GENERAL AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

We, the undersigned elected officials of the County, hereby certify as follows:

GENERAL

- 1. This certificate is executed for and on behalf of the County, for the benefit of the Attorney General of the State of Texas and for the benefit of the Underwriters in connection with the issuance of the Bonds. The words and terms used herein shall have the meanings whenever they are used given in Exhibit "A" attached hereto.
- 2. Any certificate signed by an official of the County delivered to the Underwriters or the Attorney General of the State of Texas shall be deemed a representation and warranty by the County as to the statement made therein. The Public Finance Division of the Office of the Attorney General of the State of Texas is hereby authorized to date this certificate as of the date of approval of the Bonds and is entitled to rely upon the accuracy of the information contained herein unless notified by telephone or fax to the contrary. The Comptroller of Public Accounts is further authorized to register the Bonds upon receipt of the Attorney General approval. After registration, the Bonds, opinions and registration papers shall be delivered to C.D. Polumbo at McCall, Parkhurst & Horton L.L.P.

MATTERS RELATING TO THE COUNTY

- 3. We officially executed and signed the Bonds with our manual signatures or by causing facsimiles of our manual signatures to be imprinted or copied on each of the Bonds, and, if appropriate, we hereby adopt said facsimile signatures as our own, respectively, and declare that the facsimile signatures constitute our signatures the same as if we had manually signed each of the Bonds.
- 4. The Bonds are substantially in the form, and have been duly executed and signed in the manner prescribed in the Order.
- 5. At the time we so executed and signed the Bonds we were, and at the time of executing this certificate we are, the duly chosen, qualified and acting officers indicated therein, and authorized to execute the same.
- 6. No litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Bonds, and that so far as we know and believe no such litigation is threatened.

- 7. Neither the corporate existence nor boundaries of the County is being contested, no litigation has been filed or is now pending which would affect the authority of the officers of the County to issue, execute, sign, and deliver the Bonds, and no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded.
- 8. We have caused the official seal of the County to be impressed, or printed, or copied on the Bonds and said seal on the Bonds has been duly adopted as, and is hereby declared to be, the official seal of the County.
- 9. The currently outstanding tax debt of the County and the proposed Bonds is set forth in Exhibit "B" attached hereto.
- 10. The true and correct schedule showing the annual requirements of all the outstanding limited tax indebtedness of the County, together with the proposed Bonds, is set forth in <u>Exhibit "C"</u> hereto.
- 11. The currently effective ad valorem tax rolls of the County are those for the year 2010, being the most recently approved tax rolls of the County; that the taxable property in the County has been assessed as required by law; that the Tax Assessor of the County has duly verified the aforesaid tax rolls, and that the assessed value of taxable property in the County upon which the annual ad valorem tax of the County has been levied (after deducting the amount of all exemptions, if any, taken or required to be given under the Constitution and laws of the State of Texas), according to the aforesaid tax rolls for said year and finally approved and recorded by the Commissioner's Court of the County, is \$_______.
- 12. That no default exists in connection with any of the covenants contained in any of the orders authorizing the issuance of the Refunded Bonds (as defined in the order authorizing the Bonds).
- 13. That none of the Refunded Bonds have ever been held in or purchased for the account of any of the special funds created and maintained under the orders authorizing their issuance for payment or security of said Refunded Bonds.
- 14. The Bonds are in amounts sufficient to refund the Refunded Bonds and pay the costs of issuing the Bonds.

CLOSING MATTERS

15. To our best knowledge and belief: [To be completed per the Bond Purchase Agreement]

SIGNED AND SEALED this the

_, 2010.

DO NOT DATE

County Clerk

County Judge

County Treasurer

(Notary Seal

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this 38th (September 2010

WENDY E. COCO
Notary Public, State of Texas
My Commission Expires
AUGUST 01, 2012

Notary Public

EXHIBIT A

Bonds	The Williamson County, Texas Limited Tax Refunding Bonds, Series 2010 dated, 2010 in the aggregate principal amount of \$
Bond Purchase Agreement	The Bond Purchase Agreement between the County and the Underwriters dated, 2010 for the Bonds.
Closing	, 2010 or at such other time agreed upon between the County and the Underwriters.
Commissioners Court	The Commissioners Court of Williamson County, Texas.
Continuing Disclosure Undertaking	The undertaking of the County which satisfies the requirements of section (b)(5)(i) of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended.
County	Williamson County, Texas.
County Documents	Collectively, the Bond Purchase Agreement, the Order, the Escrow Agreement and the Continuing Disclosure Undertaking.
Escrow Agreement	As defined in the Order.
Official Statements	The Preliminary Official Statement dated, 2010 and the Official Statement dated, 2010 relating to the issuance of the Bonds.
Order	The Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement, an Official Statement, an Escrow Agreement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds.
Pricing Certificate	As defined in the Order and Bond Purchase Agreement.
Refunded Bonds	The refunded obligations defined in the Order and the Pricing Certificate.
Underwriters	The underwriters as set forth in the Bond Purchase Agreement dated, 2010 between the County and, acting on its own behalf and on behalf of the other underwriters listed therein.

EXHIBIT B

OUTSTANDING TAX INDEBTEDNESS

Bonds in the Process of Issuance

Williamson County, Texas Limited Tax Refunding Bonds, Series 2010 \$
Outstanding Debt
Williamson County, Texas Unlimited Tax Road Bonds, Series 2001 \$4,165,000
Williamson County, Texas General Obligation and Refunding Bonds, Series 2001A
Williamson County, Texas Unlimited Tax Road Bonds, Series 2002 \$8,245,000
Williamson County, Texas Limited Tax General Obligation Bonds, Series 2002A
Williamson County, Texas Unlimited Tax Road and Refunding Bonds, Series 2004
Williamson County, Texas Limited Tax Refunding Bonds, Series 2004A \$61,625,000
Williamson County, Texas Unlimited Tax Refunding Bonds, Series 2005 \$83,590,000
Williamson County, Texas Unlimited Tax Road Bonds, Series 2005 \$51,940,000
Williamson County, Texas Unlimited Tax Refunding Bonds; Series 2006 \$89,619,942
Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2006
Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006
Williamson County, Texas Limited Tax Refunding Bonds, Series 2006A \$16,650,000
Williamson County, Texas Unlimited Tax Road Bonds, Series 2007 \$146,985,000
Williamson County, Texas Limited Tax Bonds, Series 2007A \$13,575,000
Williamson County, Texas Limited Tax Note, Series 2008
Williamson County, Texas Limited Tax Bonds, Series 2009 \$7,845,000

Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2009	\$89,235,000
Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010	\$33,995,000
TOTAL	\$

EXHIBIT C

DEBT SERVICE SCHEDULE

Please See Attached

SIGNED	AND	SEALED	this the	
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2010.

DO NOT DATE

County Clerk

County Judge

County Treasurer

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this 9 100 10

(Notary Seal)

WENDY E. COCO Notary Public, State of Texas My Commission Expires AUGUST 01, 2012

DO NOT DATE

, 2010.

County Clerk

County Judge

County Treasurer

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____

WENDY E. COCO
Notary Public, State of Texas
My Commission Expires
AUGUST 01, 2012

Notary Public

, 2010.

County Clerk

County Judge

County Treasurer

(Notary Seal)

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____

X

WENDY E. COCO Notary Public, State of Texas My Commission Expires AUGUST 01, 2012

Notary Public

County Treasurer

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this

WENDY E. COCO Notary Public, State of Texas My Commission Expires AUGUST 01, 2012

County Judge

County Treasurer

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this

WENDY E. COCO My Commission Expires AUGUST 01, 2012

Notary Public, State of Texas

SIGNED AND SEALED this the	day of, 2010.
County Clerk County Treasurer	County Judge
NOTARY ACKNOW	LEDGMENT
Before me, on this day personally appeared the officers whose true and genuine signatures were sulpresence.	
Given under my hand and seal of office this	
WENDY E. COCO Notary Public, State of Texas My Commission Expires AUGUST 01, 2012	Wenchy P. Coco Notary Public

NO. T-1

UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY

PRINCIPAL AMOUNT \$12,930,000

WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BOND **SERIES 2010**

INTEREST RATE

DATE OF BOND

MATURITY DATE

As Shown Below

October 15, 2010

As Shown Below

REGISTERED OWNER: FIRST SOUTHWEST COMPANY

PRINCIPAL AMOUNT:

TWELVE MILLION NINE HUNDRED THIRTY THOUSAND

DOLLARS

ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

	Principal	Interest		Principal	Interest
Years	Installments	Rates	<u>Years</u>	Installments	Rates
2011	\$250,000	2.000%	2019	\$600,000	4.000%
****	***	****	2020	\$150,000	4.000%
2013	\$330,000	3.000%	2021	\$165,000	4.000%
2014	\$490,000	3.000%	2022	\$2,025,000	4.000%
2015	\$530,000	3.000%	2023	\$2,105,000	4.000%
2016	\$550,000	3.000%	2024	\$2,190,000	4.000%
2017	\$565,000	3.000%	2025	\$2,285,000	4.000%
2018	\$580,000	3.000%	2026	\$115,000	4.000%

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Bond at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2011 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; 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 Bond or Bonds, 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 Wells Fargo Bank, N.A. (the "Paying Agent/Registrar") at their office in Austin, Texas (the "Designated Payment/Transfer Office"). 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 County required by the order authorizing the issuance of this Bond (the "Bond Order") 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 close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. 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 County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (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 owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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 county where the principal corporate trust office of 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 October 15, 2010, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$12,930,000 FOR THE PURPOSE OF PROVIDING: (i) FUNDS TO REFUND THE REFUNDED OBLIGATIONS AND (ii) FUNDS TO PAY CERTAIN COSTS OF ISSUANCE OF THE BONDS.

ON FEBRUARY 15, 2020, or on any date thereafter, the Bonds maturing on and after February 15, 2021 may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

NO LESS THAN 30 calendar days prior to the date fixed for any such redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. 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 Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof 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 from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. 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 or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on 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 Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the 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; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

County Clerk

County Judge

County Treasurer



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 a	and address	
including zip code, of Transfer		
	and hereby irrevocably constitutes and appoints, attorney, to register the transfer of the within f, 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.	

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

	been examined, certified as to validity, and approved by and that this Bond has been registered by the Comptroller
Witness my signature and seal this	
	Comptroller of Public Accounts of the State of Texas

County Clerk

County Judge

County Treasurer



County Clerk

County Judge

County Treasurer



County Clerk

County Judge

County Treasurer

