disclosure Agreement, if the SEC amends or repeals the applicable

provision 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 Series 2026B Bonds in the primary offering of the Series 2026B Bonds. If GBRA so amends the provisions of this Section, or if GBRA and any Expansion Customer so amend the related Continuing Disclosure Agreement, GBRA shall include with any amended financial information or operating data next provided in accordance with the Continuing Disclosure Undertaking an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33. FINAL ACCOUNTING. In compliance with 31 TAC '363.1301, 31 TAC '363.42(a)(2)(C), and 31 TAC '363.53, GBRA shall render a final accounting to the Texas Water Development Board within 60 days of the completion of the Expansion Project in reference to the total cost incurred by GBRA for its portion of the Expansion Project being financed by GBRA with proceeds of the Series 2026B Bonds, and shall submit documents establishing that GBRA has received from the contractor a complete set of as-built drawings for the Expansion Project. If the Expansion Project as finally completed is built or completed at a total cost less than the amount of available funds for building or completing the Expansion Project, or if the Executive Administrator of the Texas Water Development Board disapproves construction or completion of any portion of the Expansion Project as not being in accordance with the plans and specifications, GBRA agrees to immediately, with filing of the final accounting, return to the Texas Water Development Board the amount of any such excess and/or the cost determined by the Executive Administrator of the Texas Water Development Board relating to the parts of the Expansion Project not built or completed in accordance with the plans and specifications, to the nearest multiple of the authorized denominations for the Series 2026B Bonds, upon the surrender and cancellation of a like amount of such Series 2026B Bonds held by the Texas Water Development Board in inverse order of their stated maturities. In determining the amount of available funds for building or completing the Expansion Project, GBRA agrees to account (or cause Alliance to account, as appropriate) for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Texas Water Development Board, if any, all other funds available for the Expansion Project as described in the project engineer's or fiscal representative's sufficiency of funds statement, and all interest earned by GBRA on money in the Construction Fund.

SECTION 34. COMPLIANCE WITH THE RULES AND REGULATIONS OF, AND WITH SPECIFIC COVENANTS REQUIRED BY, THE TEXAS WATER DEVELOPMENT BOARD.

(a) *Compliance with Applicable Laws, Rules and Regulations*. In compliance with 31 TAC '363.42(a)(2)H), GBRA covenants to comply with all applicable federal laws, rules, and regulations as well as the laws of the State of Texas (including but not limited to Chapters 15, 16, and 17 of the Texas Water Code, as applicable) and the rules and regulations of the Texas Water Development Board.

(b) *Environmental Determinations*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, GBRA agrees and covenants that it will comply with all conditions as may be specified in the environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(c) *Exercise of Remedies*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, the TWDB may exercise all remedies available to it in law or equity, and any provision of the Series 2026B Bonds that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(d) *Proceeds to Series 2026B Bonds to be Held at a Designated State Depository*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, and notwithstanding anything to the contrary set forth in this Resolution, the proceeds of the Series 2026B Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(e) *Prohibition on Use of Proceeds Related to Contaminated Soil; Indemnification*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, no proceeds of the Series 2026B Bonds shall be used by GBRA for the purpose of paying for sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, GBRA hereby agrees to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by GBRA, its contractors, consultants, agents, officials and employees as a result of activities relating to the project.

(f) *Report on Use of Project Funds to Compensate Historically Underutilized Businesses*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, GBRA shall report to the TWDB the amounts of project funds, if any, that were used to compensate historically underutilized businesses that worked on the Expansion Project, in accordance with 31 TAC ' 363.1312.

(g) *No Acquisition of Source Series Bonds*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, neither GBRA nor a related party thereto will acquire any of the Texas Water Development Board's "Source Series Bonds" in an amount related to the amount of the Series 2026B Bonds to be acquired from GBRA by the Texas Water Development Board.

(h) *Submission of Annual Audits of Expansion Customers*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, upon request by the Executive Administrator of the TWDB, GBRA shall submit annual audits of Expansion Customers for the Executive Administrator's review.[10]

[10]Note: As provided in Section 33 of this Resolution, GBRA has entered into a Continuing Disclosure Agreement with each Expansion Customer that currently contracts to purchase at least 10% of the treated water from the Carrizo Groundwater Supply Project, which Agreements obligate such Expansion Customers to post on the Electronic Municipal Market Access (EMMA) system website maintained by the Municipal Securities Rulemaking Board a copy of their annual audited financial statements within 12 months following the end of such Expansion Customers' respective fiscal years.

(i) *Enforcement of Expansion Project Water Supply Agreements*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, GBRA covenants that it shall maintain and enforce the Expansion Project Water Supply Agreements with its Expansion Customers so that the revenues paid to GBRA by its Expansion Customers, together with applicable revenues paid to GBRA by its Initial Customers, are sufficient to meet the revenue requirements of GBRA obligations arising from the operation of the Carrizo Groundwater Supply Project.

(j) *Issuance of Additional Parity Obligations*. In satisfaction of the condition imposed in TWDB Resolution No. 26-082, GBRA covenants that the Pledged Revenues may not be pledged to the payment of any Additional Parity Obligations of GBRA secured by a pledge of the same Pledged Revenues unless GBRA demonstrates to the Executive Administrator's satisfaction that the Pledged Revenues will be sufficient for the repayment of all Parity Obligations which remain Outstanding following the issuance of such Additional Parity Obligations.

(k) *Records and Accounts; Annual Audit*. In compliance with 31 TAC '363.42(a)(2)(D) and (G), GBRA covenants that (i) it will keep current, accurate and complete records and accounts in accordance with generally accepted accounting principles necessary to demonstrate compliance with financial assistance-related legal and contractual provisions, and (ii) following the close of each fiscal year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants in accordance with generally accepted auditing standards, and will furnish a copy thereof, within 180 days of the end of such fiscal year, to the Texas Water Development Board, Attention: Executive Administrator.

(l) *Maintenance of Insurance*. In compliance with 31 TAC 363.42(a)(2)(L), GBRA covenants and agrees that while the Series 2026B Bonds remain outstanding it will maintain, or will cause to be maintained, casualty and other insurance on the Carrizo Groundwater Supply Project of a kind and in such amounts sufficient to protect the TWDB's interest in such Project. The payment of premiums for all insurance policies required under the provisions hereof shall be considered an Operation, Maintenance and Administrative Expense.

SECTION 35. INCORPORATION OF RECITALS. GBRA hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and GBRA hereby incorporates such recitals as a part of this Resolution.

SECTION 36. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE GUADALUPE-BLANCO RIVER AUTHORITY AT A REGULAR MEETING HELD ON OCTOBER 21, 2026.

APPROVED:

_____

Chair, Board of Directors

ATTEST:

_____

Secretary/Treasurer, Board of Directors

EXHIBIT A

SCHEDULE SHOWING DEBT SERVICE PAYMENTS FOR EXPANSION BONDS

ALLOCATED TO EACH EXPANSION CUSTOMER

EXHIBIT B

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

The Paying Agent/Registrar Agreement is omitted at this point
as it appears in executed form elsewhere in this Transcript of Proceedings

EXHIBIT C

WRITTEN PROCEDURES RELATING TO

CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Series 2026B Bonds, GBRA's chief financial officer (the "***Responsible Person***"), which currently is the Executive Manager of Finance/CFO of GBRA, will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Series 2026B Bonds will be entered into within six (6) months of the date of delivery of the Series 2026B Bonds (the "***Issue Date***");

(ii) monitor that at least 85% of the proceeds of the Series 2026B Bonds to be used for the construction, renovation or acquisition of any facilities are expended within five (5) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Series 2026B Bonds after five (5) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Expansion Project Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Series 2026B Bonds does not exceed an amount equal to the debt service on the Series 2026B Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Series 2026B Bonds for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Series 2026B Bonds are invested in an investment with a guaranteed yield for 4 years or more;

(vi) maintain any official action of GBRA (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Series 2026B Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Series 2026B Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Series 2026B Bonds the Responsible Person will:

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

(ii) monitor whether, at any time the Series 2026B Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Series 2026B Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Series 2026B Bonds are outstanding, any person, other than GBRA, the employees of GBRA, the agents of GBRA or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Series 2026B Bonds are outstanding, any person, other than GBRA, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Series 2026B Bonds are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in this Resolution related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Series 2026B Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Series 2026B Bonds. If any portion of the Series 2026B Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding GBRA's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Series 2026B Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT D

FORM OF PRIVATE PLACEMENT MEMORANDUM

The Private Placement Memorandum is omitted at this point as it appears elsewhere in this Transcript of Proceedings.

EXHIBIT E

FORM OF ESCROW AGREEMENT

The Escrow Agreement is omitted at this point

as it appears in executed form elsewhere in this Transcript of Proceedings.

ACTION ITEM

10. Consideration of and possible action authorizing Finance staff members to close bank and investment accounts. **(Sandra Terry)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 10
Action

Action Requested: Consideration of and possible action authorizing Finance staff members to close bank and investment accounts.

Staff: Sandra Terry, Deputy Executive Manager of Finance

Background: Board Policy 413 - Depository Accounts requires the Board of Directors to authorize the closure of bank and investment accounts.

The Regional Raw Water Delivery System (RRWDS) variable frequency drive (VFD) project has been substantially completed with only punch list items remaining. All distributions are expected to be completed shortly.

No bonds were issued for this project, so a debt service account is not necessary.

Account Name	Type
RRWDS VFD Construction	Bank Checking Account
RRWDS VFD Construction - Cash Contributions	Bank Checking Account
RRWDS VFD Construction	Govt. Investment Pool
RRWDS VFD Construction - Cash Contributions	Govt. Investment Pool
RRWDS VFD Debt Service	Govt. Investment Pool

Item: Authorize GBRA Finance staff to close bank and investment accounts.

ACTION ITEM

11. Consideration of and possible action approving a resolution designating Guadalupe-Blanco River Authority (GBRA) officials as signatories to execute contractual documents and financial documents related to the receipt of grant funds for the GBRA Hazard Mitigation Action Plan. **(Christina Chavez)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 11
Action

Action Requested: Consideration of and possible action approving a resolution designating Guadalupe-Blanco River Authority (GBRA) officials as signatories to execute contractual documents and financial documents related to the receipt of grant funds for the GBRA Hazard Mitigation Action Plan.

Staff: Christina Chavez, Deputy Executive Manager of Administration

Background: In January 2026, the Board of Directors approved a resolution adopting an update to the GBRA Hazard Mitigation Action Plan. As part of a coordinated program with the Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), the completion of these plans by public entities allows an entity like GBRA to apply and qualify for funding in the event of a disaster, and to receive grants in support of updated mitigation plans. GBRA's updated Hazard Mitigation Action Plan has been approved by TDEM and FEMA and is now eligible for the receipt of Disaster Recovery Program Community Development Block Grant funds through the Texas General Land Office (GLO). The approval of the proposed resolution would identify GBRA's authorized signatories to execute documents with GLO for the receipt of grant funds.

Item: Consideration of and possible action approving a resolution designating GBRA officials to execute documents related to the receipt of grant funds for the GBRA Hazard Mitigation Action Plan.

RESOLUTION OF THE
GUADALUPE-BLANCO RIVER AUTHORITY
DESIGNATING AUTHORIZED SIGNATORIES FOR THE DISASTER RECOVERY PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT

A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS PERTAINING TO THE DISASTER RECOVERY PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS THROUGH THE GENERAL LAND OFFICE.

WHEREAS, Guadalupe-Blanco River Authority has received a Disaster Recovery Program Community Development Block Grant award from the General Land Office for updated mitigation plans for the citizens within this region; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office; and

WHEREAS, an original signed copy of the *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution; and

WHEREAS, Guadalupe-Blanco River Authority acknowledges that in the event that an authorized signatory of Guadalupe-Blanco River Authority changes (illness, resignations, etc.) Guadalupe-Blanco River Authority must provide the General Land Office with the following:

- A resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- A revised *Depository/Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF GUADALUPE-BLANCO RIVER AUTHORITY THE FOLLOWING:

1. The General Manager/CEO and Deputy General Manager of Guadalupe-Blanco River Authority, will be authorized to execute contractual documents for the Disaster Recovery Program Community Development Block Grant (CDBG) through the General Land Office.

2. The Executive Manager of Finance/CFO and Deputy Executive Manager of Finance of Guadalupe-Blanco River Authority, will be authorized to execute financial documents for the Disaster Recovery Program Community Development Block Grant (CDBG) through the General Land Office.

ADOPTED this 21st day of October, 2026.

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Dennis Patillo, Chairman, Board of Directors
Guadalupe-Blanco River Authority

ATTEST:

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Robert Blaschke, Secretary, Board of Directors
Guadalupe-Blanco River Authority

ACTION ITEM

12. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute an agreement to provide benefit plans and services for GBRA employees for calendar year 2027. **(Vanessa Guerrero)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 12
Action

Action Requested: Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute an agreement to provide benefit plans and services for GBRA employees for calendar year 2027. **(Vanessa Guerrero)**

Staff: Vanessa Guerrero, Executive Manager of Administration

Background: As part of the GBRA Employee Benefit Package, GBRA offers a variety of insurance plans, including health, dental, vision, group life, long-term disability, and supplemental insurance. Our staff is currently negotiating with our existing carrier, Blue Cross Blue Shield of Texas, as well as with other major health plan providers, to ensure that we continue to offer quality and affordable benefits for our employees. We are seeking board approval to proceed with negotiating and executing a contract for services.

Item: Authorization of the General Manager/CEO to negotiate and execute an agreement to provide employee benefit plans and services for calendar year 2027.

ACTION ITEM

13**.** Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract to rehabilitate and pave portions of Coleto Creek Park roads. **(David Harris)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item
Action 13

Action Requested: Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract to rehabilitate and pave portions of Coleto Creek Park roads.

Staff: David Harris, Executive Manager of Operations

Background: Each year, GBRA continues to budget funds to improve the park roads and public facilities at Coleto. One project proposed this year will upgrade, rehabilitate, and pave Loop 3, including the short section of road used by RVs to access the dump station for the spaces that do not have a sewer connection. Work will include adding limestone base, cement stabilization of subgrade, and two-course chip seal paving.

Money was included in the current budget, and the project will exceed $100,000, requiring board approval.

Item: Authorization of the General Manager/CEO to negotiate and execute a contract to rehabilitate and pave portions of Coleto Creek Park Roads.

ACTION ITEM

14. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract for vegetation management on Carrizo Pipeline easements. **(David Harris)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item
Action 14

Action Requested: Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract for vegetation management on Carrizo Pipeline easements.

Staff: David Harris, Executive Manager of Operations

Background: There are approximately 95 linear miles of pipeline easements that require vegetation management. The pipelines were recently completed and revegetated to stop erosion. The proposed contract will allow crews to keep the vegetation manageable and inhibit woody species. The current schedule is to receive bids and award a contract before the spring. This work will be included in the ARWA budget to operate the Carrizo system.

Item: Authorization of the General Manager/CEO to negotiate and execute a contract for vegetation management on Carrizo Pipeline Easements.

ACTION ITEM

15. Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract with the highest ranked bidder based on a Competitive Sealed Proposal process, which provides the best value for the Guadalupe-Blanco River Authority, for selection of a general contractor for the Ammann Road Water Line Relocation Project**. (Sidney Esqueda)**

Attachment

Guadalupe-Blanco River Authority

Board Meeting – October 21, 2026
Agenda Item 15
Action

Action Requested: Consideration of and possible action authorizing the General Manager/CEO to negotiate and execute a contract with the highest ranked bidder based on a Competitive Sealed Proposal process, which provides the best value for the Guadalupe-Blanco River Authority, for selection of a general contractor for the Ammann Road Water Line Relocation Project.

Staff: Sidney Esqueda, Project Engineer

Background: The City of Fair Oaks Ranch is performing road expansion and drainage improvements along Ammann Road in Kendall County, Texas. Their improvement project is in direct conflict with GBRA's existing 24'' water transmission line used to convey treated water as part of our Western Canyon System. GBRA's project will require the installation of approximately 200 LF of split steel casing on GBRA's existing 24" pipeline where the proposed roadway crosses the existing pipeline. This is a typical practice that allows for pipeline maintenance to be performed without the need to coordinate roadway closures, reducing repair times for pipeline maintenance and providing increased safety for utility personnel and/or contractors working on the water line. The project will be 100% reimbursable under an Executed Reimbursement Agreement with the City of Fair Oaks.

Item: Authorization of the General Manager/CEO to negotiate and execute a contract with the highest-ranked bidder based on a Competitive Sealed Proposal process for selection of a general contractor for the Ammann Road Water Line Relocation Project.

DISCUSSION ITEM

16. Discussion regarding Base Flow Report, Water Quality Index, long-term weather pattern, and condition of the Guadalupe Basin. **(Charles Hickman)**

ITEMS FOR EXECUTIVE SESSION

17. The Board may meet in a closed meeting as authorized by Chapter 551, Texas Government Code, including, but not limited to, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and Texas Government Code section 418.183(f), to discuss one or more of the following matters:

a. Any items listed on this agenda;

b. Advice from legal counsel about pending or threatened litigation, including litigation options, representation, settlements, settlement-related agreements, and memoranda of understanding, and, if applicable, the impact of pending or contemplated litigation on GBRA projects and proposed projects;

c. The following matters: (i) GBRA's Mid-Basin Water User Permit Application in Gonzales County (98th District Court of Travis County); (ii) San Antonio Water System's application to TCEQ for a bed and banks permit (District Court of Travis County); (iii) Cibolo Creek Municipal Authority's application to TCEQ for a bed and banks permit on the San Antonio River (TCEQ); (iv) GBRA's applications to amend operating and export permits from Gonzales County Underground Water Conservation District (District Court of Caldwell County); (v) other pending applications for TCEQ water use or water quality permits on which GBRA is the permittee or co-permittee; (vi) pending applications for TCEQ water use or water quality permits in the Guadalupe or adjacent river basins; and (vii) pending or threatened litigation to which GBRA is a party or potential party;

d. Advice from legal counsel about pending litigation or threatened litigation relating to right-of-way acquisition; deliberation on matters relating to the purchase, exchange, lease, or value of real property interests and advice from legal counsel on those matters, including without limitation, issues relating to (i) right-of-way acquisitions for GBRA-related projects within or adjacent to the boundaries of GBRA's district; and (ii) exchange, sale, or transfer of real property interests within or adjacent to the boundaries of GBRA's district;

e. Briefing and advice from legal counsel relating to matters covered by legal counsel's duty of confidentiality, including without limitation: (i) issues relating to agreements under negotiation; (ii) issues relating to potential litigation and representation in that litigation, including without limitation, issues or disputes arising from existing contracts to which GBRA is a party and bid protests; (iii) legal and regulatory issues relating to GBRA's groundwater and/or surface water rights and permits throughout the Guadalupe River Basin; (iv) legal and regulatory issues relating to GBRA's water, wastewater, and hydroelectric generation operations; (v) issues relating to GBRA easement rights, enforcement of same, and other property rights; and (vi) issues relating to agricultural water sales;

f. The appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, General Manager/CEO, or employees; and to receive and obtain legal advice regarding the same from legal counsel.

g. Cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility within the boundaries of GBRA's district.

No action will be taken in executive session. The Board may take final action on any of the above-mentioned matters while convened in open session pursuant to Chapter 551 of the Texas Government Code.

ADJOURN