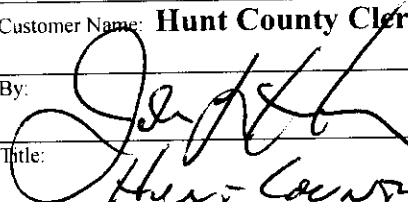
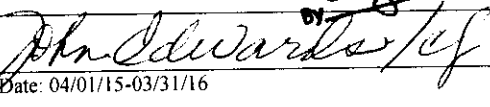


**METRO-REPRO, INC.** #13,608  
 8906 Chancellor Row, Dallas, Texas 75247  
**SERVICE CONTRACT**

Your Copy

Metro-Repro, Inc. agrees to perform maintenance service on the equipment listed by model and serial number for the prepaid fees shown, includes and/or is subject to the following:

- Each service call shall include a complete mechanical inspection, during which essential cleaning, lubrication, labor for replacing worn or broken parts, and mechanical adjustments to accommodate new parts or to compensate for wear, will be performed. This service call shall also include any necessary suggestions, recommendations, or warnings to the customer regarding the equipment and/or its operation.
- This service contract does not include service coverage related to issues attributed to the *customer's network*, nor does it cover *installing equipment print drivers*, or operational software. *These services are billable services at normal rates* post installation.
- At the customer's request, Metro-Repro will provide equipment maintenance and repair, including the replacement of parts which Metro-Repro determines to be unserviceable and directly contributing to the equipment's operational problems. No consumable supplies (including media, developer, print heads, ink cartridges, toner, maintenance kits, etc.) are included. Consumable costs are the responsibility of the customer. All parts replaced become the property of Metro-Repro.
- This agreement includes mechanical service calls requested by the customer and found to be necessary by the service representative to return and/or keep the equipment in good operating condition. Travel time and labor are included in the annual contract price.
- This agreement does not cover labor, parts, or other expense necessary to repair damage (intentional, accidental, or otherwise) caused by customer negligence, unauthorized movement or relocation of equipment, fire, water, acts of God, etc. Should repair be necessary due to such causes, a written estimate of charges associated with the equipment's repair will be provided for approval before work is started.
- This agreement does not cover Xerox embedded controllers with serial numbers of *F5Y, N5T, EV4, or CNG*. Xerox 6204 embedded controllers will not be covered. While Metro-Repro will make every effort to repair this part; there is no longer a source for this item and therefore Metro-Repro cannot guarantee a fix or replacement for it. If a replacement controller is required, Metro-Repro will provide a written quote on any replacement options available. Controller replacement will be at the customer's expense.
- If the listed equipment is altered by the customer, or has devices attached to the equipment by the customer, or the customer utilizes supply items which - in the judgment of Metro-Repro - increases the cost of maintenance to be performed, or contributes to any necessary equipment repairs and/or the general demise of the equipment - Metro-Repro will indicate such infractions to this service agreement and request/recommend such action as to remedy the situation. If the customer should choose not to comply with such recommended actions, the customer shall be considered in default of its obligations under this agreement as of such date and any necessary maintenance or repair will be billed at regular hourly service rates, plus parts.
- The Customer is responsible for providing Metro-Repro meter readings upon request. Two attempts will be made by Metro-Repro to obtain a meter reading for the machine. After these attempts if no meter has been submitted, Metro-Repro will bill the meter based upon an average of the customer's meter history.
- All service under this agreement will be performed on the customer's premises during regular business hours (8am-5pm CST). If service outside of such hours is requested, service will be rendered at Metro-Repro's regular hourly rates plus 50%, subject to availability of service personnel.
- It is understood that the equipment covered by the agreement must be in good working condition on the date this agreement becomes effective.
- No service will be performed until the contract is signed by both parties. All contracts are for a period of 12 months in which you agree to pay the full amount of this contract regardless of the billing option selected. If any option other than the annual payment is selected there will be an additional administrative fee of \$10 a month for the monthly or \$25 per quarter for the quarterly and a credit card will be required to secure payment. Upon signing this contract you agree to all terms and conditions.

MODEL & SERIAL NO.	EQUIPMENT LOCATION	BILLING OPTION	ANNUAL FEES
Xerox 510 MDH003719	Hunt County Clerk 2507 Lee St. Suite 201 Greenville, TX 75401	Annual	\$2,436.00 Annual Service Contract - 5000 SF allowance per month with overages billed at \$0.027 SF
Company: Metro-Repro, Inc.		Customer Name: Hunt County Clerk	
By: John Edwards		By: 	
Title: Service Manager		Title: Hunt County Clerk	
Signature: 		Signed By Customer: John L. Horn	
Effective Date: 04/01/15-03/31/16		Date Signed By Customer: March 24, 2015	

**FILED FOR RECORD**  
 at 11:05 a.m.  
**MAR 24 2015**  
 JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 801 W. 23rd St.

#13,609

**Proclamation:  
Child Abuse Awareness and Prevention Month, April 2015**

FILED FOR RECORD  
at 11:10 o'clock A.M.  
MAR 24 2015  
JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, TX

**WHEREAS**, in Federal fiscal year 2014, the Texas Department of Family and Protective Services confirmed 66,572 cases of child abuse or neglect, including 305 children in Hunt County; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

**WHEREAS**, our children are our most valuable resources and will shape the future of Texas; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses and law enforcement agencies; and

**WHEREAS**, communities must make every effort to promote programs and activities that benefit children and their families;

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

**WHEREAS**, prevention remains the best defense for our children and families;

**WHEREAS**, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Texas' future;

**WHEREAS**, Court Appointed Special Advocates® – CASA volunteers – are assigned by the court to speak up for a child's best interest and be a voice for that child in the courts; the Children's Advocacy Center is the front door for the child abuse investigation process to begin for the child and their family;

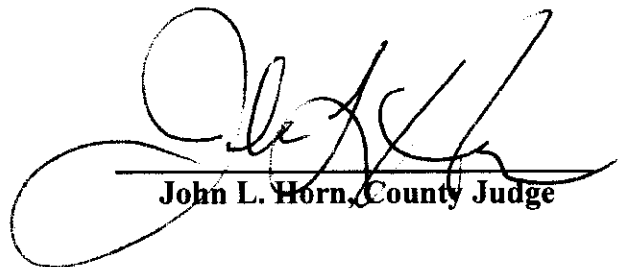
**WHEREAS**, every child in care deserves a CASA volunteer, but roughly less than half the children in care do not have a CASA volunteer; every child through the Children's Advocacy Center has a chance for their voice to be heard and the healing process to begin;

**WHEREAS**, 8,066 CASA volunteers spoke up for the best interest of 24,742 children in Texas last year; 68 Children's Advocacy Centers across the state of Texas served 40,000 children in 2014;

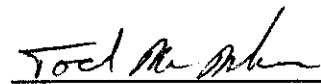
**WHEREAS**, CASA for Hunt County, Child Protective Services, Hunt County Children's Advocacy Center, foster parents, teachers and others work to ensure that children in our community have the opportunity to grow up in safe, loving permanent homes;

**NOW, THEREFORE**, I, John Horn, County Judge for Hunt County, Texas, do hereby proclaim April 2015 as NATIONAL CHILD ABUSE PREVENTION MONTH in Hunt County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Signed on the 27 day of MARCH, 2015

  
John L. Horn, County Judge

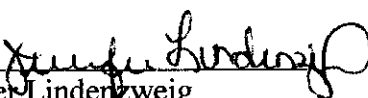
  
Eric Evans, Pct. 1 Commissioner

  
Tod McMahan, Pct. 2 Commissioner

  
Phillip Martin, Pct 3 Commissioner

  
Jim Latham, Pct. 4 Commissioner



Attest:   
Jennifer Linderzweig  
County Clerk

FILED FOR RECORD  
at 11:10 o'clock A M

#13,610

RESOLUTION EXPRESSING INTENT TO  
FINANCE EXPENDITURES TO BE INCURRED

MAR 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

WHEREAS, the Hunt County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto; and

WHEREAS, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

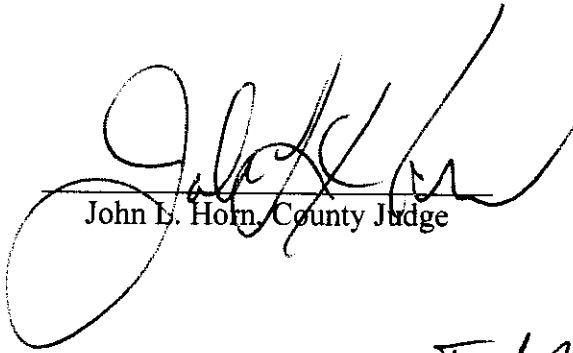
WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:


Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.


Section 2. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed \$2,000,000.

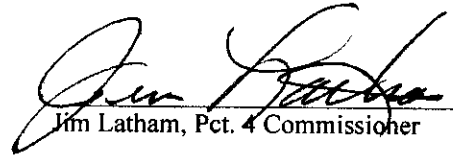
ADOPTED THIS 24th DAY OF March, 2015, by the COMMISSIONERS COURT OF HUNT COUNTY, TEXAS.

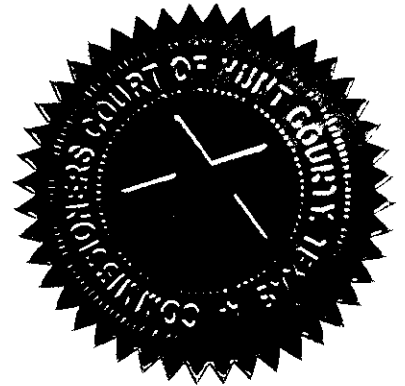
  
John E. Horn, County Judge

  
Eric Evans, Pct. 1 Commissioner

  
Tod McMahan, Pct. 2 Commissioner

  
Phillip Martin, Pct. 3 Commissioner

  
Jim Latham, Pct. 4 Commissioner



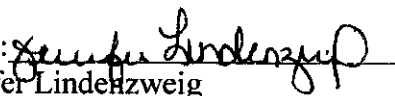
Attest:   
Jennifer Lindenzweig  
County Clerk

EXHIBIT A  
DESCRIPTION OF PROPERTY


<u>Purpose/Project</u>	<u>Amount</u>
Designing, developing, constructing, improving and equipping county buildings and facilities, including the county courthouse.	\$2,000,000

#13,611

---

FILED FOR RECORD  
at 11:15 o'clock A M

MAR 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: 

ORDER

AUTHORIZING THE ISSUANCE OF

\$2,035,000  
HUNT COUNTY, TEXAS  
TAX NOTES  
SERIES 2015

Adopted: March 24, 2015

TABLE OF CONTENTS

	Page
Parties.....	1

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	2
Section 1.02. Other Definitions.....	3
Section 1.03. Findings.....	3
Section 1.04. Table of Contents, Titles and Headings.....	3
Section 1.05. Interpretation.....	3

ARTICLE II

SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes.....	4
--	---

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE NOTES

Section 3.01. Authorization.....	4
Section 3.02. Date, Denomination, Maturities, Numbers and Interest.....	5
Section 3.03. Medium, Method and Place of Payment.....	5
Section 3.04. Execution and Initial Registration.....	6
Section 3.05. Ownership.....	7
Section 3.06. Registration, Transfer and Exchange.....	7
Section 3.07. Cancellation and Authentication.....	8
Section 3.08. Temporary Notes.....	8
Section 3.09. Replacement Notes.....	8

ARTICLE IV

REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. No Optional Redemption.....	9
Section 4.02. Mandatory Sinking Fund Redemption.....	10
Section 4.03. Notice of Redemption to Owners.....	10
Section 4.04. Payment Upon Redemption.....	11
Section 4.05. Effect of Redemption.....	11



ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. .... 11  
Section 5.02. Qualifications. .... 12  
Section 5.03. Maintaining Paying Agent/Registrar. .... 12  
Section 5.04. Termination. .... 12  
Section 5.05. Notice of Change. .... 12  
Section 5.06. Agreement to Perform Duties and Functions. .... 12  
Section 5.07. Delivery of Records to Successor. .... 12

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally. .... 13  
Section 6.02. Form of Notes. .... 13  
Section 6.03. CUSIP Registration. .... 19  
Section 6.04. Legal Opinion. .... 19

ARTICLE VII

SALE OF THE NOTES;  
CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes. .... 19  
Section 7.02. Control and Delivery of Notes. .... 20

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds. .... 20  
Section 8.02. Interest and Sinking Fund. .... 21  
Section 8.03. Project Fund. .... 21  
Section 8.04. Security of Funds. .... 21  
Section 8.05. Deposit of Proceeds. .... 21  
Section 8.06. Investments. .... 21  
Section 8.07. Investment Income. .... 22

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes. .... 22  
Section 9.02. Other Representations and Covenants. .... 22

Section 9.03. Provisions Concerning Federal Income Tax Exclusion. ....	22
Section 9.04. No Private Use or Payment and No Private Loan Financing. ....	23
Section 9.05. No Federal Guarantee. ....	23
Section 9.06. No Hedge Bonds. ....	23
Section 9.07. No Arbitrage. ....	23
Section 9.08. Arbitrage Rebate. ....	24
Section 9.09. Information Reporting. ....	24
Section 9.10. Record Retention. ....	24
Section 9.11. Registration. ....	24
Section 9.12. Deliberate Actions. ....	25
Section 9.13. Qualified Tax-Exempt Obligations. ....	25
Section 9.14. Continuing Obligation. ....	25

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. ....	25
Section 10.02. Remedies for Default. ....	26
Section 10.03. Remedies Not Exclusive. ....	26

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. ....	26
--------------------------------	----

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments. ....	26
---------------------------------	----

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order. ....	27
Section 13.02. Partial Invalidity. ....	27
Section 13.03. No Personal Liability. ....	27

ARTICLE XIV

EFFECTIVE IMMEDIATELY

Section 14.01. Effectiveness. ....	27
Signatures. ....	27

AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF HUNT COUNTY, TEXAS, TAX NOTES, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,035,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A NOTE PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF SAID NOTES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the "Act"), the governing body of a county is authorized to issue the notes hereinafter authorized (the "Notes") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the "Commissioners Court") of the Hunt County, Texas (the "County"), upon recommendation of the County Auditor, hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the County; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that this Commissioners Court is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, 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 its Notes 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 ORDAINED BY THE COMMISSIONERS COURT OF THE HUNT COUNTY:

## 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:

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

“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 Dallas, Texas, 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.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Note” means the Note described in Section 3.04(d) and 6.02(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 Notes is scheduled to be paid until the maturity of the Notes, such dates being March 1 and September 1 of each year commencing March 1, 2016.

“Note” means any of the Notes.

“Notes” means the County’s notes entitled “Hunt County, Texas, Tax Notes, Series 2015” authorized to be issued by Section 3.01.

“Order” means this Order.

“Original Issue Date” means the Closing Date.

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

“Paying Agent/Registrar” means initially BOKF, N.A dba Bank of Texas , 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 Notes.

“Purchaser” means BOKF, NA dba Bank of Texas.

“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).

“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 of or interest on Notes as the same become due and payable and remaining unclaimed by the Owners of such Notes for 90 days after the applicable payment or redemption date.

#### 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 NOTES

#### Section 2.01. Tax Levy for Payment of the Notes.

(a) The Commissioners Court hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Notes, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the County.

(b) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Notes 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.

(c) The ad valorem tax thus levied by this Section shall be assessed and collected each year renovating County facilities and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Notes, and the tax shall not be diverted to any other purpose.

(d) 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 Notes when and as due and payable in accordance with their terms and this Order.

(e) If the liens and provisions of this Order shall be discharged in a manner permitted by Article XI, 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 NOTES

#### Section 3.01. Authorization.

The County's tax notes to be designated "Hunt County, Texas, Tax Notes, Series 2015," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code, as amended, in the aggregate principal amount of \$2,035,000 for the public purpose of providing funds for: (i) design, construction, renovation and improvement to the Hunt County Courthouse, including

the exterior stairs and entryways to the Courthouse; (ii) acquisition, construction and equipping of a County tax office; and (iii) paying the costs associated with the issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Notes shall be dated the date of their delivery to the Purchaser, 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 and the Initial Note shall be numbered No. T-1.

(b) The Notes shall mature on March 1 in the years and in the principal installments set forth in the following schedule;

<u>Term Notes</u>		
<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$2,035,000	2.05%

(c) Interest shall accrue and be paid on each Note until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for. Such interest shall be payable semiannually on each March 1 and September 1 of each year, commencing on September 15, 2015, until maturity. Interest on the Notes 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 and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes 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 Note 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 Notes 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.

(d) The principal of each Note shall be paid to the person in whose name such Note 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 Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes 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.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including 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 paid to the County and thereafter neither the County, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes.

#### Section 3.04. Execution and Initial Registration.

(a) The Notes 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 Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the County had been manually impressed upon each of the Notes.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes 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 Note 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 Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note 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 Note 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 Note (the "Initial Note") representing the entire principal amount of the Notes, executed by manual or facsimile signature of the County Judge and County Clerk of the County, 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 Purchaser or its designee against payment therefor.

#### Section 3.05. Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal 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 Note is registered on the Record Date), and for all other purposes, whether or not such Note 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 Note 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 Note to the extent of the sums paid.

#### Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Notes 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 Notes in accordance with this Order.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note 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 Note shall be effective until entered in the Register.

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

(d) Each exchange Note 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 Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Notes. The Paying Agent/Registrar, however, 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 Note.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

#### Section 3.07. Cancellation and Authentication.

All Notes paid or redeemed before scheduled maturity in accordance with this Order, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Notes in accordance with the Securities Exchange Act of 1934.

#### Section 3.08. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, 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 Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes 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 Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes 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 Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

#### Section 3.09. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note 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 Note 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 therewith.

(b) In the event that any Note 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 Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note 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 Note;

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

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

(e) Each replacement Note delivered 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 Note or Notes in lieu of which such replacement Note is delivered.

## ARTICLE IV

### REDEMPTION OF NOTES BEFORE MATURITY

#### Section 4.01. No Optional Redemption.

The Notes shall not be subject to optional redemption prior to maturity.

Section 4.02. Mandatory Sinking Fund Redemption.

(a) The Notes stated to mature on March 1, 2022 (the "Term Notes"), are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Notes Maturing March 1, 2022

<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 2016	\$ 40,000
March 1, 2017	\$ 40,000
March 1, 2018	\$ 40,000
March 1, 2019	\$ 40,000
March 1, 2020	\$615,000
March 1, 2021*	\$625,000
March 1, 2022	\$635,000

\* maturity

(b) At least ten (10) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Notes equal to the aggregate principal amount of such Term Notes to be redeemed, shall call such Term Notes for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.04.

(c) The principal amount of the Term Notes required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the County, by the principal amount of any Term Notes which, at least 15 days prior to the mandatory sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Term Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.03. Notice of Redemption to Owners.

(a) Unless sole Owner is the Paying Agent Registrar, the Paying Agent/Registrar shall give notice of any redemption of Notes by sending notice by United States mail, first class postage prepaid, not less than 15 days before the date fixed for redemption, to the Owner of each Notes (or part thereof with respect to scheduled mandatory redemption) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing of such notice. If the Paying Agent/Registrar is the sole Owner of the Notes, no notice of mandatory redemption shall be required.

(b) The notice shall state the redemption date, the redemption price, the place at which the Notes are to be surrendered for payment, and, if less than all the Notes outstanding are

to be redeemed (upon a scheduled mandatory redemption), an identification of the Notes 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 4.04. 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 Notes to be redeemed on such date by setting aside and holding in trust such amounts as are 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 Notes being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar 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 Note to the date of redemption from the money set aside for such purpose.

Section 4.05. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes 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 Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

BOKF, NA dba Bank of Texas is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Notes 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 in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the County Judge shall be attested by the County Clerk.

(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, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Notes.

Section 5.05. Notice of Change.

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 and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, 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 thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, 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 Notes to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE NOTES

#### Section 6.01. Form Generally.

(a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in 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 Notes, as evidenced by their execution thereof.

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

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied 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 Notes, as evidenced by their execution thereof.

#### Section 6.02. Form of Notes.

The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) [Form of Note]

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

HUNT COUNTY, TEXAS  
TAX NOTE  
SERIES 2015

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>
_____ %	March 1, _____	April 28, 2015

Hunt County, Texas (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 Note 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 Closing 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 September 1, 2015.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of BOKF, NA dba Bank of Texas, as 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 Note 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. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered 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 Note 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 Notes 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 Note is one of a series of fully registered notes specified in the title hereof, dated as of April 28, 2015, issued in the aggregate principal amount of \$2,035,000 (herein referred to as the "Notes") pursuant to a certain order of the Commissioners Court of the County (the "Order") for the public purpose of providing funds for (i) design, construction, renovation and improvement to the Hunt County Courthouse, including the exterior stairs and entryways to the Courthouse; (ii) acquisition, construction and equipping of a County tax office; and (iii) paying the costs associated with the issuance of the Notes.

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

The Notes stated to mature on March 1, 2022 (the "Term Notes"), are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Notes Maturing March 1, 2022

<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 2016	\$ 40,000
March 1, 2017	\$ 40,000
March 1, 2018	\$ 40,000
March 1, 2019	\$ 40,000
March 1, 2020	\$615,000
March 1, 2021*	\$625,000
March 1, 2022	\$635,000
* maturity	

At least ten (10) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Notes equal to the aggregate principal amount of such Term Notes to be redeemed, shall call such Term Notes for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption.

The principal amount of the Term Notes required to be redeemed on any redemption date shall be reduced, at the option of the County, by the principal amount of any Term Notes which, at least 15 days prior to the mandatory sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Term Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Unless sole Owner is the Paying Agent Registrar, notice of such redemption or redemptions shall be sent by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Notes to be redeemed in whole or in part (with respect to scheduled mandatory redemption). Notice having been so given, the Notes or portions thereof (with respect to scheduled mandatory redemption) 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 Notes or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Notes or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note 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 Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Note 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 Note.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note 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 Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

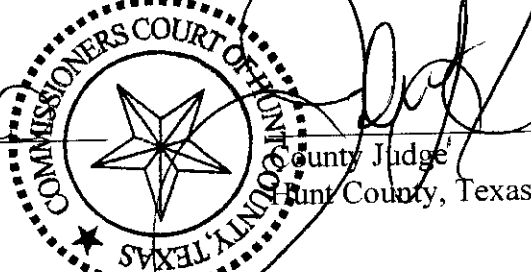
IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note 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 Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

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

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

*Jennifer Lindzey*  
County Clerk  
Hunt County, Texas



*[Signature]*  
County Judge  
Hunt County, Texas

(b) [Form of Certificate of Paying Agent/Registrar]

### CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Order. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA dba Bank of Texas,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signatory

Dated: \_\_\_\_\_

(c) 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 Note and all  
rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Note on the books kept for registration hereof, with full power of  
substitution in the premises.

Date: \_\_\_\_\_

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 Note in every  
particular and must be guaranteed in a manner  
acceptable to the Paying Agent/Registrar.

(d) The following Registration Certificate of Comptroller of Public Accounts shall  
appear on the Initial Note:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to  
the effect that the Attorney General of the State of Texas has approved this Note, and that this  
Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the  
State of Texas

[SEAL]

(e) The Initial Note shall be numbered T-1 and shall be in the form set forth in  
paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Note, the words the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Note, 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 in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
(Information to be inserted from Section 3.02 of this Order)		

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 Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Notes shall be of no significance or effect as regards the legality thereof and neither the County nor the attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Notes.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be printed on each Note over the certification of the County Clerk of the County, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTES;  
CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes.

(a) The Notes are hereby officially sold and awarded for a purchase price equal to the par amount of the Notes and shall be delivered to the Purchaser, in accordance with the terms and provisions of that certain Purchase Agreement relating to the Notes between the County and the Purchaser and dated the date of the passage of this Order. The form and content of such Purchase Agreement are hereby approved, and the County Judge is hereby authorized and directed to execute and deliver, and the County Clerk of the County is hereby authorized and directed to attest, if required, such Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Notes shall initially be registered in the name of the Purchaser, or its designee.

(b) All officers of the County are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Notes in accordance with the terms of sale therefor. Further, in connection with the submission of the

record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, 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 to be the lesser of (i) 1/10th of 1% of the principal amount of the Notes or (ii) \$9,500).

(c) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Bracewell & Giuliani LLP, bond counsel for the County, which opinion shall be dated and delivered on the Closing Date. The County Judge is hereby authorized and directed to execute the engagement letter with Bracewell & Giuliani LLP, setting forth such firm's duties as Bond Counsel for the County, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

#### Section 7.02. Control and Delivery of Notes.

(a) The County Judge is hereby authorized to have control of the Initial Note 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 Notes shall be made to the Purchaser 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

##### Section 8.01. Creation of Funds.

(a) The County hereby establishes the following special funds or accounts:

(i) The Hunt County, Texas, Tax Notes, Series 2015, Interest and Sinking Fund; and

(ii) The Hunt County, Texas, Tax Notes, Series 2015, Project 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 Notes.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, 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 Notes as such become due and payable.

Section 8.03. Project Fund.

(a) Money on deposit in the Project Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Order.

(b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds.

All moneys on deposit in the funds 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 8.05. Deposit of Proceeds.

(a) \$2,000,000 of the proceeds from the sale of the Notes shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) \$35,000 of the proceeds of from the sale of the Notes shall be used to pay the cost of issuing the Notes.

(c) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Project 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 so invested 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.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes.

While any of the Notes 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 Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. 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 Note; the County will promptly pay or cause to be paid the principal of and interest on each Note on the dates and at the places and manner prescribed in such Note; 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 Note; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

The County intends that the interest on the Notes will be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Notes to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the County covenants and agrees to comply with each requirement of Sections 9.03 through 9.14, inclusive; provided, however, that the County will not be required to comply with any particular requirement of Sections 9.03 through 9.14, inclusive, if the County has received an opinion of nationally recognized bond counsel



("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or (ii) compliance with some other requirement set forth in Sections 9.03 through 9.14, inclusive, 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 will constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.14, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Notes, including interest or other investment income derived from Note 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 Notes will not be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, that the proceeds of the Notes will not be used in a manner that would cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

Section 9.05. 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 Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

Section 9.06. No Hedge Bonds.

The County covenants and agrees that it has not and will not 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 Notes to be "hedge bonds" within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder.

Section 9.07. No Arbitrage.

The County covenants and agrees that it will make such use of the proceeds of the Notes, including interest or other investment income derived from Note proceeds, regulate investments of proceeds of the Notes, and take such other and further action as may be required so that the Notes will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, that the proceeds of the Notes will not be used in a manner that would cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and the Regulations promulgated thereunder.

Section 9.08. 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 Notes (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 Notes as may be required to calculate the amount earned on the investment of the gross proceeds of the Notes separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Notes that 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 Notes, 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 Notes 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.

Section 9.09. 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 Notes are issued, an information statement concerning the Notes, all under and in accordance with Section 149(e) of the Code and the applicable Regulations.

Section 9.10. Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Notes until three years after the last Note is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Notes by the Internal Revenue Service.

Section 9.11. Registration.

The Notes will be issued in registered form.

Section 9.12. Deliberate Actions.

The County will not take a deliberate action (as defined in Section 1.141-2(d)(3) of the Regulations) that causes the Notes to fail to meet any requirement of Section 141 of the Code after the issue date of the Notes unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements under the Code.

Section 9.13. Qualified Tax-Exempt Obligations.

The County hereby designates the Notes 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 2015, including the Notes, that 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 tax-exempt obligations that will be issued by the County during calendar year 2015, including the Notes, will not exceed \$10,000,000. For purposes of this Section 9.13, the term "tax-exempt obligation" does not include (i) "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 or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section 9.13, the County includes all entities that are aggregated with the County under Section 265(b) of the Code.

Section 9.14. Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of Sections 9.03 through 9.14, inclusive, shall survive the defeasance and discharge of the Notes for as long as such matters are relevant to the exclusion from gross income of interest on the Notes for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

(a) 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, redemption premium, if any, or interest on any of the Notes 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 10.02. 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 Notes then outstanding.

Section 10.03. 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 Notes 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 Notes 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 XI

DISCHARGE

Section 11.01. Discharge.

The County reserves the right to defease, discharge or refund the Notes in any manner permitted by applicable law.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments.

This Order shall constitute a contract with the Owners, be binding on the County, and shall not be amended or repealed by the County so long as any Note remains outstanding except as permitted in this Section. The County may, without consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind

any of the provisions of this Order; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

## ARTICLE XIII

### MISCELLANEOUS

#### Section 13.01. Changes to Order.

The County Judge and County Auditor, in consultation with Bond Counsel, are hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Notes by the Attorney General of Texas.

#### Section 13.02. Partial Invalidity.

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

#### Section 13.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Notes.

## ARTICLE XIV

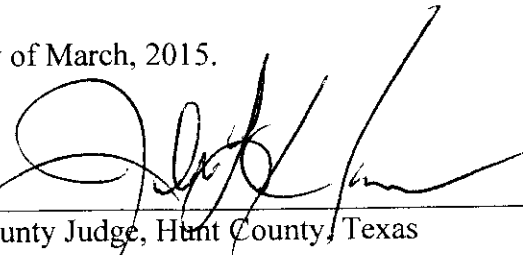
### EFFECTIVE IMMEDIATELY

#### Section 14.01. Effectiveness.

This Order shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

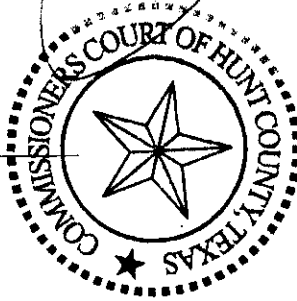
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PASSED AND APPROVED this 24 day of March, 2015.

  
\_\_\_\_\_  
County Judge, Hunt County, Texas

ATTEST:

  
\_\_\_\_\_  
County Clerk, Hunt County, Texas



*Signature Page to Order Authorizing Issuance of  
Tax Notes, Series 2015*

Term Bonds Maturing March 1, 2019

<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 2016	\$ 970,000
March 1, 2017	\$ 980,000
March 1, 2018	\$ 995,000
March 1, 2019*	\$1,010,000

\*maturity

At least ten (10) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption.

The principal amount of the Term Bonds required to be redeemed on any redemption date shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 15 days prior to the mandatory sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Unless sole Owner is the Paying Agent Registrar, notice of such redemption or redemptions shall be sent by United States mail, first class 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 (with respect to scheduled mandatory redemption). Notice having been so given, the Bonds or portions thereof (with respect to scheduled mandatory redemption) 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.

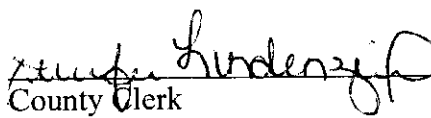
Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange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

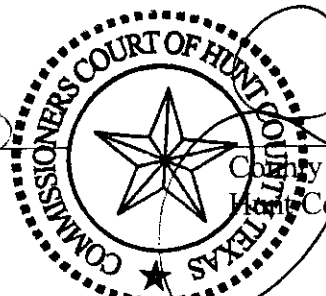
The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered

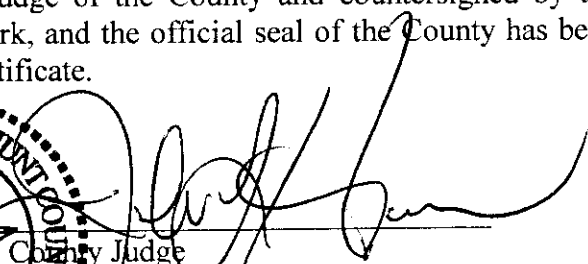
on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

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 of the County and countersigned by the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed or placed in facsimile on this Certificate.

  
County Clerk  
Hunt County, Texas



  
County Judge  
Hunt County, Texas

(b) [Form of Certificate of Paying Agent/Registrar]

### CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

TIB-THE INDEPENDENT BANKERSBANK,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signatory

Dated: \_\_\_\_\_



(c) 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.

Date: \_\_\_\_\_

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 in a manner acceptable to the Paying Agent/Registrar.

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the  
State of Texas

[SEAL]

(e) The Initial Bond shall be numbered T-1 and shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the words the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As shown below”; and

(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 in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
(Information to be inserted from Section 3.02 of this Order)		

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 Bracewell & Giuliani LLP, Bond Counsel, may be printed on each Bond over the certification of the County Clerk of the County, which may be executed in facsimile.

ARTICLE VII

SALE OF THE BONDS;  
CONTROL AND DELIVERY OF THE BONDS

Section 7.01. Sale of Bonds.

(a) The Bonds are hereby officially sold and awarded for a purchase price equal to the par amount of the Bonds and shall be delivered to the Purchaser, in accordance with the terms and provisions of that certain Purchase Agreement relating to the Bonds between the County and the Purchaser and dated the date of the passage of this Order. The form and content of such Purchase Agreement are hereby approved, and the County Judge is hereby authorized and directed to execute and deliver, and the County Clerk of the County is hereby authorized and directed to attest, if required, such 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 the Purchaser, or its designee.

(b) All officers of the County are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor. 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 to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

(c) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Bracewell & Giuliani LLP, bond counsel for the County, which opinion shall be dated and delivered on the Closing Date. The County Judge is hereby authorized and directed to execute the engagement letter with Bracewell & Giuliani LLP, setting forth such firm's duties as Bond Counsel for the County, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

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 Purchaser 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

Section 8.01. Creation of Funds.

(a) The County hereby establishes a special fund or account to be designated the "Hunt County, Texas, General Obligation Refunding Bonds, Series 2015, Interest and Sinking Fund", said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts 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 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) \$3,906,093.33 of proceeds from the sale of the Bonds, plus available funds of the County in the amount of \$240,000.00, shall be deposited with the paying agent/registrar for the Refunded Bonds and used to refund the Refunded Bonds.

(b) \$48,906.67 of the remaining proceeds of the Bonds shall be used for the payment of the costs of issuing the Bonds. Any amounts not need for the payment of costs of issuance shall be deposited in the Interest and Sinking Fund.

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 so invested 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.

Section 8.06. Investment Income.

Interest and income derived from investment of any fund created by this Order shall be credited to such fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. 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 9.02. 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 and interest on 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 Bond; 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 9.03. Provisions Concerning Federal Income Tax Exclusion.

The County intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) 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 or (ii) result in the violation of or failure to satisfy any provision of Sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the County covenants and agrees to comply with each requirement of Sections 9.03 through 9.14, inclusive; provided, however, that the County will not be required to comply with any particular requirement of Sections 9.03 through 9.14, inclusive, if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in Sections 9.03 through 9.14, inclusive, 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 will constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.14, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

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 promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, 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 Refunded Bonds have not been and 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 promulgated thereunder.

Section 9.05. 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 applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

Section 9.06. No Hedge Bonds.

The County covenants and agrees that it has not and will not 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 applicable Regulations thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and circumstance known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Bonds have not been used in a manner that would cause the Refunded Bonds or the Bonds to be “hedge bonds” within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder.

Section 9.07. No Arbitrage.

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 applicable Regulations promulgated thereunder. Moreover, the County will certify, through an authorized officer, employee or agent, 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 Refunded Bonds have not been and 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 promulgated thereunder.

Section 9.08. 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 issues of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds that 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.

Section 9.09. 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 applicable Regulations.

Section 9.10. Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Bonds and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 9.11. Registration.

The Bonds will be issued in registered form.

Section 9.12. Deliberate Actions.

The County will not take a deliberate action (as defined in Section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of Section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by Section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of Section 141 of the Code.

Section 9.13. 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 2015, including the Bonds, that 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 tax-exempt obligations that will be issued by the County during calendar

year 2015, including the Bonds, will not exceed \$10,000,000. For purposes of this Section 9.13, the term “tax-exempt obligation” does not include (i) “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, or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section 9.13, the County includes all entities that are aggregated with the County under the Code.

Section 9.14. Continuing Obligation.

Notwithstanding any other provision of this Order, the County’s obligations under the covenants and provisions of Sections 9.03 through 9.14, inclusive, shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

(a) 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, redemption premium, if any, 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 10.02. 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 10.03. 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 XI

DISCHARGE

Section 11.01. Discharge.

The County reserves the right to defease, discharge or refund the Bonds in any manner permitted by applicable law.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments.

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

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order.

The County Judge and County Auditor, in consultation with Bond Counsel, are hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 13.02. Partial Invalidity.

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

Section 13.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

ARTICLE XIV

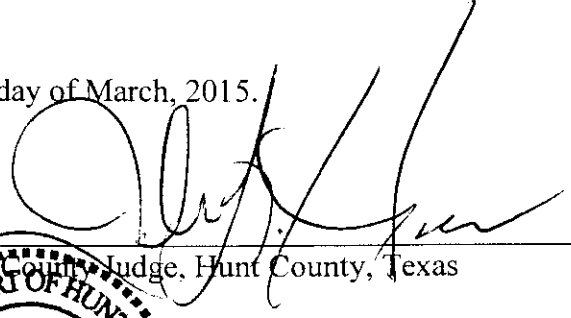
EFFECTIVE IMMEDIATELY

Section 14.01. Effectiveness.

This Order shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

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PASSED AND APPROVED this 24 day of March, 2015.



County Judge, Hunt County, Texas

ATTEST:



County Clerk, Hunt County, Texas



SCHEDULE I

#13,612

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FILED FOR RECORD  
at 11:15 o'clock A M

MAR 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

ORDER

AUTHORIZING THE ISSUANCE OF

\$3,955,000  
HUNT COUNTY, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2015

Adopted: March 24, 2015

TABLE OF CONTENTS

Parties ..... 1

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. .... 2  
Section 1.02. Other Definitions. .... 3  
Section 1.03. Findings. .... 3  
Section 1.04. Table of Contents, Titles and Headings..... 3  
Section 1.05. Interpretation. .... 3

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy for Payment of the Bonds..... 4

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE BONDS

Section 3.01. Authorization. .... 5  
Section 3.02. Date, Denomination, Maturities, Numbers and Interest. .... 5  
Section 3.03. Medium, Method and Place of Payment. .... 5  
Section 3.04. Execution and Initial Registration. .... 6  
Section 3.05. Ownership..... 7  
Section 3.06. Registration, Transfer and Exchange..... 7  
Section 3.07. Cancellation and Authentication. .... 8  
Section 3.08. Temporary Bonds. .... 8  
Section 3.09. Replacement Bonds. .... 9

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. No Optional Redemption..... 10  
Section 4.02. Mandatory Sinking Fund Redemption. .... 10  
Section 4.03. Notice of Redemption to Owners. .... 10  
Section 4.04. Payment Upon Redemption..... 11  
Section 4.05. Effect of Redemption..... 11

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. .... 11  
Section 5.02. Qualifications. .... 12  
Section 5.03. Maintaining Paying Agent/Registrar. .... 12  
Section 5.04. Termination. .... 12  
Section 5.05. Notice of Change. .... 12  
Section 5.06. Agreement to Perform Duties and Functions. .... 12  
Section 5.07. Delivery of Records to Successor. .... 12

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. .... 13  
Section 6.02. Form of Bonds. .... 14  
Section 6.03. CUSIP Registration. .... 19  
Section 6.04. Legal Opinion. .... 19

ARTICLE VII

SALE OF THE BONDS;  
CONTROL AND DELIVERY OF THE BONDS

Section 7.01. Sale of Bonds. .... 19  
Section 7.02. Control and Delivery of Bonds. .... 20

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds. .... 20  
Section 8.02. Interest and Sinking Fund. .... 20  
Section 8.03. Security of Funds. .... 21  
Section 8.04. Deposit of Proceeds. .... 21  
Section 8.05. Investments. .... 21  
Section 8.06. Investment Income. .... 21

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. .... 21  
Section 9.02. Other Representations and Covenants. .... 22  
Section 9.03. Provisions Concerning Federal Income Tax Exclusion. .... 22

Section 9.04. No Private Use or Payment and No Private Loan Financing. ....	22
Section 9.05. No Federal Guarantee. ....	23
Section 9.06. No Hedge Bonds. ....	23
Section 9.07. No Arbitrage. ....	23
Section 9.08. Arbitrage Rebate. ....	23
Section 9.09. Information Reporting. ....	24
Section 9.10. Record Retention. ....	24
Section 9.11. Registration. ....	24
Section 9.12. Deliberate Actions. ....	24
Section 9.13. Qualified Tax-Exempt Obligations. ....	24
Section 9.14. Continuing Obligation. ....	25

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. ....	25
Section 10.02. Remedies for Default. ....	25
Section 10.03. Remedies Not Exclusive. ....	26

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. ....	26
--------------------------------	----

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments. ....	26
---------------------------------	----

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order. ....	27
Section 13.02. Partial Invalidity. ....	27
Section 13.03. No Personal Liability. ....	27

ARTICLE XIV

EFFECTIVE IMMEDIATELY

Section 14.01. Effectiveness. ....	27
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AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF HUNT COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,955,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM 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 general obligation bonds of the County, secured by and payable from a pledge of ad valorem taxes levied, assessed and collected, within the limits prescribed by law, on all taxable property within the County in an amount sufficient to pay principal of and interest on such bonds as they become due; 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 net present value savings of approximately \$191,264.44 for 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 ("Chapter 1207"); and

WHEREAS, Chapter 1207 further authorizes the County to deposit proceeds from the Bonds with the Paying Agent/Registrar for the Refunded Bonds in an amount sufficient to provide for the scheduled payment or redemption of the Refunded Bonds and that such deposit constitutes "firm banking arrangements" under Chapter 1207 for the defeasance of the Refunded Bonds; and

WHEREAS, it is affirmatively found that this Commissioners Court is authorized to proceed with the issuance and sale of such Bonds as authorized by the Constitution and laws of the State of Texas; and

WHEREAS, 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 its 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 ORDAINED BY THE COMMISSIONERS COURT OF THE HUNT COUNTY:

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 2015” 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 Farmers Branch, Texas, 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.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d) and 6.02(d) of this Order.

“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 September 1, 2015.

“Maturity Date” means the date specified in Section 3.02 hereof on which the principal of the Bonds is due and payable.

“Order” means this Order.

“Original Issue Date” means the Closing Date.

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

“Paying Agent/Registrar” means initially TIB-The Independent BankersBank, 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.

“Purchaser” means TIB-The Independent BankersBank.

“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).

“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 of or interest on Bonds as the same become due and payable and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

#### 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 per annum (whichever amount is the 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 XI, 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 2015," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas and Chapter 1207, Texas Government Code, as amended. The Bonds shall be issued in the aggregate principal amount of \$3,955,000, for the purpose of providing funds for: (i) the refunding of the Refunded Bonds and (ii) paying certain costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of their delivery to the Purchaser, 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 and the Initial Bond shall be numbered No. T-1.

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

Term Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$3,955,000	1.45%

(c) Interest shall accrue and be paid on each Bond until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for. Such interest shall be payable semiannually on each March 1 and September 1 of each year, commencing on September 1, 2015, until maturity. 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 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.

(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 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.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including 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 paid to the County and 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.

#### 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 Bond (the "Initial Bond") representing the entire principal amount of the Bonds, executed by manual or facsimile signature of the County Judge and County Clerk of the County, 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 Purchaser or its designee against payment therefor.

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 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, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, 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 issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation and Authentication.

All Bonds paid or redeemed before scheduled maturity 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 upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the 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 therewith.

(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.

(e) Each replacement Bond delivered 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 replacement Bond is delivered.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. No Optional Redemption.

The Bonds shall not be subject to optional redemption prior to maturity.

Section 4.02. Mandatory Sinking Fund Redemption.

(a) The Bonds stated to mature on March 1, 2019 (the "Term Bonds"), are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing March 1, 2019

<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 2016	\$ 970,000
March 1, 2017	\$ 980,000
March 1, 2018	\$ 995,000
March 1, 2019*	\$1,010,000

\*maturity

(b) At least ten (10) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.04.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.02 shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 15 days prior to the mandatory sinking fund redemption dates shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.03. Notice of Redemption to Owners.

(a) Unless sole Owner is the Paying Agent Registrar, the Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than 15 days before the date fixed for redemption, to the Owner of each Bonds (or part thereof with respect to scheduled mandatory redemption) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the

date of mailing of such notice. If the Paying Agent/Registrar is the sole Owner of the Bonds, no notice of mandatory redemption shall be required.

(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 (upon a scheduled mandatory redemption), 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 4.04. 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 such amounts as are 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 of the Paying Agent/Registrar 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 4.05. 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 its obligation to make provision for 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 called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

## ARTICLE V

### PAYING AGENT/REGISTRAR

#### Section 5.01. Appointment of Initial Paying Agent/Registrar.

TIB-The Independent BankersBank is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized 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 in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the County Judge shall be attested by the County Clerk.

(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, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change.

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 and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, 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 thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, 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 Bonds, including the Initial Bond submitted to the Attorney General of Texas and any temporary Bonds, shall be typed, printed, lithographed, photocopied 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.

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 Certificate 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. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

HUNT COUNTY, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2015

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>
_____ %	March 1, _____	April 28, 2015

Hunt County, Texas (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 Closing 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 September 1, 2015.

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 Farmers Branch, Texas (the "Designated Payment/Transfer Office"), of TIB-The Independent BankersBank, as 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. 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, dated as of April 28, 2015, issued in the aggregate principal amount of \$3,955,000 (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 for (i) refunding certain outstanding general obligation bonds of the County; and (ii) paying the costs associated with the issuance of the Bonds.

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

The Bonds stated to mature on March 1, 2019 (the "Term Bonds"), are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

#13, 213  
ESCROW TRUST AGREEMENT

FILED FOR RECORD  
at 11:15 o'clock A M

MAR 24 2015

THE STATE OF TEXAS  
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

This contract and agreement made and entered into on this the 9<sup>th</sup> day of March 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Danny White by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$6,000.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 1000 feet on CR4906 from dirt to rock

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 9<sup>th</sup> day of March 2015.

[Signature]  
Commissioner signature

[Signature]  
Purchaser signature  
8450 County Road 4906  
(Address of purchaser)  
Ladonia TX 75449



# 13, 614  
**MASTER AGREEMENT**

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the County of Hunt hereinafter referred to as 'CONTRACTING GOVERNMENT' has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

FILED FOR RECORD  
at 1:10 o'clock A M

MAR 24 2015

JENNIFER LINDERZWEIG  
COUNTY CLERK, HUNT COUNTY, TX  
By: [Signature]

- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2017.
- J. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

- M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

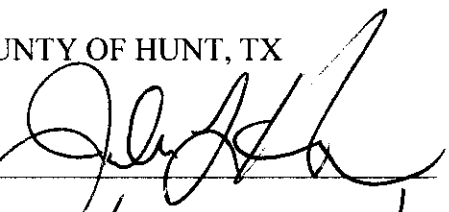
GABRIEL, ROEDER, SMITH & CO.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF HUNT, TX

By:  \_\_\_\_\_

Date: March 24, 2015

Title: Hunt County Judge

# Attachment A

## Pricing of Services – Calendar Year 2013\*

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	<b>\$4,500</b>
100 – 199	<b>\$4,500</b>
200 – 499	<b>\$5,200</b>
500 – 999	<b>\$5,500</b>
1,000 – 2,499	<b>\$6,400</b>
Over 2,500	<b>\$7,000</b>

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,600**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,000**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,200** for valuations which are intended to be used for two fiscal years and by **\$2,400** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,000** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$800** price reduction. The engagement agreement will specify whether the pricing discount applies.

## Pricing of Services – Calendar Year 2013\*

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- ❖ Fees for additional services and optional services that are not determined as 'basic' will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$395
Consultants	\$310
Senior Analysts	\$200
Actuarial Analysts	\$170
Systems Analysts and Programmers	\$230
Administrative Support Staff	\$125

\*Prices will be adjusted annually beginning in January 2014 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.

## Pricing of Services – Calendar Year 2014

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	\$4,570
100 – 199	\$4,570
200 – 499	\$5,280
500 – 999	\$5,585
1,000 – 2,499	\$6,495
Over 2,500	\$7,105

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,625**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,015**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,220** for valuations which are intended to be used for two fiscal years and by **\$2,440** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,030** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$810** price reduction. The engagement agreement will specify whether the pricing discount applies.

Note: Each valuation includes an additional NCTCOG administrative fee of \$125.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.

## **Pricing of Services – Calendar Year 2014**

- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

<u>GRS Position Title</u>	<u>Hourly Rates</u>
Senior Consultant	\$410
Consultants	\$320
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analysts and Programmers	\$235
Administrative Support Staff	\$130

## Pricing of Services – Calendar Year 2015

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	\$4,605
100 – 199	\$4,605
200 – 499	\$5,320
500 – 999	\$5,630
1,000 – 2,499	\$6,545
Over 2,500	\$7,160

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,640**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,025**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,230** for valuations which are intended to be used for two fiscal years and by **\$2,460** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,045** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$815** price reduction. The engagement agreement will specify whether the pricing discount applies.

Note: Each valuation includes an additional NCTCOG administrative fee of \$125.



- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.

## **Pricing of Services – Calendar Year 2015**

- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

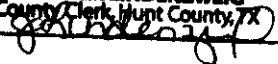
<b>GRS Position Title</b>	<b>Hourly Rates</b>
Senior Consultant	\$415
Consultants	\$325
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analysts and Programmers	\$235
Administrative Support Staff	\$130

# 13, 615

**INTERLOCAL AGREEMENT  
FOR  
COOPERATIVE PURCHASING  
FOR  
ACTUARIAL SHARED SERVICES**

FILED FOR RECORD  
at 11:10 o'clock A M

MAR 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and the County of Hunt, local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at Greenville, Texas.

**WITNESSETH**

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

**WHEREAS**, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, NCTCOG extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services to until September 30, 2017; and

**WHEREAS**, the Participant has represented that it is an eligible entity under the Act that by Administrative Action has authorized this Agreement on March 24, 2015, and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the PARTICIPANT do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because it's a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 3: WHOLE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: BILLINGS**

Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company based upon Administrative Fee of \$125 per valuation cycle (effective October 1, 2012). Each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*\*Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.

Interstate v1 rev. 10/05

County of Hunt, TX

P.O. Box 1097

Greenville, TX 75403

By: 

Signature of Authorized Official

John L. Horn

Typed Name of Authorized Official

Hunt County Judge

Typed Title of Authorized Official

March 24, 2015

Date

**North Central Texas Council of Governments**

616 Six Flags Drive, Arlington, Texas 76011

\*By: 

Signature of Authorized Official

\*Monte Mercer

Typed Name of Authorized Official

\*Deputy Executive Director


Typed Title of Authorized Official

4/1/15

Date

FILED FOR RECORD  
at 3:00 o'clock P M

APR 06 2015

JENNIFER LINDENZWEG  
County Clerk, Hunt County, TX  
By: 

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID NO. 125-15, PREMIX OIL AND SAND**

#13, Le 1e

PRECINCT	VENDOR	PRICE PER TON DELIVERED	PRICE PER TON UNDELIVERED	Pick - Up Point
One	APAC-Texas Inc.	\$71.50	\$59.00	320 Ironhorse Dr, Terrell, TX
One	Richard Drake Const	\$75.45	\$63.90	County Road 12530, Paris, TX
One	RK Hall, LLP	\$68.00	\$63.00	Hwy 224, Greenville, TX
One	Heartland Asphalt	NO BID	NO BID	
One	Rooker Asphalt	NO BID	NO BID	
Two	APAC-Texas Inc.	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Two	Richard Drake Const	\$75.65	\$63.90	County Road 12530, Paris, TX
Two	RK Hall, LLP	\$68.00	\$63.00	Hwy 224, Greenville, TX
Two	Heartland Asphalt	NO BID	NO BID	
Two	Rooker Asphalt	NO BID	NO BID	
Three	APAC-Texas Inc.	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Three	Richard Drake Const	\$74.50	\$63.90	County Road 12530, Paris, TX
Three	RK Hall, LLP	\$68.00	\$63.00	Hwy 224, Greenville, TX
Three	Heartland Asphalt	NO BID	NO BID	
Three	Rooker Asphalt	NO BID	NO BID	
Four	APAC-Texas Inc.	\$72.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Four	Richard Drake Const	\$71.70	\$63.90	County Road 12530, Paris, TX
Four	RK Hall, LLP	\$68.00	\$63.00	Hwy 224, Greenville, TX
Four	Heartland Asphalt	NO BID	NO BID	
Four	Rooker Asphalt	NO BID	NO BID	

**The Purchasing Department recommends award of this bid to all bidders in accordance  
 with Local Government Code §262.027 (e)**

FILED FOR RECORD  
 11:15 o'clock A.M.  
 MAR 24 2015  
 JENNIFER L. [unclear]  
 County Clerk, Hunt County, TX  
 By: [Signature]

**HUNT COUNTY  
BID AWARD**

**FORMAL BID NO. 126-15, CLEAR SPAN CONCRETE BRIDGES AND BOX CULVERTS**  
Effective 4/14/15 through 4/13/16

#13,617

BRIDGE VENDOR	TWENTY FOOT BRIDGE	THIRTY FOOT BRIDGE	FORTY FOOT BRIDGE	FIFTY FOOT BRIDGE	PROOF OF INSURANCE PROVIDED
5W Contracting, LLC	\$85,000.00	\$98,000.00	\$125,000.00	\$148,000.00	On File
Yoder Construction	\$40,785.00	\$50,150.00	\$57,435.00	\$71,085.00	On File
<b>BOX CULVERT VENDOR</b>	<b>7 x 10 x 24 Single</b>	<b>7 x 10 x 24 Double</b>	<b>9 x 10 x 24 Double</b>	<b>10 x 10 x 24 Triple</b>	<b>PROOF OF INSURANCE PROVIDED</b>
5W Contracting, LLC	\$45,000.00	\$75,000.00	\$81,000.00	\$105,000.00	On File
Yoder Construction	\$34,125.00	\$42,105.00	\$47,250.00	\$62,055.00	On File

FILED FOR RECORD  
at 11:15 AM  
MAR 24 2015  
JENNIFER L. MENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

The Hunt County Purchasing Department recommends award of this bid to Yoder Construction  
the lowest and best bidder

HUNT COUNTY  
 BID AWARD

FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT  
 Effective 4/23/15 through 4/22/16

# 13, 618

VENDOR	Bryan & Bryan	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up	PRICE per Tote Delivered	PRICE per Tote Picked Up	PRICE per Barrel Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Barrel Delivered	PRICE per Barrel Picked Up
Road Oil	\$610.00	\$605.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pick-up Point		8612 FM 2276 North Henderson									
Proof of Insurance	Yes		Yes							Yes	Yes
VENDOR	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	\$2.7001	\$2.45	No Bid	No Bid	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 2	No Bid	No Bid	\$2.6629	\$2.45	No Bid	No Bid	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 3	No Bid	No Bid	\$2.6853	\$2.45	No Bid	No Bid	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 4	No Bid	No Bid	\$2.7001	\$2.45	No Bid	No Bid	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-2P, Pct. 1	No Bid	No Bid	\$2.3358	\$2.20	No Bid	No Bid	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 2	No Bid	No Bid	\$2.3358	\$2.20	No Bid	No Bid	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 3	No Bid	No Bid	\$2.3331	\$2.20	No Bid	No Bid	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 4	No Bid	No Bid	\$2.3304	\$2.20	No Bid	No Bid	\$2.20	No Bid	No Bid	\$3.00	\$2.75

RECEIVED FOR RECORD  
 MAR 2 2015  
 HUNT COUNTY

HUNT COUNTY  
BID AWARD

FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT  
Effective 4/23/15 through 4/22/16

CRS-2/2H, Pct. 1	No Bid	No Bid	\$1.9558	\$1.82	No Bid	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 2	No Bid	No Bid	\$1.9558	\$1.82	No Bid	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 3	No Bid	No Bid	\$1.9531	\$1.82	No Bid	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 4	No Bid	No Bid	\$1.9504	\$1.82	No Bid	No Bid	No Bid	\$2.40	\$2.20
CSS-1, Pct. 1	No Bid	No Bid	\$2.5669	\$1.82	No Bid	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 2	No Bid	No Bid	\$2.5669	\$1.82	No Bid	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 3	No Bid	No Bid	\$2.5521	\$1.82	No Bid	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 4	No Bid	No Bid	\$2.5372	\$1.82	No Bid	No Bid	No Bid	\$2.45	\$2.25
AE-P, Pct. 1	No Bid	No Bid	\$2.8319	\$2.65	No Bid	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 2	No Bid	No Bid	\$2.8048	\$2.65	No Bid	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 3	No Bid	No Bid	\$2.8211	\$2.65	No Bid	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 4	No Bid	No Bid	\$2.8319	\$2.65	No Bid	No Bid	No Bid	\$3.00	\$2.80
Pick Up Point			209 Robert Nance Rd Mount Pleasant, TX					Temple, Texas	
Envirotac II, Pct. 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid
Envirotac II, Pct. 2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid
Envirotac II, Pct. 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid
Envirotac II, Pct. 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid
Pick Up Point									Atlanta, GA

**HUNT COUNTY  
BID AWARD**

**FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT  
Effective 4/23/15 through 4/22/16**

Ergon- Adds Federal Env Fee \$0.4424/ton asphalt & polymers \$0.00133 Gal Emulsions

Ergon - Delivered load price is based on full transport loads, approximately 5,500 gallons

Ergon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 80.00 / load

Ergon - Freight is based on full transport load, even if full load of material is not ordered

Ergon- Return freight is one-half of the outgoing tariff

Ergon - For CRS-1P & AE-P the pickup point is: 1820 HWY 6 East, Waco, TX

Western Emulsions - Demurrage rate is \$65.00 per hour after 2 hours.

**The Purchasing Department recommends award of this bid to all bidders in accordance with Local Government Code §262.027 (e))**