

COMMISSIONERS COURT
REGULAR SESSION
September 26, 2005

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

Court went into Public Hearing at 10:10, with a final discussion concerning FY 2005-2006 Budget. Commissioner Martin stated the Sheriff has requested to keep the receptionist position, as requested, instead of increasing the fuel amount. Judge Bobbitt stated we've already had to add an additional \$20,000.00 for fuel in this budget year over original amount requested. The Court added 2 Sheriff Deputy's, 2 Deputy positions and a number of Jailer positions, in addition to the receptionist position. If we leave fuel line item as requested, we will have to adjust budget in some way. Commissioner Martin stated he feels the elected official knows what his department needs. Additionally, he asked if Sheriff Anderson could be called and let him address the Court on this issue, so a decision could be made.

Joe Lilly was present asking the Court for a merit raise for Donna Hilliary, a 29 year employee at the Health Department. Currently, Ms. Hilliary is the Office Manager with \$27,800.00 a year salary. Mr. Lilly is requesting she be classified as a Senior Office Manager at \$31,000.00

9548 On the motion by Ralph Green, second by Phillip Martin, the Court approved the following raise and new classification to Senior Office Manager Donna Hilliary from \$27,800.00 to \$30,800.00 per year, (\$1,000.00 across the Board employee raise and \$2,000.00 merit raise).

The Court went back into regular session at 10:30 AM.

OLD BUSINESS:

9549 On the motion by Ralph Green, second by Jim Latham, the Court approved the Countywide Time Keeping Policy. Commissioner Green explained to the Court this won't cause any extra work for Payroll Department, after talking to the installer. Until all offices are on system spread sheets can be printed. System gives enough control (changes, corrections, etc) for Elected Officials for modifications. First installation will be the County Clerk, Maintenance, Treasurer, Veterans Office and Sheriff's Department.

The Court went back into Public Hearing on FY 2005-2006 Budget with Sheriff Anderson and Chief Deputy White present to discuss issue. Judge Bobbitt advised them of the \$85,000.00 allocated for fuel line item in this current years budget and the additional \$20,000.00 which had to be added. If the Court leaves the receptionist position, how will you make the fuel last? Sheriff Anderson stated we need position and we will cut back. Position is covered by rotating people around. Do you plan on restricting take home vehicles? We will restrict daily activity, if necessary.

Commissioner Green stated we all know when fuel runs out we will have to move funding from contingency for additional fuel. It's the Courts responsibility to handle budgeting matters. The Sheriff has done without position for 8 months, with an hourly employee in that position. Emergency calls and dealing with prisoners seems more necessary than someone answering the phone. Commissioner Thornton ask if part time funds could be used for fuel line item? Judge Bobbitt stated we have one consensus suggestion that we leave Sheriff's Budget as proposed, and one suggestion that leaves the requested position open, but moves the part time funds into fuel line item.

— Commissioner Martin made motion for the Sheriff to keep requested position. Motion fail due to lack of a second.

— Commissioner Thornton made motion to leave the position in and move the part time funds into fuel line item and let the Sheriff manage his department the best he can.

9550 Commissioner Thornton restated his motion – leave full time position, move part time funds (\$15,000.00) into fuel, second by Green. For: Thornton, Green Latham. Opposed: Martin. Motion passed.

9551 On the motion by Jim Latham, second by Ralph Green, the Court approved Final Plat for Rancho Fin Palamos in Pct 4, on the recommendation of Commissioner Latham.

NEW BUSINESS:

9552 On the motion by Judge Bobbitt, second by Martin, the Court approved order authorizing the issuance and sale of Hunt County, Texas General Obligation Refunding Bonds, Series 2005, in the aggregate principal amount of approximately \$8,065,000.00, approving the official statement, bond purchase agreement and escrow agreement for the Bonds; levying a tax and providing for the security for and payment of said bonds; and enacting other provisions relating to the subject. The Auditor received a good faith check

in the amount of \$80,650.00 Judge Bobbitt stated the County is not receiving any additional funding. *See Attachment.*

9553 On the motion by Martin, second by Green, the Court approved Oak Creek Country Club as new polling location for Voting Precinct 325, due to unavailability of any other location. Mina Cook – Election Administrator advised the Court of Commissioner Martin’s providing additional parking area.

9554 On the motion by Thornton, second by Green, the Court approved the Final Plat for Merit Acres in Pct 1.

9555 On the motion by Green, second by Martin, the Court approved electrical power distribution facilities along and across CR 2526 in Pct 2, with the usual stipulations.

9556 On the motion by Green, second by Thornton, the Court accepted 2 bids for evaluation on asphalt hot and cold from Richard Drake in Paris, Texas and Buster Paving in Greenville, Texas. Bids on file in Personnel Office. Court to take action next Court, OLD BUSINESS.

9557 On the motion by Judge Bobbitt, second by Martin, the Court accepted bids for evaluation for Uniform Rentals received from Aramark, G & K (currently on Buyboard) and Star (no bids received). The Court noted our current vendor G & K reflected a reduction to the County mid-stream, but didn’t give it to the County. Place on OLD BUSINESS next Court.

9558 On the motion by Judge Bobbitt, second by Thornton, the Court approved renewal of the County Fire Protection Contract on recommendation of Dorsey Driggers – Emergency Management Officer. *See Attachment.*

9559 On the motion by Ralph Green, second by Phillip Martin, the Court approved Electronic Payroll System for Hunt County, which will save the County money. The Court also noted records cannot be changed after 14 days.

9560 On the motion by Green, second by Thornton, the Court approved 1185 ft. of road upgrade of dirt to rock on CR 2656 in Pct 2. Commissioner Green stated money deposited into Escrow Account.

9561 On the motion by Green, second by Martin, the Court approved request of FEC Electric for electrical power distribution facilities along and across CR 2540 in Pct 2, with the usual stipulations.

9562 On the motion by Judge Bobbitt, second by Thornton, the Court approved contract with the Department of State Health Services – Vital Statistics Unit for the Remote Birth Access. This service will allow customers born in other counties to obtain their Birth Certificates here in Hunt County from 1926 – forward, which the State has imaged on their system. See Attachment.

9563 On the motion by Martin, second by Latham, the Court approved mobile phone allotment of \$50 per month for Wayne Aimes (works with Kaye Abbott surveying properties seized to be put on Sheriff's sale and re-sale program) in the Tax Office. This allotment replaces Lisa Kinder's phone – already in the budget.

9564 On the motion by Thornton, second by Latham, the Court approved request to move excess of \$14,984.29 to the FY 2005-2006 Budget in order to complete work already in progress, as requested by Tax Assessor – Barbara Wiggins.

— 'Discuss and possibly approve purchase of vehicle for Tax Assessor – Collector's Office use:' Barbara Wiggins requested the purchase of a vehicle for Kaye Abbott and Wayne Aimes to use in seizing properties and to use for conferences. Currently, they are using their personal car, which is messing their cars up on these bad roads. We have extra funds left over in microfilming records, no tax attorney statements mailed out and money left in office supplies. Ms. Wiggins asked the Court for \$50,000.00 to purchase a car (to include cost of gas, maintenance, and insurance) for Kaye Abbott and Wayne Aimes for daily use and out of town conferences. After much discussion, this issue was dropped from the Agenda – no action taken.

9565 On the motion by Green, second by Thornton, the Court approved replat of Lot # 10 Manana One in Pct 2, which had been platted approximately 10 years ago. Commissioner Green stated approval contingent upon address change on mylar. Karon Frierson was present and stated changes will be made.

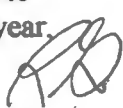
9566 On the motion by Green, second by Martin, the Court approved request of FEC Electric for electrical power distribution facilities along and across CR 2714 in Pct 2, with the usual stipulations.

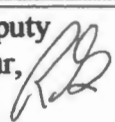
9567 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9568 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

<u>COMMISSIONER PCT 3:</u>	Add William Timothy Cook as hourly Pct Worker at \$8.00 per hour, effective 9-20-05.
<u>COMMISSIONER PCT 4:</u>	Add Hugh Young as hourly Pct Worker at \$9.00 per hour, effective 9-1-05.
<u>DISTRICT CLERK:</u>	Add Judy Stinnett as part time Deputy District Clerk at \$8.00 per hour, effective 9-22-05.
<u>HEALTH DEPARTMENT:</u>	Add Roxanne Turner as hourly nurse at \$20.00 per hour, effective 9-15-05. Terminate Patricia O'Connor as hourly Nurse, effective 9-14-05.
<u>JP 1, PL 2:</u>	Change Lia Adams Deputy Clerk from \$20,369.96 to \$21,369.96, effective 9-12-05. Change Lisa Vega Deputy Clerk from \$22,408.88 to \$23,408.88, effective 9-12-05.
<u>JUVENILE PROBATION:</u>	Change Reggie Washington to \$8.50 per hour, effective 10-1-05. Change Greg Washington to \$8.50 per hour, effective 10-1-05. Change Jennifer Wallace to \$8.50 per hour, effective 10-1-05. Change Phillis Tyson to \$8.50 per hour, effective 10-1-05. Change Timothy Tanton to \$8.50 per hour, effective 10-1-05. Change Terry Palmer to \$8.50 per hour, effective 10-1-05. Change Dwana Mumphrey to \$8.50 per hour, effective 10-1-05. Change Beverly Jenkins to \$8.50 per hour, effective 10-1-05.

<p><u>JUVENILE PROBATION:</u></p>	<p>Change Christopher Jackson to \$8.50 per hour, effective 10-1-05.</p> <p>Change Jane Goldsmith to \$8.50 per hour, effective 10-1-05.</p> <p>Change Tiffany Givens to \$8.50 per hour, effective 10-1-05.</p> <p>Change William Edwards to \$8.50 per hour, effective 10-1-05.</p> <p>Change Jonathan Brooks to \$8.50 per hour, effective 10-1-05.</p> <p>Change Nicole Bousman to \$8.50 per hour, effective 10-1-05.</p> <p>Change Charles Boyd to \$8.50 per hour, effective 10-1-05.</p> <p>Change Nikita Blakley to \$8.50 per hour, effective 10-1-05.</p> <p>Change Ofori Charles Asante to \$8.50 per hour, effective 10-1-05.</p> <p>Change Janet Moss to full time at \$20,000.00 per year, effective 9-16-05.</p> <p>Add Samantha Krambeer as hourly Detention Officer at \$8.00 per hour, effective 9-16-05.</p> <p>Add Jonathan Webb as hourly Detention Officer at \$8.00 per hour, effective 9-16-05.</p>
<p><u>MAINTENANCE:</u></p>	<p>Change San Juanita T. Rodriguez to \$18,650.00 from \$18,099.00 per year, effective 9-26-05. </p> <p>Change Dennis Hoffman Maintenance Worker to receive stipend of \$1,500, effective 9-26-05.</p> <p>Change Lloyd Bell Custodian 1 to receive stipend of \$1,500, effective 9-26-05.</p> <p>Add Eric Thompson as part time Maintenance Worker at \$8.00 per hour, effective 9-22-05.</p>
<p><u>HUMAN RESOURCES:</u></p>	<p>Change Peggy Little as hourly Human Resource Assistant from \$10.00 to \$11.00 per hour, effective 10-3-05.</p> <p>Add Sandy Anderson Human Resource Assistant at \$25,000.00 per year, effective 10-1-05.</p>

<p><u>SHERIFF:</u></p>	<p>Change Sergeant Daymond Weatherford to Patrol Deputy at \$32,386.00 (3-5 Salary Range), effective 9-20-05. Please stop phone stipend.</p> <p>Change Deputy James Schellinger due to discipline of an internal investigation, to be without pay for September 27, 28, 29, 2005.</p> <p>Change Patrol Deputy Hunter Landry to Sergeant (replacing the vacant Sergeant's spot), with salary of \$35,536.00, effective 9-20-05. Please transfer Daymond Weatherford's phone stipend to Hunter Landry.</p> <p>Add Michael Bohannon as Detention Officer at \$22,941.00, effective 9-20-05.</p> <p>Add Clinton Landrith as Detention Officer at \$22,941.00, effective 9-20-05.</p> <p>Transfer Michael R Ball Jailer to Deputy Sheriff G4 at \$29,801.00, effective 9-19-05.</p> <p>Transfer Joshua Bean Radney from Jailer to Deputy Sheriff G4 at \$29,801.00, effective 9-19-05.</p> <p>Add Marsha Hernandez as Deputy Sheriff at \$30,801.00, effective 10-1-05.</p> <p>Add Nathan Ehrhart as Deputy Sheriff at \$30,801.00, effective 10-1-05.</p>
<p><u>TAX ASSESSOR:</u></p>	<p>Change John Mooney hourly Tax Collector from \$7.00 to \$8.00 per hour, effective 9-26-05.</p>
<p><u>VOTER ADMINISTRATION:</u></p>	<p>Change Megan Byrd part time Deputy Clerk from \$6.00 to \$7.00 per hour, effective 10-1-05. </p> <p>Change Linda Mouton part time Deputy Clerk from \$9.00 to \$10.00 per hour, effective 10-1-05.</p> <p>Change Christie Evans to full time Deputy Clerk at \$21,371.00, effective 10-1-05.</p>

9569 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

_____ Court Adjourned at 11:55. Minutes approved this 10 day of

October, 2005.



Hunt County Judge

Attest:



Hunt County Clerk

FILED FOR RECORD
at 4 o'clock P M

9552

SEP 26 2005

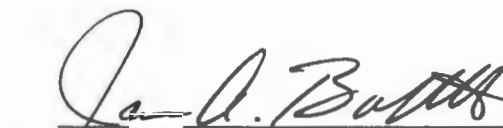
LINDA BROOKS
County Clerk, Hunt County, Tex.

CERTIFICATE PURSUANT TO BOND PURCHASE AGREEMENT

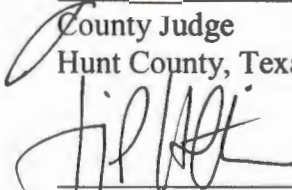
We undersigned officers of Hunt County, Texas (the "Issuer"), acting in our respective official capacities, in connection with the issuance and delivery by the Issuer of its General Obligation Refunding Bonds, Series 2005 in the aggregate principal amount of \$7,930,000 (the "Bonds"), hereby certify that:

1. This Certificate is delivered pursuant to Section 7(h)(4) of the Bond Purchase Agreement, dated September 26, 2005 (the "Purchase Agreement"), between the Issuer and Morgan Keegan & Company, Inc. (the "Underwriter"). Capitalized words used herein as defined terms and not otherwise defined herein have the respective meanings assigned to them in the Purchase Agreement.
2. The representations and warranties of the Issuer contained in the Purchase Agreement, or in any certificate or document delivered by the Issuer pursuant to the provisions of the Purchase Agreement, are true and correct in all material respects on and as of the date of Closing as though such representations and warranties were made on and as of the date of Closing, and all agreements or conditions to be performed or complied with by the Issuer under the Purchase Agreement on or prior to the date of the Closing have been performed or complied with.
3. Except to the extent disclosed in the Official Statement, no litigation or proceeding or tax challenge against the Issuer is pending or, to our knowledge, threatened, in any court or administrative body nor is there a basis for litigation to (i) contest the right of the members or officials of the Issuer to hold and exercise their respective position, (ii) contest the due organization and valid existence of the Issuer, (iii) attempt to restrain or enjoin the issuance or delivery of the Bonds, or the levy and collection of the ad valorem taxes to pay the principal of and interest on the Bonds, or the pledge thereof, (iv) in any way contest or affect the validity of the Bonds, the Order, the Escrow Agreement or this Purchase Agreement, or contesting the powers of the Issuer to issue the Bonds, or contest authorization of the Bonds, the Order, the Escrow Agreement or the Purchase Agreement, or (v) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement, or the Official Statement
4. To the best of our knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect.
5. There has not been any materially adverse change in the financial condition of the Issuer since September 30, 2004, the latest date as of which audited financial information is available.

DATED: Sept. 26, 2005



County Judge
Hunt County, Texas



County Auditor
Hunt County, Texas

Signature Page for Certificate Pursuant to Bond Purchase Agreement

Hunt County, Texas
 \$7,930,000
 General Obligation Refunding Bonds
 Series 2005

9552
 FILED FOR RECORD
 at 4 o'clock P.M.
 SEP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By *[Signature]*

BOND PURCHASE AGREEMENT

September 26, 2005

County Judge and Members of the
 Commissioners Court
 Hunt County, Texas
 2500 Lee Street
 Greenville, Texas 75403

Gentlemen:

The undersigned, Morgan Keegan & Company, Inc. (the "Underwriter"), offers to enter into the following agreement with Hunt County, Texas (the "Issuer"), which, upon the Issuer's acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Purchase Agreement") on or before 10:00 P.M., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer by the Underwriter at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Purchase Agreement shall have the same meanings set forth in the Order (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of an aggregate of \$7,930,000 in principal amount of the Hunt County, Texas, General Obligation Refunding Bonds, Series 2005 (the "Bonds"), for an aggregate purchase price equal to \$8,038,282.95 (representing the principal amount of the Bonds, plus an original issue premium of \$170,579.05 and less an underwriting discount of \$62,296.10) plus accrued interest on the Bonds from September 15, 2005 to the date of Closing (as hereinafter defined). In as much as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its individual capacity as an underwriter for its own account.

The Bonds are to be issued, secured and sold under the provisions of an Order (the "Order") adopted by the Commissioners Court of the Issuer on the date of the sale of the Bonds. The principal amount of the Bonds to be issued, the maturities and interest rates per annum are set forth in Schedule I attached hereto. The Bonds shall otherwise have such terms and provisions as set forth and described in the Official Statement.

A portion of the proceeds received by the Issuer from the sale of the Bonds pursuant hereto and certain other funds of the Issuer, if any, shall be deposited with The Bank of New York Trust Company, N.A., Jacksonville, Florida, as escrow agent (the "Escrow Agent"), under and pursuant to the escrow agreement (the "Escrow Agreement") referred to in the Order for the purpose of purchasing certain direct obligations of the United States of America (the "Federal Securities"), which shall mature and the interest on which shall be payable at such times and in such amounts so as to provide money which, together with cash balances from time to time on deposit in the Escrow Fund (as defined in the Escrow Agreement), will be sufficient to pay the principal of and interest on the Refunded Bonds (as defined in the Order and herein sometimes referred to as the "Refunded Bonds") when and as the same become due and payable in the manner provided in the Order and the Escrow Agreement.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at a price not to exceed the public offering prices set forth on the cover page of the Official Statement. Subject to the foregoing sentence, the Underwriter may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover page of the Official Statement.

3. Official Statement/Rule 15c2-12 Compliance. (a) The Bonds are described in a final Official Statement dated the date hereof, a copy of the cover page being attached hereto as Exhibit A. Such final Official Statement, together with the Appendices thereto, as further amended or supplemented only in the manner hereinafter provided, is herein called the "Official Statement." The Issuer agrees to cooperate with the Underwriter to provide a supply of final Official Statements within seven business days of the date hereof in sufficient quantities to comply with the Underwriter's obligations under applicable Municipal Securities Rulemaking Board Rules and Rule 15c2-12 of the Securities and Exchange Act of 1934 ("Rule 15c2-12").

(b) The Issuer hereby authorizes and approves the distribution and use by the Underwriter of the Official Statement in connection with the offering and sale of the Bonds. In addition, the Issuer does hereby ratify and approve the distribution of the Preliminary Official Statement, dated September 21, 2005, relating to the Bonds (the "Preliminary Official Statement") and confirms its consent to the use by the Underwriter prior to the date hereof in connection with the offering and sale of the Bonds. The Preliminary Official Statement was "deemed final" as of its date by the Issuer within the meaning and for the purposes of Section (b)(1) of Rule 15c2-12.

(c) The Issuer will agree in the Order to provide certain periodic information and notices of material events in accordance with Rule 15c2-12, as described in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION". The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or its agent of a certified copy of the Order containing the agreement described under such heading.

(d) To the best knowledge and belief of the Issuer, the Preliminary Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as disclosed in the Official Statement, the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with Rule 15c2-12.

(e) The Underwriter hereby agrees to timely file the Official Statement with a nationally recognized information repository. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the date of the Closing.

4. Security Deposit. Delivered to the Issuer herewith is a corporate check of the Underwriter payable to the order of the Issuer in the amount of \$80,650.00. The Issuer agrees to hold such check uncashed until the Closing to ensure the performance by the Underwriter of its obligation to purchase, accept delivery of, and pay for the Bonds at the Closing. Concurrently with the payment by the Underwriter of the purchase price of the Bonds at the Closing, the Issuer shall return such check to the Underwriter at the address stated below. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligation of the Underwriter to purchase, accept delivery of, and pay for the Bonds, as set forth in this Purchase Agreement (unless waived by the Underwriter), or should such obligation of the Underwriter be terminated for any reason permitted by this Purchase Agreement, such check shall immediately be returned to the Underwriter. In the event the Underwriter fails (other than for a reason permitted hereunder) to purchase, accept delivery of, and pay for the Bonds at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for full liquidated damages for such failure of the Underwriter and for any defaults hereunder on the part of the Underwriter. Acceptance of this offer by the Issuer shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and neither the Issuer nor any other person shall have any further action for damages, specific performance, or any other legal or equitable relief against the Underwriter. The Underwriter and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriter. The Underwriter hereby agrees not to stop or cause payment on said check to be stopped unless the Issuer has breached any of the terms of this Purchase Agreement.

5. Representations and Warranties. The Issuer hereby represents and warrants to the Underwriter that:

(a) The Issuer is a political subdivision of the State of Texas, and a body politic and corporate duly created, organized and existing under the laws of the State of Texas (the "State").

(b) The Issuer has the power and is authorized under the Constitution and the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), to (i) issue the Bonds for the purpose for which they are to be issued, and (ii) enter into and perform its obligations under this Purchase Agreement.

(c) The Issuer has the requisite right, power and authority (i) to adopt the Order authorizing the issuance of the Bonds and the execution and delivery of this Purchase Agreement and the Escrow Agreement, (ii) to execute, deliver and perform its obligations under this Purchase Agreement and the Escrow Agreement and (iii) to consummate the transactions contemplated by such instruments and the Official Statement, and the Issuer has complied with all provisions of applicable law in all matters relating to such transactions.

(d) The Issuer has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Purchase Agreement, the Bonds, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby or by the Bonds, the Escrow Agreement and the Official Statement.

(e) The Order is and, on the date of the Closing, will be in full force and, on the date of the Closing, the Escrow Agreement will have been duly executed and delivered by the Issuer. The Order is and, on the date of the Closing, will be the legal and valid act of the Issuer and, assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, this Purchase Agreement and the Escrow Agreement are and, on the date of the Closing, will be legal, valid, and binding obligations of the Issuer, enforceable in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization, and similar laws affecting creditors' rights generally and general principles of equity).

(f) The Bonds, when issued, delivered, and paid for as herein provided, will have been duly authorized, executed, and issued and will constitute legal, valid, and binding obligations of the Issuer entitled to the benefits of the Order.

(g) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make statements therein, in light of the circumstances under which they were made, not misleading.

(h) The information contained in the Official Statement (other than the information contained under the captions "THE BONDS —Book-Entry-Only System" and "Bond Insurance" as to which no view need be expressed) is and, as of the date of Closing, will be correct in all material respects, and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading.

(i) The Bonds conform to the descriptions thereof contained in the Official Statement under the caption "THE BONDS"; the Order conforms to the description thereof contained in the Official Statement under the caption "THE BONDS", the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption "PLAN OF FINANCING" and the undertaking with respect to Rule 15c2-12 set forth in the Order conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION."

(j) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board or body pending against the Issuer or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the

knowledge of the Issuer any basis therefor) contesting the due organization and valid corporate existence of the Issuer or the validity of Chapter 1207 or wherein an unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated hereby or by the Official Statement, (ii) the validity or due adoption of the Order, or the validity, due authorization and execution of the Bonds, this Purchase Agreement, the Escrow Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, (iii) the federal tax-exempt status of the interest on the Bonds or (iv) the defeasance of the Refunded Bonds. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened, in any court, agency or other administrative body (either state or federal) which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

(k) The authorization, execution, and delivery by the Issuer of the Official Statement, this Purchase Agreement, the Bonds, the Escrow Agreement and the other documents contemplated hereby and by the Official Statement, the adoption of the Order by the Issuer, the consummation of the transactions contemplated hereby and thereby and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provision of the Constitution of the State of Texas, Chapter 1207, or any other existing law, court or administrative decision, regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument by which the Issuer or its properties are or, on the date of Closing, will be bound or affected.

(l) Other than the opinion of the Attorney General of the State of Texas approving the Bonds as required by law and the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas (which approval and registration shall have been duly obtained or effected on or before the date of the Closing), and other than such permits, consents, licenses, notices, and filings, if any, as may be required under the securities or blue sky laws of any jurisdiction, no permit, consent, license, notice, or filing with governmental authorities is necessary or required (i) to permit the Issuer to execute and deliver this Purchase Agreement, the Escrow Agreement or the other instruments and documents contemplated hereby or thereby, to perform its obligations hereunder and thereunder, or to consummate the transactions contemplated hereby or thereby, or (ii) to issue and deliver the Bonds as contemplated hereby and by the Official Statement, or to perform in accordance with the terms hereof and thereof, or (iii) to adopt and enact the Order, or to perform in accordance with the terms thereof, or to issue and sell the Bonds as therein and in the Official Statement provided.

(m) The financial statements of, and the other financial information regarding, the Issuer in the Official Statement, present fairly the financial position and the results of operations of the Issuer at the respective dates and for the respective periods indicated therein. The financial statements of the Issuer included in Appendix B to the Official Statement are presented in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented. As of the date hereof, there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer.

(n) The Issuer, to the extent heretofore requested in writing, has delivered to the Underwriter true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Bonds or to any bond insurance company to obtain insurance on the Bonds and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

(o) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certificates may not be relied upon.

6. Delivery of, and Payment for, the Bonds. The consummation of the sale of the Bonds to the Underwriter (the "Closing") shall be held at such location or locations as may be mutually agreed upon by the Issuer and the Underwriter. The Closing shall be held at 10:00 A.M., Central Time, on October 27, 2005, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter.

Subject to the conditions stated herein, the Issuer will deliver, or cause to be delivered, to the Underwriter at the Closing the initial bond or bonds (as required by the Order) and will have available for immediate exchange the Bonds in book-entry form, together with the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1 hereof in immediately available funds. Concurrently with such payment by the Underwriter, the Issuer shall return to the Underwriter the check referred to in Paragraph 4 hereof. Global Bonds for use by The Depository Trust Company in their book entry only system shall be printed, typed, or lithographed; shall be prepared and delivered as fully registered bonds in the denominations permitted by the Order, shall be registered in the name of Cede & Co. and shall be deposited with The Depository Trust Company, or with the paying agent/registrar for the Bonds pursuant to The Depository Trust Company Fast Automated Securities Transfer System, at least one business day before the Closing.

In addition, the Issuer and the Underwriter agree that there may be a preliminary Closing held at such place as the Issuer and the Underwriter shall mutually agree, commencing at least 24 hours prior to the Closing. Drafts of all documents to be delivered at the Closing shall be prepared and distributed to the parties and their counsel for review at least two (2) business days prior to the Closing.

7. Certain Conditions To Underwriter's Obligations. The obligations of the Underwriter hereunder are subject to the satisfaction on or before the date of the Closing of each of the following conditions (unless waived by the Underwriter in writing):

(a) The representations and warranties of the Issuer contained herein or on any certificate or other document delivered pursuant to the provisions hereof shall be true on and as of the date of the Closing as though such representations and warranties were made on and as of the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Purchase Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, the Order shall be in full force and effect, and the Order shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter.

(d) At the time of the Closing, all official action of the Issuer related to the Order, the Bonds, the Escrow Agreement and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified, or supplemented.

(e) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(f) No suit, action, investigation, or legal or administrative proceeding shall be seriously threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Bonds or the consummation of the transactions contemplated hereby, or which, in the opinion of the Underwriter, would have a materially adverse effect on the transactions contemplated hereby.

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Purchase Agreement shall be reasonably satisfactory in legal form and effect to counsel for the Underwriter.

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) the approving opinion, dated the date of the Closing, of Vinson & Elkins L.L.P., as bond counsel ("Bond Counsel"), delivered to the Underwriter, relating to, among other things, the validity of the Bonds and the tax-exempt status of the interest on the Bonds for federal income tax purposes, in substantially the form attached to the Official Statement as Appendix C;

(2) a supplemental opinion, dated the date of the Closing, of Bond Counsel addressed to the Issuer and the Underwriter containing the information specified in Exhibit B hereto;

(3) an opinion, dated the date of the Closing, of Fulbright & Jaworski L.L.P., counsel for the Underwriter, addressed to the Underwriter containing the information specified in Exhibit C hereto;

(4) a certificate of the Issuer, dated the date of Closing and signed on its behalf by the County Judge and the County Auditor, acting solely in such officers' official capacities, in form satisfactory to the Underwriter, to the effect that (a) the representations and warranties of the Issuer in the Purchase Agreement, or in any certificate or document delivered by the Issuer pursuant to the provisions of the Purchase Agreement, are true and correct on and as of the date of the Closing as though such representations and warranties were made on and as of the date of the Closing, and all agreements or conditions to be performed or complied with by the Issuer under the Purchase Agreement on or prior to the date of the Closing have been performed or complied with; (b) except

to the extent disclosed in the Official Statement, no litigation or proceeding or tax challenge against the Issuer is pending or, to the knowledge of such persons, threatened in any court or administrative body nor is there a basis for litigation to (i) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (ii) contest the due organization and valid existence of the Issuer, (iii) attempt to restrain or enjoin the issuance or delivery of the Bonds, or the levy and collection of ad valorem taxes to pay the principal of and interest on the Bonds, or the pledge thereof, (iv) in any way contest or affect the validity of the Bonds, the Order, the Escrow Agreement or the Purchase Agreement, or contest the powers of the Issuer to issue the Bonds, or contest authorization of the Bonds, the Order, the Escrow Agreement or the Purchase Agreement, (v) contest the defeasance of the Refunded Bonds, or (vi) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement, if applicable, or the Official Statement; (c) to the best of such persons' knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; and (d) there has not been any materially adverse change in the financial condition of the Issuer since September 30, 2004, the latest date as of which audited financial information is available;

(5) one copy of the Order and all other orders or resolutions or other proceedings of the Issuer authorizing the issuance and sale of the Bonds and the execution and delivery of this Purchase Agreement, the Escrow Agreement and the Official Statement, in each case certified by the Issuer Secretary as having been duly adopted and being in full force and effect and as being true, accurate and complete copies thereof;

(6) an unqualified opinion, dated on or prior to the date of the Closing, of the Attorney General of the State of Texas, relating to the legality and validity of the Bonds, the defeasance of the Refunded Bonds and approving the Bonds as required by law;

(7) evidence satisfactory to the Underwriter that the Bonds have been registered by the Comptroller of Public Accounts of the State of Texas as required by law;

(8) evidence satisfactory to the Underwriter that the Bonds have been rated "AAA" by Standard & Poor's, a division of The McGraw Hill Companies, Inc. ("S&P"), and "Aaa" by Moody's Investors Service, Inc. ("Moody's"), and have received an underlying rating of "A" by S&P and "A2" by Moody's, and that such ratings are in effect as of the date of Closing;

(9) a copy of the policy of bond insurance policy issued by Ambac Assurance Corporation (the "Insurer") with respect to the Bonds, together with the customary opinion of its legal counsel as to the validity and enforceability of such policy and the fairness and accuracy of the language in the Official Statement describing the Insurer and such policy;

(10) a certificate of the Issuer, dated the date of the Closing, and signed by the County Auditor, or other authorized officer of the Issuer, in the form approved by Bond Counsel and satisfactory to the Underwriter and its counsel, with respect to arbitrage;

(11) an executed copy of the Escrow Agreement;

(12) a copy of a special report prepared by Grant Thornton LLP, independent certified public accountants, addressed to the Issuer, Bond Counsel and the Underwriter, verifying (i) the arithmetical computations of the adequacy of the maturing principal and interest on the governmental securities held under the Escrow Agreement and uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the Refunded Bonds, and (ii) the computation of the yield with respect to such governmental securities and the Bonds; and

(13) such additional legal opinions, certificates, proceedings, instruments, and other documents as counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations and warranties of the Issuer contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer and the Escrow Agent at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer or the Escrow Agent.

(i) The Issuer shall have returned the corporate check of the Underwriter delivered to the Issuer pursuant to Section 4 hereof.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter and its counsel and to Bond Counsel. The Underwriter shall be entitled to receive such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents as the Underwriter may reasonably request.

8. Conditions to Obligations of the Issuer. The obligations of the Issuer hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the opinion of Bond Counsel described in Section 7(h)(1) hereof.

9. Termination. The Underwriter shall have the right, in its absolute discretion, to terminate its obligation to purchase the Bonds if, (i) between the date hereof and the Closing, legislation shall be enacted or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States, or the Internal Revenue Service or any member of Congress, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, order, regulation statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose directly or indirectly federal income taxation upon interest received on obligations of the general character of the Bonds or upon income of the general character to be derived by the issuer in

such a manner as, in the reasonable opinion of the Underwriter, would materially adversely affect the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event, or information becomes known, which, in the reasonable judgment of the Underwriter, either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred (whether or not foreseeable) any outbreak of hostilities or any national or international calamity or crisis, including, without limitation, financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against the State of Texas or any political subdivision, agency or instrumentality of such State, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof and the effect of any such event on the financial markets of the United States, shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for the Underwriter to sell the Bonds on the terms and in the manner contemplated by the Official Statement, or (v) there shall be in force a general suspension of trading on the New York Stock Exchange or the American Stock Exchange, or (vi) the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or (vii) a general banking moratorium shall have been declared by federal, Texas, or New York authorities, or (viii) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter, or (ix) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition is not the result of Underwriter's acts or failure to act, or (x) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (xi) there shall have occurred since the date of this Purchase Agreement any downgrading or any notice shall have been given of (a) any intended or potential downgrading or (b) any review or possible change that does not indicate a possible upgrade, in the rating accorded any of the Issuer's obligations (including the rating to be accorded the Bonds), or (xii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of counsel for the Underwriter, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or requiring the Bonds or the Order or any other document relating to the Bonds or transactions contemplated hereby to be qualified under the Trust Indenture Act of 1939, as amended, or (xiii) an order, decree or injunction by any court of competent jurisdiction, or a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction in the matter shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is in violation of any provision of the Securities Act of 1933, as amended, the Securities

Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (xiv) any state blue sky or securities commission or other governmental agency or body in which 10% or more of the Bonds have been sold shall have withheld registration, exemption, or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto, and in the reasonable judgment of the Underwriter, the market for the Bonds would be materially affected thereby, or (xv) the Constitution of the State of Texas shall be amended or an amendment shall be proposed, or legislation shall be enacted, or a decision shall have been rendered as to matters of Texas law, or any order, ruling or regulation shall have been rendered as to or on behalf of the State of Texas by an official, agency or department thereof, affecting the tax status of the Issuer, its property or income, its bonds (including the Bonds) or the interest thereon, which in the reasonable judgment of the Underwriter would materially affect the market price of the Bonds, or (xvi) the debt ceiling of the United States is such that the Federal Securities required to fund the Escrow Agreement are not available for delivery on the date of delivery of the Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligation of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds contained in this Purchase Agreement, or if the obligation of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and be of no further force or effect, and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Sections 11, 12 and 14 hereof shall continue in full force and effect. In addition, the Issuer shall promptly return the corporate check of the Underwriter delivered to the Issuer pursuant to Section 4 hereof.

10. Particular Covenants of the Issuer. The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall cooperate with the Underwriter in amending or supplementing the Official Statement whenever requested by the Underwriter if, in the reasonable judgment of the Underwriter, such amendment or supplement is required.

(b) The Issuer shall not revise, amend, or supplement the Official Statement unless such revision, amendment, or supplement has been previously approved by the Underwriter.

(c) The Issuer shall furnish such information and cooperate with the Underwriter and its counsel in any endeavor (i) to (A) qualify the Bonds for offering and sale under the securities or blue sky laws and regulations of such jurisdictions of the United States as the Underwriter may request and (B) determine the eligibility of the Bonds for investment under the laws of such jurisdictions, and (ii) to maintain such qualifications in effect until the distribution of the Bonds described in the Official Statement shall have been completed; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Bonds to qualify as a foreign corporation or to file a general or special written consent to suit or to file a general or special written consent to service of process in any jurisdiction. The Issuer consents to the use of the Order, the Preliminary Official Statement, and the Official Statement by the Underwriter in obtaining such qualifications. The Issuer will advise the Underwriter immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(d) Any certificate or other instrument or document signed by an authorized officer or agent of the Issuer and delivered to the Underwriter pursuant to the terms and provisions hereof shall be deemed to be a representation and warranty made by the Issuer to the Underwriter as to the statements made therein.

(e) From and after the date of this Purchase Agreement through and including the time of the Closing as herein provided, the Issuer will not, without the prior written consent of the Underwriter, issue any additional bonds, notes or other obligations for borrowed money, and the Issuer will not incur any material liabilities, direct or contingent, relating to the Issuer.

(f) If, at any time prior to the time of the Closing as herein provided, an event occurs affecting the Issuer, or information becomes known, which is materially adverse for the purpose for which the Official Statement is to be used and is not disclosed in the Official Statement, the Issuer shall notify the Underwriter, and if, in the opinion of the Issuer and the Underwriter, such event requires a supplement or amendment to the Official Statement, the Issuer shall supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel to the Issuer.

(g) The Issuer shall provide such information under the Issuer's control as necessary for the Underwriter to comply with the filing requirements of Rule G-36 of the Municipal Securities Rulemaking Board.

(h) If, after the date of this Purchase Agreement to and including the date the Underwriter is no longer required pursuant to Rule 15c2-12 to provide the Official Statement to potential customers requesting an Official Statement (such date being the earlier of (A) 90 days from the end of the underwriting period and (B) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the end of the underwriting period), any event shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer shall notify the Underwriter (and for the purposes of this clause (h) provide the Underwriter with such information as they may from time to time request), and cooperate with the Underwriter in the preparation of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with law.

(i) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Order and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

11. Survival of Representations. All representations, warranties and agreements of the Issuer hereunder or in any certificate delivered by the Issuer pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the

Underwriter, and shall survive the delivery of and payment for the Bonds and any termination of this Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. Payment of Expenses. The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, the Preliminary Official Statement and the Official Statement, (ii) the fees and disbursements of Bond Counsel and counsel to the Issuer; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of the Escrow Agent and any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees for bond ratings, (vi) the fees of the Texas Attorney General and (vii) the premium for the municipal bond insurance policy, if any, pertaining to the Bonds. The Underwriter shall pay for its costs related to the purchase of the Bonds, including, without limitation, fees and disbursements of its counsel and advertising expenses.

13. Notices. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, Attention: Mr. J.P. Hamilton, County Auditor, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Morgan Keegan & Company, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas, 75225, Attention: Mr. Tom Oppenheim, telephone: (214) 365-5505.

14. Parties. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

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

16. Business Day. For purposes of this Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. Status of the Underwriter. It is understood and agreed that for all purposes of this Purchase Agreement and the transactions contemplated hereby the Underwriter has, in its role as underwriter, acted solely as an independent contractor and has not acted as a financial or investment advisor, fiduciary or agent to or for the Issuer, whether directly or indirectly through any person. The Issuer recognizes that the Underwriter expects to profit from the acquisition and potential distribution of the Bonds.

18. Severability. If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

19. General. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Purchase Agreement shall become effective upon your acceptance hereof and delivery of a signed copy of this Purchase Agreement to the Underwriter.

Very truly yours,

MORGAN KEEGAN & COMPANY, INC.

By: Thomas K. Quinn
Title: Managing Director

Accepted and agreed to as of
the date first above written:

HUNT COUNTY, TEXAS

By: Janet A. Bullock
County Judge

SCHEDULE I

Hunt County, Texas
\$7,930,000
General Obligation Refunding Bonds
Series 2005

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Yield (%)</u>
2006	\$ 110,000	3.00%	2.80%
2007	35,000	3.25%	2.95%
2008	35,000	3.25%	3.05%
2009	40,000	3.25%	3.15%
2010	40,000	3.50%	3.25%
2011	40,000	3.50%	3.35%
2012	825,000	3.50%	3.35%
2013	860,000	3.75%	3.45%
2014	895,000	4.00%	3.55%
2015	930,000	4.00%	3.60%
2016	970,000	4.00%	3.65%
2017	1,005,000	4.00%	3.70%
2018	1,050,000	4.00%	3.75%
2019	1,095,000	4.00%	3.80%

EXHIBIT A
to
Purchase Agreement

[Executed copy of the Official Statement]

EXHIBIT B
to
Purchase Agreement

Pursuant to Section 7(h)(2) of this Purchase Agreement, the Underwriter shall have received, to the extent such opinions are not covered by the opinion of Bond Counsel referred to in Section 7(h)(1) of this Purchase Agreement, a supplemental opinion of Bond Counsel to the following effect:

(i) Such counsel has reviewed the information contained under the captions "PLAN OF FINANCING" (except under the subcaption "Sources and Uses of Proceeds"), "THE BONDS" (except under the subcaption "Book-Entry-Only System" and "Bondholders' Remedies"), "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subcaption "Compliance with Prior Undertakings"), and the subcaptions "Registration and Qualification of Bonds For Sale", "Legal Investments and Eligibility to Secure Public Funds in Texas" and "Legal Opinions" under the caption "OTHER INFORMATION" and is of the opinion that the information relating to the Bonds and legal matters contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Order.

(ii) The Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary in connection with the offer and sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Bonds, the Order, or any other instrument or document under the Trust Indenture Act of 1939, as amended.

(iii) The Order has been duly adopted and is in full force and effect.

The supplemental opinion of Bond Counsel will also state that the Underwriter is entitled to rely upon the opinion of Bond Counsel delivered in accordance with the provisions of Section 7(h)(1) of the Purchase Agreement.

EXHIBIT C
to
Bond Purchase Agreement

Pursuant to Section 7(h)(3) of the Purchase Agreement, the Underwriter shall have received an opinion of Fulbright & Jaworski L.L.P., counsel to the Underwriter, to the effect that the Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary in connection with the offer and sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Bonds, the Order, or any other instrument or document associated with the issuance of the Bonds under the Trust Indenture Act of 1939, as amended.

In addition, such counsel shall state in their letter containing the foregoing opinion that such counsel has, in their capacity as counsel to the Underwriter, participated in conferences with officers and other representatives of the Issuer, Bond Counsel, the financial advisors to the Issuer and representatives of the Underwriter at which the contents of the Official Statement and related matters were discussed and, although such counsel is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, on the basis of the foregoing (relying as to materiality to a large extent upon the opinions of officers and other representatives of the Issuer), no facts have come to the attention of such counsel to lead them to believe that the Official Statement, as of its date (excluding therefrom the reports, financial and statistical data and forecasts included therein, and excluding therefrom the Appendices thereto, all as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

HUNT COUNTY, TEXAS

September 26, 2005

9552
 FILED FOR RECORD
 at _____ o'clock _____ M
 SEP 26 2005
 By County CLINDA BROOKS
 Clerk, Hunt County, Tex.

The Bank of New York Trust Company, N.A.
 Corporate Trust Department
 10161 Centurion Parkway, 3rd Floor
 Jacksonville, Florida 32256

Re: Hunt County, Texas, General Obligation Refunding Bonds, Series 2005

Ladies and Gentlemen:

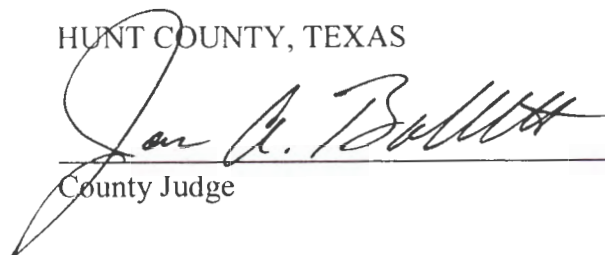
Hunt County, Texas (the "Issuer") and the Underwriter of the above-referenced series of Bonds (the "Bonds") have designated your bank as the place, and as their agent, for the delivery and payment of the Bonds. The initial Bond of this series (the "Initial Bond") is being delivered to you and you are hereby authorized and directed to hold the Initial Bond for safekeeping pending said delivery and payment.

Upon your receipt of the final unqualified legal opinion of Vinson & Elkins L.L.P., as to the validity of the Bonds, and upon receipt of payment therefor, you are authorized and directed to cancel the Initial Bond and to deliver the definitive Bonds to DTC on behalf of the Underwriter.

You are further authorized and directed to remit all of the aforesaid proceeds received from the delivery and payment of the Bonds as further directed by First Southwest Company, Financial Advisor to the Issuer.

Sincerely,

HUNT COUNTY, TEXAS



 County Judge

9552
FILED FOR RECORD
at 4 o'clock P M
SEP 26 2005
LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

ESCROW AGREEMENT

Between

HUNT COUNTY, TEXAS

and

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

Pertaining to

Hunt County, Texas
General Obligation Refunding Bonds
Series 2005

Dated as of September 15, 2005

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of September 15, 2005 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between HUNT COUNTY, TEXAS (the "Issuer"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., a New York State banking corporation, authorized to do business in the State of Texas, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent").

WITNESSETH:

WHEREAS, the Issuer has heretofore issued and there presently remain outstanding the bonds (the "Refunded Bonds") of the Issuer listed and described on Exhibit A, attached hereto;

WHEREAS, the Refunded Bonds are scheduled to mature or have been called for early redemption in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in Exhibit B attached hereto and made a part hereof; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Refunded Bonds, then the Refunded Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment for any of the Refunded Bonds, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such paying agent for any of the Refunded Bonds with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Bonds when due; and

WHEREAS, the Escrow Agent is the paying agent for the Refunded Bonds and this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Refunded Bonds the amounts required to provide for the payment of the principal of and interest

on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the issuance, sale, and delivery of the Hunt County, Texas General Obligation Refunding Bonds, Series 2005 (the "Refunding Bonds"), have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Bonds at their respective maturity or redemption dates and the interest thereon to such maturity or redemption dates; and

WHEREAS, the Issuer desires that, concurrently with the delivery of the Bonds to the purchasers thereof, a portion of the proceeds of the Bonds shall be applied to purchase certain "Federal Securities" (as herein defined) for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Federal Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Refunded Bonds as it accrues and becomes payable and the principal of the Refunded Bonds on their maturity dates or redemption dates; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Federal Securities the Issuer desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement and hereby acknowledges its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Beginning Cash Balance" means the funds described in Exhibit C attached to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions thereunder.

"Escrow Fund" means the fund created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Federal Securities" means direct, noncallable obligations of the United States of America, including noncallable obligations of which the full and timely payment of the principal and interest are unconditionally guaranteed by the United States of America, that mature and/or bear interest payable at such times and in such amounts sufficient without reinvestment to provide for the scheduled payment of the principal of and interest on the Refunded Bonds. Investments in mutual funds and unit investment trusts are prohibited.

Section 1.02. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Refunded Bonds," and "Bonds," when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND FEDERAL SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Bonds the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the Beginning Cash Balance and the Federal Securities described in Exhibit C attached hereto and incorporated by reference as a part of this Agreement for all purposes. The Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as Hunt County, Texas General Obligation Refunding Bonds, Series 2005 Escrow Fund (the "Escrow Fund") for the purpose of paying the principal of and interest on the Refunded Bonds, as described in Exhibit A, in order to make firm banking arrangements therefor. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Federal Securities described in Exhibit C attached hereto. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) to the extent needed to pay the principal and interest requirements on the Refunded Bonds, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow

Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties thereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Bonds at their respective maturity date or dates as of which such Refunded Bonds have been called for earlier redemption, and interest thereon when due, in the amounts and at the times shown in Exhibit B attached hereto.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Federal Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to each place of payment for the Refunded Bonds, at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and the principal of the Refunded Bonds as such principal comes due, all as more fully set forth in Exhibit D attached hereto. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by each place of payment for the Refunded Bonds to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional moneys in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Federal Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Federal Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Federal Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds shall be entitled to a preferred claim and first lien upon the Federal Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by a place of payment for the Refunded Bonds.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

SUBSTITUTION OF FEDERAL SECURITIES

Section 4.01. In General. Except as provided in Section 4.02 and 4.03 hereof, the Escrow Agent shall not have any power or duty to make substitutions for the Federal Securities described in Exhibit C hereto, or to sell, transfer, or otherwise dispose of such Federal Securities.

Section 4.02. Substitution of Federal Securities at Bond Closing. Concurrently with the sale and delivery of the Bonds, the Issuer, at its option, may substitute cash or Federal Securities for the Federal Securities listed in part III of Exhibit C attached hereto, but only if such cash and/or Federal Securities:

(a) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in part III of Exhibit C for which such obligation is substituted, and

(b) mature on or before the maturity date of the obligation listed in part III of Exhibit C for which such obligation is substituted.

The Issuer may at any time substitute the Federal Securities listed in part III of Exhibit C which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Bonds for such Federal Securities, provided, that upon any such substitution the Escrow Agent receives (i) a new verification report from a firm of independent certified public accountants as to the sufficiency of the Federal Securities to provide for the payment of the Refunded Bonds (assuming such substitution has been made and assuming a zero percent reinvestment rate) and (ii) an opinion of bond counsel to the effect that such substitution shall not affect the tax-exempt status of interest on the Refunded Bonds or the Bonds.

Section 4.03. Substitution of Federal Securities Following Bond Closing. (a) At the written request of the Issuer, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Federal Securities and apply the proceeds therefrom to purchase Refunded Bonds or other Federal Securities. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a firm of independent certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon and assuming a zero percent reinvestment rate, to provide for the payment of principal of and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the Issuer and the Escrow Agent to the effect that (A) such transaction will not cause any of the Bonds to be an "arbitrage bond" within the meaning of the Code or otherwise adversely affect the tax-exempt status of the Refunded Bonds or the Bonds, and (B) that such transaction complies with the Constitution and laws of the State of Texas.

(b) The foregoing provisions of substitution notwithstanding, the Escrow Agent shall be under no obligation to effect the substitution of the Federal Securities in the manner contemplated by Subsection 4.03(a) if the Issuer fails to deliver or cause to be delivered to the Escrow Agent no later than three Business Days prior to the proposed date such substitution is to be effected a written certificate setting forth in reasonable detail the maturity dates and maturity amounts of the Federal Securities to be substituted and the proposed date such substitution is to occur.

Section 4.04. Allocation of Certain Federal Securities. The maturing principal of and interest on the Federal Securities may be applied to the payment of any Refunded Bonds and no allocation or segregation of the receipts of principal or interest from such Federal Securities is required.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Federal Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Bonds or Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 5.02 and 5.03 hereof, neither the Issuer nor the Escrow Agent shall reinvest any moneys deposited to or held as part of the Escrow Fund.

Section 5.02. Reinvestment in SLGS. Cash balances in the Escrow Fund shall be reinvested as set forth on Exhibit E attached hereto.

Section 5.03. Reinvestment of Cash Balances. At the written request of the Issuer, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall permit or cause the reinvestment of cash balances in the Escrow Fund, pending the use thereof to pay when due the principal of and interest on the Refunded Bonds, in Federal Securities which obligations must mature on or before the respective dates needed for payment of the Refunded Bonds. Any such modification must include (i) an opinion of nationally recognized bond counsel that such transaction does not adversely affect the tax-exempt nature of the Bonds or the Refunded Bonds and complies with the Constitution and laws of the State of Texas and (ii) a verification report by a firm of independent certified public accountants verifying the sufficiency of the Escrow Fund and the yield on the investment thereof.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts,

disbursements, allocations and application of the money and Federal Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Bonds.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Federal Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Federal Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Federal Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor any place of payment for the Refunded Bonds shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Federal Securities to make timely payment thereon, except for the obligation to notify the Issuer promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Bonds or the Refunded Bonds and is not responsible for nor bound by any of the provisions thereof (except as a place of payment or a paying agent/registrars therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation.

(a) Concurrently with the sale and delivery of the Bonds, the Issuer shall pay to the Escrow Agent the sum of \$_____ the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Bank hereby agrees to continue to act as paying agent for the life of the Refunded Bonds under their existing fee schedule, with the sole remedy for nonpayment being an action for amounts owing under the paying agency agreement for such Refunded Bonds. The Escrow Agent's fee does not include the cost of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent.

(c) Upon receipt of the aforesaid specific sum stated in subsections (a) of this Section, the Escrow Agent shall acknowledge receipt of such amount to the Issuer in writing.

Section 7.04. Successor Escrow Agents.

(a) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(b) The Escrow Agent may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the Issuer; provided, that, no such resignation shall take effect unless: (i) a successor Escrow Agent shall have been appointed by the owners of the Refunded Bonds or by the Issuer as herein provided; (ii) such successor Escrow Agent shall have accepted such appointment; (iii) the successor Escrow Agent shall have agreed to accept the fees currently in effect for the Escrow Agreement; and (iv) the Escrow Agent shall have paid over to the successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder. Such resignation shall take effect immediately upon compliance with the foregoing requirements.

(c) Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision or examination by Federal or State authority and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

(d) Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent: The Bank of New York Trust Company, N.A.
10161 Centurion Parkway, 3rd Floor
Jacksonville, Florida 32256
Attention: Corporate Trust Department

To the Issuer: Hunt County, Texas
2500 Lee Street
Greenville, Texas 75403
Attention: County Auditor

To the Rating Agencies: Moody's Investors Service, Inc.
2200 Ross Avenue
Suite 4650 West
Dallas, Texas 75201
Attention: Public Finance Department

Standard & Poor's Rating Group
25 Broadway
New York, New York 10004

Fitch Investors Service, L.P.
4514 Cole Avenue, Suite 600
Dallas, Texas 75205

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. In the event any one or more provisions hereof are held to be invalid, illegal or unenforceable the Issuer shall promptly notify each of the rating agencies then maintaining a rating on the Refunded Bonds.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in Exhibit C attached hereto and the Federal Securities, together with the specific sum stated in subsection (a) of Section 7.03 for Escrow Agent fees, expenses, and services.

Section 8.08. Modification of Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Bonds, the Issuer, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1) shall alter the firm financial arrangements made for the payment of the Refunded Bonds or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Refunded Bonds outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the Issuer and the Escrow Agent may, without the consent of holders of the Refunded Bonds, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Refunded Bonds any ambiguity, formal defect or omission in this Agreement. Prior notice of any such modification shall be given to each rating agency then maintaining a rating on the Refunded Bonds.

ARTICLE IX

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

Section 9.01. Acknowledgment of Receipt of Notice of Redemption. The Escrow Agent, by its execution hereof, as paying agent/registrar for the Refunded Bonds, acknowledges receipt of a certified copy of the Order authorizing the issuance of the Bonds the delivery and receipt of which constitutes written notice of redemption of the Refunded Bonds described on Exhibit A hereto, and, as paying agent for the Refunded Bonds, agrees to provide to the owners thereof notice of redemption of the Refunded Bonds as required by the respective orders that authorized the issuance thereof.

[Execution Page Follows]

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

HUNT COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

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

By: _____
Title: _____

Signature Page for Escrow Agreement

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<u>Exhibit B</u>	Schedule of Debt Service on Refunded Bonds
<u>Exhibit C</u>	Description of Beginning Cash Balance and Federal Securities
<u>Exhibit D</u>	Escrow Fund Cash Flow
<u>Exhibit E</u>	Reinvestments in Zero Interest Rate SLGS

EXHIBIT A

DESCRIPTION OF THE REFUNDED BONDS

HUNT COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005

SCHEDULE OF BONDS TO BE REFUNDED

<u>Bonds to be Refunded</u>	<u>Original Principal Amount</u>	<u>Maturities to be Refunded</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date/Price</u>
Permanent Improvement Bonds, Series 1999	\$13,500,000	03/01/12	\$ 790,000	March 1, 2009 @ par
		03/01/13	830,000	
		03/01/14	870,000	
		03/01/15	915,000	
		03/01/16	965,000	
		03/01/17	1,010,000	
		03/01/18	1,065,000	
		03/01/19	<u>1,120,000</u>	
			\$7,565,000	

EXHIBIT B

SCHEDULE OF DEBT SERVICE ON REFUNDED BONDS

See Attached Schedule

EXHIBIT C**DESCRIPTION OF BEGINNING CASH BALANCE AND FEDERAL SECURITIES**I. Cash

\$0.39

II. State and Local Government Series Obligations

\$7,909,569.00

III. Open Market Securities

\$-0-

(See Attached Schedule)

EXHIBIT D

ESCROW FUND CASH FLOW

(See Attached Schedules)

TEM001/12079
Dallas 1017949_1.doc

D-1

EXHIBIT E

REINVESTMENTS IN ZERO INTEREST RATE SLGS

None

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Dallas 1017949_1.doc

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Schedule I – Refunded Bonds

AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF HUNT COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,930,000; APPROVING THE OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND ESCROW AGREEMENT FOR THE BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Hunt County, Texas (the "County"), has previously issued and there presently are outstanding limited tax bonds of the County, secured by a pledge of ad valorem taxes, levied within the limits prescribed by law, against all taxable property located in the County sufficient to pay debt service on such bonds; and

WHEREAS, a portion of such previously issued and outstanding bonds is intended to be refunded pursuant to this Order, the bonds to be refunded being described on Schedule I attached hereto (the "Refunded Bonds"); and

WHEREAS, the Commissioners Court of Hunt County (the "Commissioners Court") hereby finds, determines and declares that the refunding of the Refunded Bonds will result in a gross savings of approximately \$427,419.44 and a net present value savings of approximately \$319,769.40 for the County; and

WHEREAS, the Commissioners Court hereby finds, determines and declares that the refunding of the Refunded Bonds is necessary and required in order to lower the overall annual debt service requirements and to restructure the payment requirements of the County; and

WHEREAS, the bonds hereinafter authorized to refund the Refunded Bonds (the "Refunding Bonds") are to be issued and delivered pursuant to the authority granted under the general laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended; and

WHEREAS, the Commissioners Court of Hunt County (the "Commissioners Court") has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of \$7,930,000 of bonds in a single series at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Order the following terms shall have the meanings specified below:

“Bond” means any of the Bonds.

“Bonds” means the County’s bonds entitled “Hunt County, Texas, General Obligation Refunding Bonds, Series 2005” authorized to be issued by Section 3.01.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Jacksonville, Florida, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the County and such successor.

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

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

“Escrow Agent” means The Bank of New York Trust Company, N.A., or its successors or assigns.

“Escrow Agreement” means the escrow agreement, dated as of September 15, 2005, by and between the County and the Escrow Agent.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of principal of and interest on the Refunded Bonds

“Event of Default” means any Event of Default as defined in Section 11.01.

“Initial Bond” means the Bond described in Section 3.04(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until the maturity of the Bonds, such dates being March 1 and September 1 of each year commencing March 1, 2006.

“Order” means this Order.

“Original Issue Date” means the initial date from which interest on the Bonds accrues and which is designated in Section 3.02(a).

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Trust Company, N.A., or any successor thereto as provided in this Order.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the County and the Paying Agent/Registrar relating to the Bonds.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Representation Letter” means the Blanket Letter of Representations previously executed by the County and on file with DTC.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal, redemption premium, if any, or interest on Bonds as the same become due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriter” means Morgan Keegan & Company, Inc., as underwriter of the Bonds pursuant to that certain Bond Purchase Agreement approved in Section 7.01 hereof.

Section 1.02. Other Definitions. The terms “Commissioners Court” and “County” shall have the meaning assigned in the preamble to this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of

reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Order unless designated otherwise.

(c) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy for Payment of the Bonds. (a) In order to provide for the payment of the debt service requirements on the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum of the original principal amount of the Bonds (whichever is greater), there is hereby levied for the current year and each succeeding year thereafter, while the Bonds or interest thereon remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) To the extent the County has available funds which may be lawfully used to pay debt service on the Bonds and such funds are on deposit in the Interest and Sinking Fund in advance of the time the County Commissioners are required to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

(e) If the liens and provisions of this Order shall be discharged in a manner permitted by Article XII, then the collection of such ad valorem tax may be suspended or

appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The County's bonds to be designated "Hunt County, Texas, General Obligation Refunding Bonds, Series 2005," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, Chapter 1207, Texas Government Code, as amended, in the aggregate principal amount of \$7,930,000 for the public purpose of providing funds (i) refund a portion of the County's outstanding debt (the "Refunded Bonds") in order to lower the overall debt service requirements of the County, and (ii) to pay costs of issuance associated with the sale of the Bonds.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest. (a) The Bonds shall be dated September 15, 2005, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the County and the Paying Agent/Registrar.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2006	\$110,000	3.000%	2013	\$ 860,000	3.750%
2007	35,000	3.250%	2014	895,000	4.000%
2008	35,000	3.250%	2015	930,000	4.000%
2009	40,000	3.250%	2016	970,000	4.000%
2010	40,000	3.500%	2017	1,005,000	4.000%
2011	40,000	3.500%	2018	1,050,000	4.000%
2012	825,000	3.500%	2019	1,095,000	4.000%

(c) Interest shall accrue and be paid on each Bond, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Original Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually commencing on March 1, 2006 and on each March 1 and September 1 thereafter until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest 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 (the "Special Payment Date," which shall be at least 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 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.

(c) Interest on the Bonds shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the person in whose name such Bond is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office 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 a Saturday, Sunday, legal holiday, or day on which such 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.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Initial Registration. (a) The Bonds shall be executed on behalf of the County by the County Judge and County Clerk of the County, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile

thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, 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 the County, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the Representative or its designee, executed and registered as provided above, 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 Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Representative registered definitive Bonds as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 principal amount and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration or any subsequent transfer of Bonds, but the Paying Agent/Registrar will require the Owner to pay the reasonable cost incurred by the Paying Agent/Registrar in connection with the exchange of a Bond or Bonds for a different denomination where no simultaneous transfer of the Bond or Bonds to a new Owner also occurs. In addition, the Paying Agent/Registrar may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within 30 days.

Section 3.07. Cancellation. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds. (a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in

lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the County to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom,

except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the

registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County or the Paying Agent/ Registrar 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, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption. (a) The County reserves the option to redeem Bonds maturing on and after March 1, 2016, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on March 1, 2015, or on any date thereafter, such redemption date or dates to be fixed by the County, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption.

(b) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Partial Redemption. (a) If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of a Bond as though it were a single bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption. (a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in the

payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The County hereby appoints The Bank of New York Trust Company, N.A., as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register 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.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in the Order.

(c) The execution and delivery of the Paying Agent/Registrar Agreement, substantially in the form presented at this meeting, specifying the duties and responsibilities of the County and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the County Judge of the County, and the County Judge and County Clerk of the County are hereby authorized to execute such agreement.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. The County Judge is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the County and the Paying Agent/Registrar. The signature of the County Judge shall be attested by the County Clerk of the County.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. Termination. The County, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of Bonds. The form of Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Bond of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond

REGISTERED

REGISTERED

No. R- _____

\$ _____

United States of America
State of Texas

HUNT COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2005

INTEREST RATE: MATURITY DATE: ORIGINAL ISSUE DATE: CUSIP NUMBER:

_____% _____, _____ September 15, 2005 _____

Hunt County (the "County"), State of Texas, for value received, hereby promises to pay to

_____ or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Original Issue Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2006.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Jacksonville, Florida, of The Bank of New York Company, N.A. (the "Designated Payment/Transfer Office"), as the initial Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. At the option of an Owner of at least \$1,000,000

principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest 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 (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 Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the County in which the Designated Payment/Transfer Office 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 a Saturday, Sunday, legal holiday, or day on which such 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 fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$7,930,000 (herein referred to as the "Bonds") pursuant to a certain order of the Commissioners Court of the County (the "Order") for the public purpose of providing funds (i) to refund the Refunded Bonds and (ii) to pay the costs of issuance related to the Bonds.

The Bonds and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the County as described and provided in the Order.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2016, in whole or in part, before their respective scheduled maturity dates, on March 1, 2015, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the County, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed or placed in facsimile on this Bond.

County Clerk, Hunt County

County Judge, Hunt County

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the County of Hunt, Texas; and that this Bond has this day been registered by me.

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

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

THE BANK OF NEW YORK TRUST
COMPANY, N.A.
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As shown below," and the reference to the "CUSIP NUMBER ____" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information to be inserted from schedule in Section 3.02(b) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Section 6.03. CUSIP Registration. The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion. The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on the back of each Bond over the certification of the County Clerk of the County, which may be executed in facsimile.

Section 6.05. Municipal Bond Insurance. If municipal bond guaranty insurance is obtained with respect to the Bonds, the Bonds, including the Initial Bond, may bear an appropriate legend, as provided by the insurer.

ARTICLE VII

SALE OF THE BONDS; CONTROL AND DELIVERY OF THE BONDS

Section 7.01. Sale of Bonds; Official Statement. (a) The Bonds are hereby officially sold and shall be delivered to the Underwriter, in accordance with the terms and provisions of that certain Bond Purchase Agreement relating to the Bonds between the County and the Underwriter and dated the date of the passage of this Order. The form and content of such Bond Purchase Agreement are hereby approved, and the County Judge is hereby authorized and directed to execute and deliver, and the County Clerk is hereby authorized and directed to attest, such Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of Morgan Keegan & Company, Inc., or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Official Statement"), and the final Official Statement presented to and considered at this meeting (the "Official Statement"), are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies of the Official Statement to the Underwriter. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge and the Underwriter may be used by the Underwriter in the public offering of the Bonds and the sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement for the Bonds and the preliminary public offering of the Bonds by the Underwriter is hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem necessary and appropriate in order to consummate the delivery of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the County is hereby authorized and directed to issue a check of the County payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Dallas, Texas, Bond Counsel for the County, which opinion shall be dated as of and delivered on the Closing Date. The terms and provisions of the engagement letter between the County and Vinson & Elkins L.L.P., bond counsel to the County, in the form presented at this meeting is hereby approved and the County Judge is hereby authorized and directed to execute such engagement letter.

Section 7.02. Control and Delivery of Bonds. (a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS; APPROVAL OF ESCROW AGREEMENT; PURCHASE OF SECURITIES; REDEMPTION OF REFUNDED BONDS

Section 8.01. Creation of Funds. (a) The County hereby establishes the following special funds or accounts:

Hunt County, Texas, General Obligation Refunding Bonds, Series 2005, Interest and Sinking Fund.

(b) Each of said funds or accounts shall be maintained at an official depository of the County.

Section 8.02. Interest and Sinking Fund. (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Bonds.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Bonds plus the aggregate amount of interest due and that will become due and payable on such Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds as such become due and payable.

Section 8.03. Security of Funds. All moneys on deposit in the funds and accounts referred to in this Order shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.04. Deposit of Proceeds. (a) All amounts received on the Closing Date as accrued interest on the Bonds from the Original Issue Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) \$7,909,569.39 of Bond proceeds shall be deposited to the Escrow Fund, which sum shall be applied as provided in the Escrow Agreement.

(c) The remaining balance received on the Closing Date shall be deposited to a special fund, such money to be dedicated and used for paying the costs of issuance.

Section 8.05. Investments. (a) Money in the Interest and Sinking Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is invested pursuant to Section 8.06(a) shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

(c) Money in the Escrow Fund shall be invested solely in accordance with the provisions of the Escrow Agreement.

Section 8.06. Investment Income. Interest and income derived from investment of any fund or account created by this Order shall be credited to such fund or account.

ARTICLE IX

APPROVAL OF ESCROW AGREEMENT; SUBSCRIPTION FOR SECURITIES; PAYMENT OF REFUNDED BONDS

Section 9.01. Approval of Escrow Agreement. The Escrow Agreement in substantially the form presented at the meeting at which this Order is adopted, and its execution and delivery

by the County Judge is hereby authorized and approved. The signature of the County Judge shall be attested by the County Clerk.

Section 9.02. Purchase of Securities for Escrow Fund. The County may use proceeds of the sale of the Bonds for the purchase of the Federal Securities referenced in the Escrow Agreement as may be necessary for the Escrow Fund and the application for the acquisition of the Federal Securities is hereby approved and ratified.

Section 9.03. Redemption of Refunded Bonds. (a) The Refunded Bonds described on Schedule I are hereby called for redemption prior to their maturity on the date set forth in Schedule I, each at the price of par plus accrued interest to the date of redemption. The redemption price of the Refunded Bonds shall be paid from the funds deposited into the Escrow Fund.

(b) Delivery of this Order to the paying agent for the Refunded Bonds shall constitute notice of redemption of the Refunded Bonds. The paying agent for the Refunded Bonds is hereby authorized and directed to give notice of such redemption to the owners thereof in the form and manner prescribed in the order that authorized the issuance of the Refunded Bonds.

ARTICLE X

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01. Payment of the Bonds. While any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Bonds, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 10.02. Other Representations and Covenants. (a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Bond on the dates and at the places and manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

Section 10.03. Federal Income Tax Exclusion. (a) General. The County intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax

purposes. In particular, the County covenants and agrees to comply with each requirement of this Section 10.03; provided, however, that the County shall not be required to comply with any particular requirement of this Section 10.03 if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 10.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 10.03.

(b) No Private Use or Payment and No Private Loan Financing. The County shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used, in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

(c) No Federal Guarantee. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The County covenants and agrees that it has not and will not to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

(e) No Arbitrage. The County shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the County will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the County does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within the

meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Continuing Obligation. Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Section 10.03 shall survive the defeasance and discharge of the Bonds.

(i) Qualified Tax-Exempt Obligations. The County hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the County represents (a) that the aggregate amount of tax-exempt obligations issued by the County during calendar year 2005, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations which will be issued by the County during calendar year 2005, including the Bonds, will not exceed \$10,000,000. For purposes of this Section 10.03, the term "tax-exempt obligations" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section 10.03, the County includes all governmental units which are aggregate with the County under section 265(b) of the Code.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to-wit:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the County.

Section 11.02. Remedies for Default. (a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. Remedies Not Exclusive. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01. Discharge by Payment. The Bonds may be defeased, refunded and discharged in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“NRMSIR” means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

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

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

“SID” means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

Section 13.02. Annual Reports. (a) The County shall provide annually to each NRMSIR and to any SID, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID. Thereafter, when and if audited financial statements become available, the County shall provide such audited financial statements as required to each NRMSIR and to any SID.

(b) If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

Section 13.03. Material Event Notices. (a) The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (i) principal and interest payment delinquencies
- (ii) nonpayment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;
- (vii) modifications to rights of Owners;
- (viii) bond calls;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds; and
- (xi) rating changes.

(b) The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.04. Limitations, Disclaimers and Amendments. (a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

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

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(f) Any obligation of the County to expend funds pursuant to the provisions of this Article shall be subject to the appropriation of said funds by the Commissioners Court from sources of funds legally available for such purpose.

ARTICLE XIV INSURANCE PROVISIONS

Section 14.01. Applicability.

The terms and provisions of this Article XIV shall apply so long as the Bonds are insured by Ambac Assurance Corporation.

Section 14.02. Definitions.

(a) “Ambac” shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

(b) “Policy” shall mean the financial guaranty insurance policy issued by Ambac insuring the payment when due of the principal of and interest on the Bonds as provided therein.

Section 14.03. Consents.

(a) Any provision hereof expressly recognizing or granting rights in or to Ambac may not be amended in any manner which affects the rights of Ambac hereunder without the prior written consent of Ambac. Ambac reserves the right to charge the County a fee for any consent or amendment while the Financial Guaranty Insurance Policy is outstanding.

(b) Unless otherwise provided in this Article, Ambac’s consent shall be required in addition to Owner consent, when required, for the following purposes: (i) execution and delivery of any supplement hereto or any amendment, supplement or change to or modification of hereof; (ii) removal of the Paying Agent/Registrar and selection and appointment of any successor thereto; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Owner consent.

(c) Any reorganization or liquidation plan with respect to the County must be acceptable to Ambac. In the event of any reorganization or liquidation, Ambac shall have the right to vote on behalf of all Owners who hold Ambac-insured bonds absent a default by Ambac under the applicable Policy insuring such Bonds.

(d) Anything herein to the contrary notwithstanding, upon the occurrence and continuance of an event of default herein, Ambac shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners for the benefit of the Owners.

Section 14.04. Information to Be Furnished.

(a) While the Policy is in effect, the County shall furnish to Ambac (at no cost to Ambac) (to the attention of the Surveillance Department, unless otherwise indicated):

(i) as soon as practicable after the filing thereof, a copy of any financial statement of the County and a copy of any audit and annual report of the County;

(ii) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate pursuant to this Ordinance relating to the security for the Bonds;

(iii) such additional information it may reasonably request; and

(iv) to the extent the Issuer has entered into a continuing disclosure agreement with respect to the Bonds, copies of notices or information delivered in compliance with such agreement.

(b) The County will permit Ambac to discuss the affairs, finances and accounts of the County or any information Ambac may reasonably request regarding the security for the Bonds with appropriate officers of the County. The County will permit Ambac to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(c) Ambac shall have the right to direct an accounting at the County's expense, and the County's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from Ambac shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Bonds.

(d) Notwithstanding any other provision of hereof, the County shall immediately notify Ambac if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

Section 14.05. Permitted Investments.

(a) Ambac will allow the following obligations to be used as Permitted Investments for all purposes, including defeasance investments in escrow accounts (Ambac does not give a premium credit for the investment of accrued and/or capitalized interest):

(i) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (ii) below); or

(ii) Direct obligations of the United States of America; or

(iii) Senior debt obligations of other Government Sponsored Agencies approved by Ambac.

Section 14.06. Defeasance.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by Ambac pursuant to the Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County, and all covenants, agreements and other obligations of the County to the registered owners shall continue to exist and shall run to the benefit of Ambac, and Ambac shall be subrogated to the rights of such registered owners.

Section 14.07. Payment Procedures.

As long as the Policy shall be in full force and effect the County and any Paying Agent/Registrar agree to comply with the following provisions:

(a) At least one (1) business day prior to all interest payment dates the Paying Agent will determine whether there will be sufficient funds in the Funds and Accounts to pay the principal of or interest on the Bonds on such interest payment date. If the Paying Agent determines that there will not be sufficient funds in such Funds or Accounts, the Paying Agent shall so notify Ambac. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest or both. If the Paying Agent has not so notified Ambac at least one (1) business day prior to an interest payment date, Ambac will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which Ambac shall have received notice of nonpayment from the Paying Agent.

(b) The Paying Agent/Registrar shall, after the County has given notice to Ambac as provided in (a) above, make available to Ambac and, at Ambac's direction, to The Bank of New York, in New York, New York, as insurance trustee for Ambac or any successor (the "Insurance Trustee"), the registration books of the County maintained by the Paying Agent/Registrar, if any, and all records relating to the Funds and Accounts maintained hereunder.

(c) The Paying Agent shall provide Ambac and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from Ambac under the terms of the Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from Ambac and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from Ambac.

(d) The Paying Agent/Registrar, shall, at the time it provides information to Ambac pursuant to (b) above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from Ambac (i) as to the fact of such entitlement, (ii) that Ambac will remit to them all or a part of the interest payments next coming due upon proof of Owner entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) should they be entitled to receive full payment of principal from Ambac, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of Ambac) for payment to the Insurance Trustee, and not the Paying Agent/Registrar, and (iv) that should they be entitled to receive partial payment of principal from Ambac, they must surrender their Bonds for payment thereon first to the Paying Agent/Registrar who shall note on such Bonds the portion of the principal paid by the Paying Agent/Registrar, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Paying Agent/Registrar has notice that any payment of principal of or interest on a Bond which has become Due for Payment and which is made to a Owner by or on behalf of the County has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction the Paying Agent/Registrar shall at any time Ambac is notified pursuant to (a) above,

notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from Ambac to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent/Registrar shall furnish to Ambac its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent/Registrar and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted Ambac hereunder Ambac shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent/Registrar shall note Ambac's rights as subrogee on the on books of the County maintained by the Paying Agent/Registrar upon receipt from Ambac of proof of the payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent/Registrar shall note Ambac's rights as subrogee on the registration books of the County maintained by the Paying Agent/Registrar upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 14.08. The Paying Agent/Registrar.

(a) The Paying Agent/Registrar may be removed at any time, at the request of Ambac, for any breach of the trust set forth herein.

(b) Ambac shall receive prior written notice of any Paying Agent/Registrar resignation.

(c) Every successor Paying Agent/Registrar appointed pursuant to this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to Ambac. Any successor Paying Agent/Registrar shall not be appointed unless AMBAC approves such successor in writing.

(d) Notwithstanding any other provision hereof, in determining whether the rights of the Owners will be adversely affected by any action taken pursuant to the terms and provisions hereof, the County and the Paying Agent/Registrar shall consider the effect on Owners as if there were no Policy in effect.

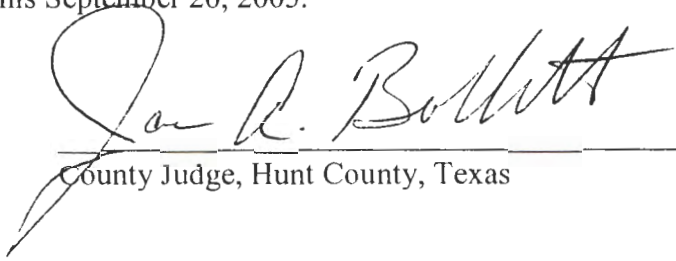
(e) Notwithstanding any other provision hereof, no removal, resignation or termination of the Paying Agent/Registrar shall take effect until a successor, acceptable to Ambac, shall be appointed and assume the duties thereof.

Section 14.09. Third Party Beneficiary.

(a) To the extent that this Ordinance confers upon or gives or grants to Ambac any right, remedy or claim by reason of this Ordinance, Ambac is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

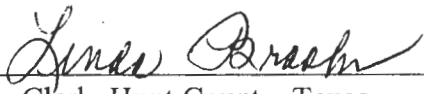
(b) Nothing herein expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the County, Ambac the Paying Agent/Registrar, or the Owners, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements herein by and on behalf of the County shall be for the sole and exclusive benefit of the County, Ambac, the Paying Agent/Registrar and the Owners.

APPROVED AND ADOPTED this September 26, 2005.



County Judge, Hunt County, Texas

ATTEST:



County Clerk, Hunt County, Texas

[SEAL]



EXHIBIT A
DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1-7 and 9-13, inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

SCHEDULE I

HUNT COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005

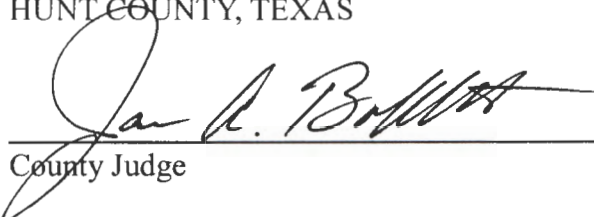
SCHEDULE OF BONDS TO BE REFUNDED

<u>Bonds to be Refunded</u>	<u>Original Principal Amount</u>	<u>Maturities to be Refunded</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date/Price</u>
Permanent Improvement Bonds, Series 1999	\$13,500,000	03/01/2012 03/01/2013 03/01/2014 03/01/2015 03/01/2016 03/01/2017 03/01/2018 03/01/2019	\$ 790,000 830,000 870,000 915,000 965,000 1,010,000 1,065,000 <u>1,120,000</u> \$7,565,000	March 1, 2009 @ par

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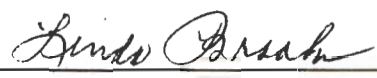
IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

HUNT COUNTY, TEXAS



County Judge

ATTEST:



County Clerk

Signature Page for Escrow Agreement

FILED FOR RECORD # 2552
 at 4 o'clock
 SEP 26 2005
 By County Clerk, LINDA BROOKS
 Hunt County, Texas

CERTIFICATE FOR ORDER

I, the undersigned County Clerk of Hunt County, Texas, hereby certify as follows:

1. The Commissioners Court of Hunt County, Texas (the "Commissioners Court") convened in regular meeting, on September 26, 2005, at the regular meeting place hereof; and the roll was called of the duly constituted and acting members of the Commissioners Court, to wit:

Joe A. Bobbitt, County Judge
 Kenneth Thornton, Commissioner, Precinct No. 1
 Ralph Green, Commissioner, Precinct No. 2
 Phillip Martin, Commissioner, Precinct No. 3
 Jim Latham, Commissioner, Precinct No. 4

and all of the members of the Commissioners Court were present, thus constituting a quorum. Whereupon, among other business, a written Order bearing the following caption was introduced for consideration by the Commissioners Court: AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF HUNT COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,930,000; APPROVING THE OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND ESCROW AGREEMENT FOR THE BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT was duly introduced for consideration of said Commissioners Court. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES:

5

NOES:

0

ABSTENTIONS:

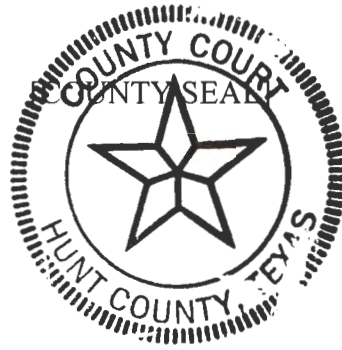
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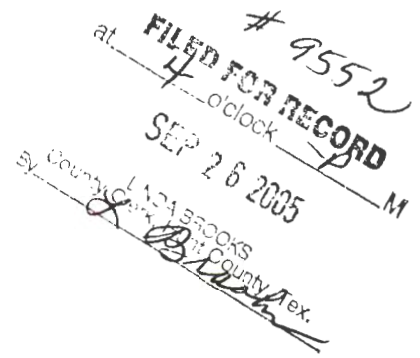
2. A true, full and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in the official minutes of said Commissioners Court; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Order, were the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Order would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting 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, TEX. GOV'T CODE ANN., as amended.

SIGNED AND SEALED this September 26 2005

Linda Brack

County Clerk, Hunt County, Texas





September 26, 2005

The Attorney General of Texas
William P. Clements Building
300 West 15th Street, 9th Floor
Austin, Texas 78701
Attention: Public Finance Section

Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, Room 448
Austin, Texas 78701
Attention: Melissa Mora
Bond Registration

Re: Hunt County, Texas General Obligation Refunding Bonds, Series 2005

To the Attorney General:

The executed Initial Bond of the captioned series has been or soon will be delivered to you for examination and approval. In this connection, enclosed herewith is a General and No-Litigation Certificate executed and completed except as to date. When the Initial Bond has received your approval and is ready for delivery to the Comptroller of Public Accounts for registration, this letter will serve as your authority to insert the date of your approval in the General and No-Litigation Certificate and deliver the Initial Bond to the Comptroller.

Should litigation in any way affecting such bonds develop the undersigned will notify you at once by telephone and telecommunication. You may be assured, therefore, that there is no such litigation at the time the Initial Bond is finally approved by you, unless you have been advised otherwise.

To the Comptroller:

The approved Initial Bond of the captioned series will be delivered to you by the Attorney General of Texas. You are hereby requested to register the Initial Bond as required by law and by the proceedings authorizing such Initial Bond.

Following registration, you are hereby authorized and directed to notify and deliver the Initial Bond to Vinson & Elkins L.L.P., Dallas, Texas.

Please deliver to Vinson & Elkins L.L.P., Dallas, Texas, five copies of each of the following:

1. Attorney General's approving opinion; and
2. Comptroller's signature certificate.

Very truly yours,

By: 
County Judge

Please deliver to Vinson & Elkins L.L.P., Dallas, Texas, five copies of each of the following:

1. Attorney General's approving opinion; and
2. Comptroller's signature certificate.

Very truly yours,

By: 
County Judge

FILED FOR RECORD
at 4 o'clock P M

SEP 26 2005

By LINDA BROOKS
County Clerk, Hunt County, Tex.

9552

GENERAL AND NO-LITIGATION CERTIFICATE

We, the undersigned, County Judge, County Clerk and County Auditor, respectively, of Hunt County, Texas (the "County"), hereby certify the following information:

I. General

1.1 This certificate relates to the HUNT COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005 (the "Bonds"), dated March 15, 2004.

1.2 The County is a duly created and existing county of the State of Texas operating under the Constitution and laws of the State of Texas.

1.3 As of the date hereof, the duly constituted and acting members of the Commissioners Court and certain other officers of the County are as follows:

Joe A. Bobbitt, County Judge
Kenneth Thornton, Commissioner, Precinct No. 1
Ralph Green, Commissioner, Precinct No. 2
Phillip Martin, Commissioner, Precinct No. 3
Jim Latham, Commissioner, Precinct No. 4
James P. Hamilton, County Auditor
Linda Brooks, County Clerk
Barbara Wiggins, Tax Assessor-Collector

1.4 After giving effect to the issuance of the Bonds and the defeasance of the Refunded Bonds, the total principal amount of presently outstanding indebtedness of the County payable from an ad valorem tax levied pursuant to Article VIII, Section 9, of the Texas Constitution, is \$11,920,000.

1.5 According to the tax rolls of the County for the tax year 2005, which are the latest approved tax rolls of the County, the total assessed value of real property and personal property subject to taxation by the County is \$2,983,258,758.

1.6 Attached hereto as Exhibit A is a debt service schedule for the Bonds and all other outstanding indebtedness of the County payable from an ad valorem tax levied pursuant to Article VIII, Section 9, of the Texas Constitution.

1.7 None of the Refunded Bonds were ever purchased by or held in the sinking fund created for their payment and redemption; none of said Refunded Bonds are now held in or owned by the sinking fund created for the purpose of paying off or redeeming any of said Refunded Bonds; none of the Refunded Bonds will be taken up and paid for with money in said sinking fund; and, after giving effect to the transfer of amounts to be applied to the payment of the Refunded Bonds in connection with the defeasance thereof, there is no money in said sinking fund with which to pay the principal of any of said Refunded Bonds.

1.8 The County is not in default in the payment of principal or interest on any of its outstanding obligations.

1.9 The County has appropriated an amount of presently and lawfully available funds for the County which will be sufficient to pay debt service on the bonds on March 1, 2006, and September 1, 2006 and such appropriated amount will be deposited to the Interest and Sinking Fund created for the Bonds.

1.10 Neither the corporate existence or boundaries of the County or the title of its present officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked, or rescinded.

II. Official Statement

2.1 The descriptions and statements of or pertaining to the County contained in the Official Statement for the Bonds, and any addenda, supplement or amendment thereto on the date of Official Statement, on the date of sale of the Bonds and the acceptance of the best bid therefor, and on the date hereof, were and are true and correct in all material respects.

2.2 Insofar as the County and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.3 Insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the County, and their activities contained in such Official Statement are concerned, said statements and data have been obtained from sources which the County believes to be reliable, and the County has no reason to believe they are untrue in any material respect.

2.4 There has been no material adverse change in the financial condition of the County since the date of the last audited financial statements of the County.

III. Signature Identification and No-Litigation

3.1 The undersigned County Judge and County Clerk officially executed and signed the Bonds, including the initial bond delivered to the purchaser of the Bonds (the "Initial Bond"), by manual signature or by causing facsimiles of our manual signatures to be imprinted or lithographed on each of the Bonds, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Bonds; 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; and we have caused the official seal of the County to be impressed, printed, or lithographed on each of 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.

3.2 The Bonds, including the Initial Bond, are substantially in the form, and have been duly executed and signed in the manner prescribed in the Order.

3.3 No litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of the ad valorem taxes to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the order authorizing the issuance of the Bonds (the "Order"), the powers of the County or contesting the authorization of the Bonds or the Order, or contesting in any way the accuracy, completeness or fairness of the Official Statement relating to the Bonds.

EXECUTED AND DELIVERED ON _____.

Manual Signatures

Official Titles

County Judge, Hunt County, Texas

County Clerk, Hunt County, Texas

County Auditor, Hunt County, Texas

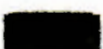
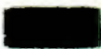
STATE OF TEXAS §
 §
COUNTY OF HUNT §

Before me, the undersigned authority, on this day personally appeared Joe A. Bobbitt, Linda Brooks and James P. Hamilton, the County Judge, County Clerk and County Auditor, respectively, of Hunt County, Texas, each known to me to be the person who signed the above and each acknowledged to me that such person executed the above and foregoing Certificate in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

By: _____
Notary Public, State of Texas

[NOTARY SEAL]



EXECUTED AND DELIVERED O

DO NOT DATE

Manual Signatures

Official Titles

Joe A. Bobbitt

County Judge, Hunt County, Texas

Linda Brooks

County Clerk, Hunt County, Texas

James P. Hamilton

County Auditor, Hunt County, Texas

STATE OF TEXAS

§

COUNTY OF HUNT

§

§

Before me, the undersigned authority, on this day personally appeared Joe A. Bobbitt, Linda Brooks and James P. Hamilton, the County Judge, County Clerk and County Auditor, respectively, of Hunt County, Texas, each known to me to be the person who signed the above and each acknowledged to me that such person executed the above and foregoing Certificate in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

By: Shawna Padilla
Notary Public, State of Texas



FILED FOR RECORD
at 4 o'clock P M

SEP 26 2005

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

9552

PAYING AGENT/REGISTRAR AGREEMENT

between

HUNT COUNTY, TEXAS

and

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

Pertaining to

Hunt County, Texas
General Obligation Refunding Bonds
Series 2005

Dated as of September 15, 2005

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PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this "Agreement") is by and between the Hunt County, Texas (the "Issuer"), and The Bank of New York Trust Company, N.A. (the "Bank"), a New York State banking corporation authorized to do business in the State of Texas.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Limited Tax Permanent Improvement and Refunding Bonds, Series 2005 (the "Bonds"), in an aggregate principal amount of \$7,930,000 to be issued as registered securities without coupons;

WHEREAS, all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and that the Bank act as Registrar for the Bonds;

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds in paying to the Owners of the Bonds the principal, redemption premium, if any, and interest on all or any of the Bonds.

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

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

Section 1.02 Compensation. (a) As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto for the first year of this Agreement, or such part thereof, this Agreement shall be in effect, and thereafter while this Agreement is in effect, the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for counties, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance

with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

“Bond” or “Bonds” means any or all of the Issuer’s General Obligation Refunding Bonds, Series 2005, dated September 15, 2005, and issued in the aggregate principal amount of \$7,930,000.

“Designated Payment/Transfer Office” means the corporate trust office of the Bank located in Jacksonville, Florida, or in such other location as designated by the Paying Agent/Registrar. The Bank will notify the Issuer in writing of any change in the location of the Designated Payment/Transfer Office.

“Fiscal Year” means the fiscal year of the Issuer.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the President, the Secretary, or any other authorized representative of the Issuer and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized by applicable law to be closed.

“Order” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Bonds are issued, certified by the Secretary or any other officer of the Issuer, and delivered to the Bank.

“Owner” means the Person in whose name a Bond is registered in the Register.

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

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

“Record Date” means the fifteenth business day of the month next preceding an interest payment date established by the Order.

“Register” means a register in which the Issuer shall provide for the registration and transfer of Bonds.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Stated Maturity” means the date specified in the Order as the fixed date on which the principal of the Bonds is due and payable or the date fixed in accordance with the terms of the Order for redemption of the Bonds, or any portion thereof, prior to the fixed maturity date.

Section 2.02 Other Definitions. The terms “Bank” and “Issuer” have the meanings assigned to them in the opening paragraph of this Agreement.

ARTICLE III

PAYING AGENT

Section 3.01 Duties of Paying Agent. (a) The Bank, as Paying Agent and on behalf of the Issuer, provided adequate funds shall have been provided to it for such purpose on behalf of the Issuer, shall pay to the Owner at the Stated Maturity and upon the surrender of the Bond or Bonds so maturing at the Designated Payment/Transfer Office, the amount of the Bond or Bonds then maturing, and redemption premium, if any, at the Designated Payment/Transfer Office provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Bonds to each Owner of the Bonds (or their Predecessor Bonds) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payments; such payments shall be made by computing the amount of interest to be paid each Owner, preparing the checks, and mailing the checks on each payment date addressed to the addresses thereof as appearing on the Register on the Record Date.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Bonds at the dates specified in the Order.

ARTICLE IV

REGISTRAR

Section 4.01 Transfer and Exchange. (a) The Bank, as Registrar and on behalf of the Issuer, shall keep the Register at the Bank Office, and the Designated Payment/Transfer Office,

and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished the Bank herewith or subsequent hereto by Issuer Order, the Issuer shall provide for the registration and transfer of the Bonds. The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Bonds as herein provided. The Bank agrees to maintain the Register while it is Registrar.

(b) The Bank as Registrar hereby agrees that at any time while any Bond is outstanding, the Owner may deliver such Bond to the Designated Payment/Transfer Office for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Bond is to be transferred and the addresses of such persons; the Bank shall thereupon, within not more than three (3) business days, register and deliver such Bond or Bonds as provided in such instructions. The provisions of the Order shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Order.

(c) Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a manner acceptable to the Paying Agent/Registrar and in form satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Bank may request any supporting documentation it feels necessary to effect a re-registration.

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

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

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

Section 4.04 List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) Unless otherwise required by law, the Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer.

(c) At all times, while the Bank is the Registrar, the Bank shall maintain and have available a copy of the Register at its office in Dallas, Texas.

Section 4.05 Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be promptly canceled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be disposed of pursuant to the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Bonds. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered Bonds in exchange for or in lieu of mutilated, destroyed, lost, or stolen Bonds as long as the same does not result in an overissuance.

(b) If (i) any mutilated Bond is surrendered to the Bank at the Designated Payment/Transfer Office, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then in the absence of notice to the Issuer or the Bank that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Order equally and ratably with all other outstanding Bonds.

(d) Upon the satisfaction of the Bank and the Issuer that a Bond has been mutilated, destroyed, lost, or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Bond number on the Bond registered with a notation in the Register that said Bond has been mutilated, destroyed, lost, or stolen; and a new Bond shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register, not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Bond in lieu of or exchange for a mutilated, destroyed, lost, or stolen Bond.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Bonds and any future substitute blanket bond for lost, stolen, or destroyed Bonds that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the

Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Bonds by the Bank is available for inspection by the Issuer on request.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Bonds it has paid pursuant to 3.01; Bonds it has delivered upon the transfer or exchange of any Bonds pursuant to Section 4.01; and Bonds it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Bonds pursuant to Section 4.06 of this Agreement.

ARTICLE V

THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and in accordance with the Order and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Bonds to pay the Bonds as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02 Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

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

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

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

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

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

Section 5.03 Recitals of Issuer. (a) The recitals contained herein and in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner, or any other Person for any amount due on any Bond except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 5.04 May Hold Bonds. The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

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

(c) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal or redemption premium, if any, of or interest on any Bond and remaining unclaimed for three years after final maturity of the Bond will be paid by the Bank to the Issuer, and the Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(d) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(e) When the Bank is not the Owner of all of the Bonds outstanding, the Bank shall deposit any moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Bonds have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Bonds shall, at its own expense and risk, request such other medium of payment.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees, and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part

arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article V of the Order, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in the appropriate state or federal court located in the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any person claiming any interest herein.

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

- (a) if to the Issuer: Hunt County, Texas
 2500 Lee Street
 Greenville, Texas 75403
 Attention: County Auditor

- (b) if to the Bank: The Bank of New York Trust Company, N.A.
 10161 Centurion Parkway, 3rd Floor
 Jacksonville, Florida 32256
 Attention: Corporate Trust Department

Section 6.04 Designated Payment/Transfer Office. The Designated Payment/Transfer Office shall be the office of the Bank as set forth below:

The Bank of New York Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust Department

Section 6.05 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.06 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.07 Separability. If any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

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

Section 6.11 Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal, redemption premium, if any, and interest of the Bonds.

(b) This Agreement may be earlier terminated upon sixty (60) days written notice by either party, provided that no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement.

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

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

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

HUNT COUNTY, TEXAS

By: _____
County Judge

ATTEST:

County Clerk

Signature Page for Paying Agent/Registrar Agreement

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

By: _____
Title: _____

ANNEX “A”

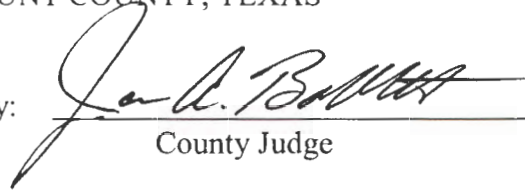
SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

A-1

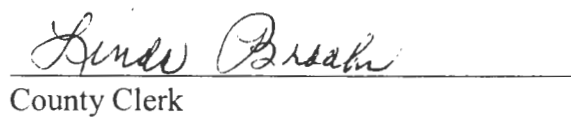
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HUNT COUNTY, TEXAS

By:


County Judge

ATTEST:


County Clerk

Signature Page for Paying Agent/Registrar Agreement

FIRE PROTECTION AGREEMENT

97358
FILED FOR RECORD
at 3 o'clock P M
SEP 26 2005
LINDA BROOKS
County Clerk, Hunt County, Tex.
By: [Signature]

THE STATE OF TEXAS

COUNTY OF HUNT

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

QUINLAN VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FIRE PROTECTION AGREEMENT

9558
FILED FOR RECORD
 at 3 o'clock P M

THE STATE OF TEXAS

SEP 26 2005

COUNTY OF HUNT

LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By [Signature]

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

LONE OAK VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

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B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FIRE PROTECTION AGREEMENT

9558
FILED FOR RECORD
 at 5 o'clock P.M.
 SEP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex
 By *[Signature]*

THE STATE OF TEXAS**COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

MERIT VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

9558
FILED FOR RECORD
 at 3 o'clock P M
SEP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By [Signature]

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

TAWAKONI SOUTH VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

9558
FILED FOR RECORD
at 3 o'clock P.M.
SEP 26 2005
LINDA BROOKS
County Clerk, Hunt County, Tex.
By: *[Signature]*

UNION VALLEY VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

9558
FILED FOR RECORD
 at 3 o'clock P M
 SEP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By [Signature]

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CAMPBELL VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

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ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

#1 9558
 FILED FOR RECORD
 at 3 o'clock P.M.
 SLIP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By *[Signature]*

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CASH VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

#19558
FILED FOR RECORD
 At 3 o'clock P M
 SEP 26 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
[Signature]

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

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WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

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FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

9558
 FILED FOR RECORD
 at 3 o'clock P M
 SEP 26 2005
 County Clerk, Hunt County, Tex.
 By: [Signature]

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

WOLFE CITY VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

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CITY OF COMMERCE FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

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FIRE PROTECTION AGREEMENT

FILED FOR RECORD
 10 o'clock *H* M
 SEP 26 2005
 LINDA BROOKS
 COUNTY CLERK, HUNT CO., TEX.

THE STATE OF TEXAS**COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CELESTE VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

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FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

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FILED FOR RECORD
10 o'clock
AUG 11 2005
LADY BROTHERS
Hunt County, Tex.
[Signature]

CADDO MILLS VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

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ARTICLE VIII. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

This page left blank intentionally.

ARTICLE VIII. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

- A. Services to be rendered and performed there-under by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.
- C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.
- D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.
- E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2005, and end on the 30th day of September 2006.

ARTICLE V.
COMPENSATION

ARTICLE VIII. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,100.00 per month for such fire fighting services.

ARTICLE VI.
BOOKS, RECORDS, AND EQUIPMENT

ARTICLE VIII. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

ARTICLE VIII. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.
NOTICE

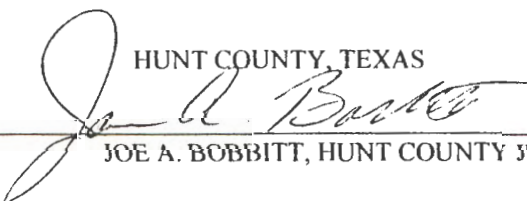
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

QUINLAN VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

BY:  HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE


ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

QUINLAN VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY 

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

LONE OAK VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

LONE OAK VOLUNTEER FIRE DEPARTMENT

BY: Patrick J. [Signature]

ATTEST:

BY: Danny Deppa

ARTICLE VIII.
NOTICE

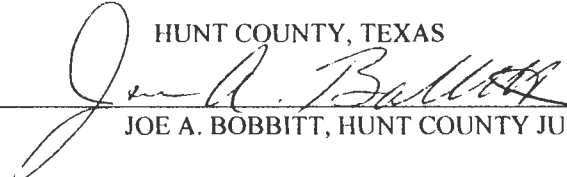
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

MERIT VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097


EXECUTED this the 26 day of September, 2005.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

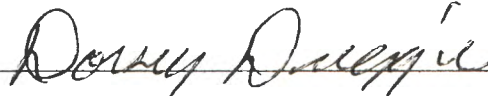
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

MERIT VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY: 

ARTICLE VIII.
NOTICE

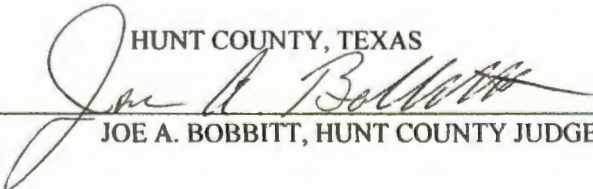
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

TAWAKONI SOUTH VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

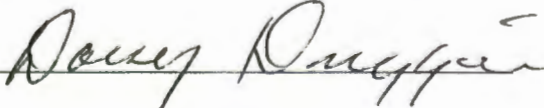
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

TAWAKONI SOUTH VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY: 

ARTICLE VIII.
NOTICE

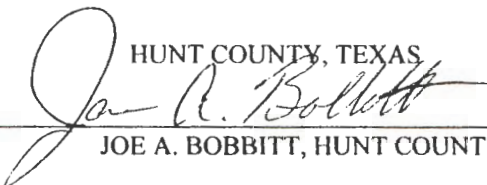
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

UNION VALLEY VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

BY: 
HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE

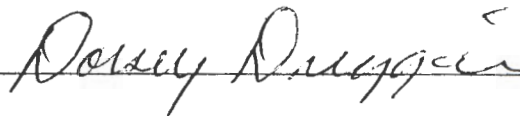
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

UNION VALLEY VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY 

ARTICLE VIII.
NOTICE

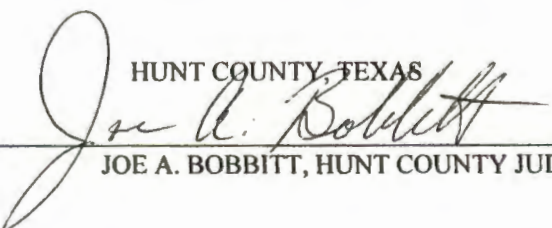
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CAMPBELL VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

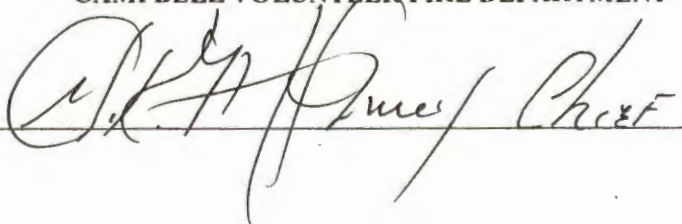
EXECUTED this the 26 day of September, 2005.

BY: 
HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE


ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CAMPBELL VOLUNTEER FIRE DEPARTMENT

BY: 
A. H. Hines, Chief

ATTEST:

BY: 
Dorsey Duggan

ARTICLE VIII.
NOTICE

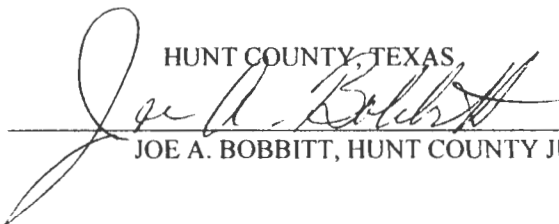
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CASH VOLUNTEER FIRE DEPARTMENT


and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097


EXECUTED this the 26 day of September, 2005.

BY: 
HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE

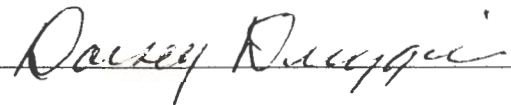
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CASH VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY: 

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT

BY: [Signature]

ATTEST:

BY: Darvey Dripps

ARTICLE VIII.
NOTICE

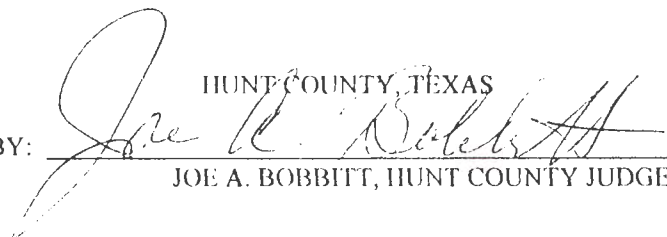
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

WOLFE CITY VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

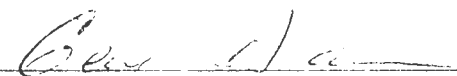
EXECUTED this the 26 day of September, 2005.

BY: 
HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

WOLFE CITY VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY: _____

ARTICLE VIII.
NOTICE

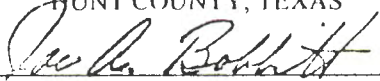
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CITY OF COMMERCE FIRE DEPARTMENT

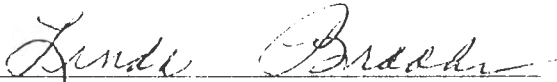
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

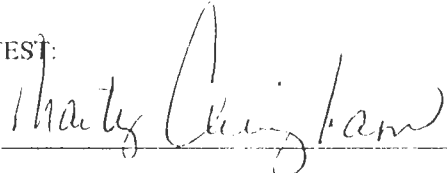
HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CITY OF COMMERCE FIRE DEPARTMENT

BY: _____

ATTEST:
BY 

ARTICLE VIII.
NOTICE

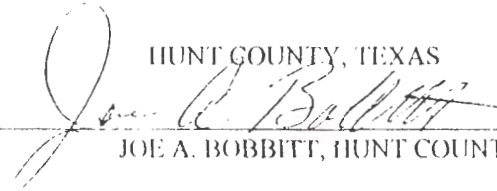
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CELESTE VOLUNTEER FIRE DEPARTMENT


and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097


EXECUTED this the 26 day of September, 2005.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

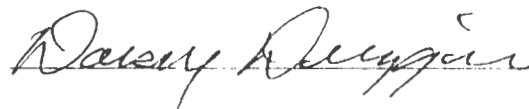
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CELESTE VOLUNTEER FIRE DEPARTMENT

BY:  chief

ATTEST:

BY: 

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CADDO MILLS VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 26 day of September, 2005.

BY: Joe A. Bobbitt
HUNT COUNTY, TEXAS
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

CADDO MILLS VOLUNTEER FIRE DEPARTMENT

BY: Bryan Williams CHIEF

ATTEST:

BY: Cathy Duggins

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

This page left blank intentionally.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2" supply line _____
two 2 1/2" male adapters _____	600' 2 1/2" supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

Time Sheets:

Any time sheets filed in payroll, cannot be changed or modified in any way after fourteen (14) days of filing. Supervisors and employee's are responsible to verify that all information on time sheets is current and correct.

Exempt Employees:

An exempt employee as defined by the county personnel manual is not required to turn in time sheets to the payroll clerk. But those employees are required to fill out and turn in time sheets to payroll only when vacation or sick time is used. Exempt Employees are due to earn and use only as much sick or vacation time as non-exempt employees with the same number of years of employment with the county.

CORRECTED VERSION

9559

Electronic Payroll System

Records in the electronic payroll system **cannot** be changed or modified in any way after fourteen (14) days of entry into the system. Elected Officials, Dept. Heads or designated person are responsible to verify that all information on electronic payroll system is current and correct.

Exempt Employees:

Exempt employees are required daily to be entered and recorded into the electronic payroll system. Employees are required to have the Elected Official, Dept Head or designated person to record time for vacation and sick. Exempt employees are due to earn and use only as much sick or vacation time as non-exempt employees with the same number of years of employment with the county.

FILED FOR RECORD
at 2:02 o'clock P M

SEP 26 2005

By LINDA BROOKS
County Clerk, Tarrant County, Tex.

Accept

OFFICE OF THE COUNTY ATTORNEY

HUNT COUNTY, TEXAS

P.O. Box 1097
Greenville, Texas 75403-1097
Phone (903) 408-4112
Fax (903) 408-4297

Joel D. Littlefield
County Attorney
Joel T. Hardman
Jeffrey E. Dailey
Jessica Edwards
Assistant County Attorneys
Bruce A. Hudson
Criminal Investigator

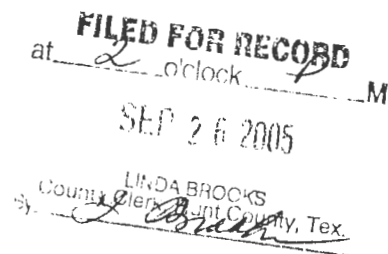


Keli A. Hunt
Office Manager
Janice Evans
Amenda Arnold
Brandi Painter
Herman Orange
Legal Assistants

9562

September 9, 2005

Honorable Linda Brooks
Hunt County Clerk
P.O. Box 1316
Greenville, Texas 75403-1316



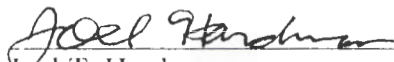
Re: Remote Birth Access Sample Contract

Dear Linda:

Our office has reviewed the document titled "Remote Birth Access" and also containing the heading "Example of State Contract." We do not have any objection to the terms of this sample contract or to your office entering an agreement with the terms of the above referenced sample contract.

If you should have any questions please do not hesitate to call.

Sincerely,


Joel T. Hardman
Assistant Hunt County Attorney

JTH

REMOTE BIRTH ACCESS**State Contract**

STATE OF TEXAS

COUNTY OF TRAVIS

TDH DOCUMENT NUMBER: _____

9562
 at _____ o'clock _____ M
FILED FOR RECORD
 SEP 26 2005
 By County Clerk LINDA BROOKS
 Tarrant County, Tex.

This CONTRACT and AGREEMENT by and between the Texas Department of Health, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and the Vital Statistics Program

hereinafter referred to as RECEIVING AGENCY, is as follows:

I. SCOPE OF WORK:

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

RECEIVING AGENCY will search PERFORMING AGENCY data bases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY. PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information.

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

LEGAL AUTHORITY TO CONTRACT:
 Chapter 12 of the Health and Safety Code.

II. TERM

REMOTE BIRTH ACCESS

The term of this contract will begin upon its execution by both parties and will continue in force and effect until either party gives sixty (60) days written notice of termination to the other party.

III. COMPENSATION

RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

A monthly itemized billing showing the number of transactions by date will be submitted to RECEIVING AGENCY by PERFORMING AGENCY and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

IV. CONFIDENTIALITY

RECEIVING AGENCY will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than RECEIVING AGENCY employee(s) or those who have an official need for the information and are authorized to receive such records. RECEIVING AGENCY further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

V. SECURITY

Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify TDI immediately should it detect a security violation by one of its employees or any other person.

VI. TERMINATION

This contract may be terminated either by mutual agreement of the parties or by either party upon the giving of sixty (60) days written notice to the other party. RECEIVING AGENCY agrees to pay PERFORMING AGENCY for all services completed prior to the effective date of such termination. Performing Agency may immediately suspend this agreement upon reasonable suspicion that terms of this agreement have been violated by the Receiving Agency or one of its employees. If, after investigation it is concluded that a violation of this agreement has occurred, Performing Agency may terminate this agreement without further notice.

VII. APPLICABLE LAWS AND STANDARDS

RECEIVING AGENCY further certifies by execution of this contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. RECEIVING AGENCY specifically asserts that it does not owe a single substantial debt or a number of outstanding debts to a federal or state agency. A false statement regarding RECEIVING AGENCY'S status will be treated as a material breach of this contract and may be grounds for termination at the option of PERFORMING AGENCY.

VIII. SEVERABILITY

If any provision of this contract will be construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

IX. FUNDING

This contract is contingent upon the availability of funding. RECEIVING AGENCY will have no right of action against the State of Texas or the PERFORMING AGENCY in the event that PERFORMING

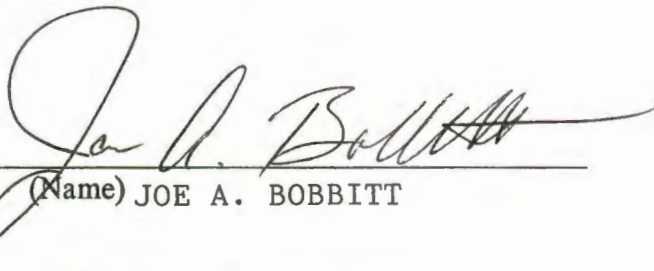
EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED.

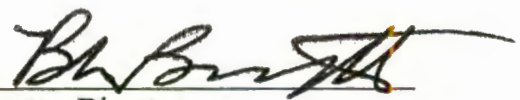
RECEIVING AGENCY

PERFORMING AGENCY

HUNT COUNTY

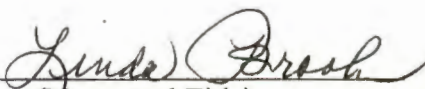
DEPARTMENT OF STATE HEALTH
SERVICES

By: 
(Name) JOE A. BOBBITT
HUNT COUNTY JUDGE
(Title)

By: 
Bob Burnette, Director
Client Services Contracting Unit

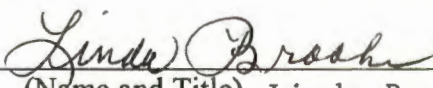
Date: September 26, 2005

Date: 11-10-05

Recommended by: 
(Name and Title) Linda Brooks
Hunt County Clerk

VID #: 35375375371000

APPROVED AS TO FORM:

By: 
(Name and Title) Linda Brooks
Hunt County Clerk

DSHS DOCUMENT NUMBER: 5375375371*2006R-01

REQUEST FOR VENDOR INFORMATION
for REMOTE Contracts from Vital Statistics

THIS INFORMATION MUST BE FORWARDED to GMD TOGETHER WITH THE YELLOW TRACK SHEET AND THE CONTRACT DOCUMENT.

Other Party to the contract: (Name)	HUNT COUNTY CLERK LINDA BROOKS
Street address or PO Box address: (where shall the contract be mailed to)	P O BOX 1316
City or Town:	GREENVILLE TEXAS 75403-1316
Telephone Number:	903-408-4130
Name of Contact person: (who will receive the contract)	LINDA BROOKS
Name of Signature Authority: (name of Entity which is legally responsible to uphold contract stipulations)	LINDA BROOKS
Name of actual person signing this contract: (County or City Clerk's, or Judge's name)	HUNT COUNTY JUDGE-JOE A BOBBITT



Texas Department of Health
Grants Management Division
Contract Development Section
Attn: Vendor Coordinator
Fax: 512/458-7351

VENDOR INFORMATION																	
<p>1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as the RECEIVING AGENCY or PERFORMING AGENCY. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney.</p> <p style="text-align: center;">LINDA BROOKS HUNT COUNTY CLERK</p>																	
<p>1b. OP Address (Include Street and Mailing Addresses, City, County, State and Zip Code):</p> <p style="text-align: center;">P O BOX 1316 GREENVILLE TEXAS 75403-1316</p>																	
<p>1c. PAYEE Name and Mailing Address (as it should appear on financial instruments):</p> <p style="text-align: center;">HUNT COUNTY CLERK P O BOX 1316 GREENVILLE TX 75403-1316</p>																	
<p>1d. Federal Employer Identification No. [FEI] (9 digit), State of Texas Comptroller Vendor Identification No. (14 digit), or SSN if individual or partnership.</p> <p style="text-align: center;">75-6001017</p>																	
<p>2. TYPE OF ENTITY (enter appropriate letter in box): A Is your entity certified as a HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <table style="width: 100%; font-size: small;"> <tr> <td>A. City or County (Governmental Entity)</td> <td>E. Texas Non-profit Corporation *</td> <td>I. Sole Proprietor</td> <td>M. Out-of-State Corp</td> </tr> <tr> <td>B. State Agency</td> <td>F. Texas For Profit Corporation*</td> <td>J. Individual</td> <td>N. Other ***</td> </tr> <tr> <td>C. State Institution of Higher Learning</td> <td>G. Professional Association*</td> <td>K. Partnership**</td> <td></td> </tr> <tr> <td>D. Other Political Subdivision</td> <td>H. Regular Association</td> <td>L. Limited Partnership**</td> <td></td> </tr> </table> <p>*Please provide 10-digit charter or file number assigned by the Secretary of State: _____</p> <p>** Please provide the Social Security Number or FEI of each partner. <u>75-6001017</u> _____</p> <p>***If "Other", specify. _____</p>		A. City or County (Governmental Entity)	E. Texas Non-profit Corporation *	I. Sole Proprietor	M. Out-of-State Corp	B. State Agency	F. Texas For Profit Corporation*	J. Individual	N. Other ***	C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**		D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**	
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C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**															
D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**															
<p>3a. Legal name of person or entity authorized to contract with Texas Department of Health.</p> <p style="text-align: center;">HUNT COUNTY JUDGE JOE A BOBBITT</p>																	
<p>3b. Typed Name & Title of Person Authorized to Sign Contracts:</p> <p style="text-align: center;">HUNT COUNTY JUDGE JOE A BOBBITT</p>	<p>3b. Telephone</p> <p style="text-align: center;">903-408-4146</p>																
<p>3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence)</p> <p style="text-align: center;">HUNT COUNTY CLERK LINDA BROOKS</p>	<p>3d. Telephone</p> <p style="text-align: center;">903-408-4130</p>																
<p>4a. Comptroller Verification:</p> <p>Yes _____ No _____ Initials _____</p>	<p>4b. Date</p>																