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ORDER AUTHORIZING THE ISSUANCE OF “BRAZOS COUNTY, TEXAS  
CERTIFICATES OF OBLIGATION, SERIES 2023”; AUTHORIZING A PAYING  
AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS  
RELATING THERETO

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**ORDER AUTHORIZING THE ISSUANCE OF “BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023”; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS RELATING THERETO**

WHEREAS, the Commissioners Court of Brazos County, Texas (the “County”) deems it advisable to issue the Certificates (defined herein) for the purposes described in Section 3 of this Order;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C, Chapter 271, Texas Local Government Code, and Section 320.073, Texas Local Government Code;

WHEREAS, the Commissioners Court has heretofore, on March 21, 2023, passed a resolution authorizing and directing the County Judge or the County Clerk to give notice of intention to issue the Certificates, which notice as published is hereby ratified and has been duly published in *The Eagle* which is a newspaper of general circulation in the County, in its issues of March 23, 2023, and March 30, 2023, the date of the first publication being at least 45 days prior to the tentative date stated in such notice for passage of this Order;

WHEREAS, the County has received no petition from the qualified voters of the County protesting the issuance of the Certificates;

WHEREAS, the terms of the sale of the Certificates are the most reasonable and advantageous and it is in the best interest of the County that the Certificates be issued as hereinafter provided; and

WHEREAS, in accordance with the provisions of Section 81.006, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court;

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

**Section 1. Authorization of the Certificates.** There is hereby authorized to be issued and delivered a series of certificates of obligation of the County, to be known as “BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023” (the “Certificates”), in the original aggregate principal amount of \$9,300,000 payable from an annual ad valorem tax levied upon all taxable property within the County, within the limits prescribed by law, and by a pledge of \$1,000 of certain revenues received by the County from the operation of the Brazos Center for the purposes described in the Form of Certificates contained in Section 3 hereof.

**Section 2. Date, Denominations, Numbers, and Maturities of Interest on the Certificates.** The Certificates shall be dated as of June 1, 2023 (the “Dated Date”), shall be in denominations of \$5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate (defined herein) and consecutively from R-1 upward for the definitive Certificates, and shall mature on September 1 in each of the years as provided in the following schedule. The Certificates shall bear interest at the specified rates per annum from the date of delivery, such interest payable semiannually beginning March 1, 2024, and continuing on each September 1 and March 1 thereafter through the respective maturity, as shown below:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Installment</u>	<u>Interest Rate</u>	<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Installment</u>	<u>Interest Rate</u>
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

**Section 3. General Characteristics and Form of the Certificates.** The Certificates shall (i) be issued; (ii) be payable; (iii) be redeemable prior to their scheduled maturities; (iv) have the characteristics; and (v) be signed, sealed, and executed, all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Certificate, the Form of the Authentication Certificate, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Order, and the definitions contained within each such form shall apply solely to such form:

#### FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

United States of America  
State of Texas  
BRAZOS COUNTY, TEXAS  
CERTIFICATES OF OBLIGATION, SERIES 2023

NUMBER	DENOMINATION
R-	\$ _____
REGISTERED	REGISTERED

INTEREST	DATED	DELIVERY	MATURITY	
<u>RATE</u>	<u>DATE</u>	<u>DATE</u>	<u>DATE</u>	<u>CUSIP NO.</u>
%	June 1, 2023	June 1, 2023	September 1, ____	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

BRAZOS COUNTY, TEXAS (the "County"), being a body corporate and a political subdivision of the State of Texas, promises to pay to the Owner, specified above, or registered assigns (either, the "Owner"), on the Maturity Date specified above, upon presentation and surrender of this Certificate at the

designated payment office of BOKF, NA, Dallas, Texas, or its successor (the "Paying Agent/Registrar"), to wit: the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable semi-annually by check beginning March 1, 2024, and continuing each September 1 and March 1 thereafter through maturity, mailed to the Owner of record as shown on the register kept by the Paying Agent/Registrar (the "Register"), as of the Record Date (hereinafter defined), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. The date for determining the person to whom interest is payable on any interest payment date (the "Record Date") is the fifteenth day of the month next preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar 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 the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the order authorizing the issuance of the Certificates adopted by the Commissioners Court of the County on May 9, 2023 (the "Order").

THIS CERTIFICATE is one of a series of Certificates dated as of the Dated Date specified above of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity, issued pursuant to the Order in the original aggregate principal amount of \$9,300,000 for the purpose of providing for the payment of contractual obligations to be incurred for the design, planning, acquisition, construction, furnishing, renovation and equipping of public property and designated infrastructure and for other public purposes, specifically being improvements to (1) the existing County Administration Building; (2) the County Courthouse; (3) the existing County BISD Building (including parking lot renovations) for public defender offices and other administrative services; (4) the Brazos County Dispatch and Emergency Operations Center; (5) County Sheriff Department facilities including a central receiving and storage facility; and (6) the payment of contractual obligations for professional services in connection with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering).

THE CERTIFICATES are issued pursuant to the Order, whereunder the Commissioners Court of the County covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Certificates are considered outstanding under the provisions of the Order, in a sufficient amount to pay interest on each Certificate as it becomes due, to provide a sinking fund for the payment of the principal of the Certificates when due, and to pay the expenses of assessing and collecting such tax, and this Certificate is additionally secured by and payable from a pledge of \$1,000 of certain of the revenues received by the County from the operation of the Brazos Center (the "Center"). Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Certificate, the Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE COUNTY RESERVES THE RIGHT to redeem the Certificates having stated maturities on or after September 1, 2034, in whole or in part, on September 1, 2033 or on any date thereafter. Such optional

redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the particular Certificates to be redeemed shall be selected by the County in integral multiples of \$5,000 within any one maturity.

AT LEAST 45 DAYS PRIOR to the date fixed for any redemption of Certificates or portions thereof prior to maturity, a written notice of such redemption shall be given by the County to the Paying Agent/Registrar, and the Paying Agent/Registrar shall send a copy of such notice at least 30 days prior to the date fixed for redemption by United States mail, first class, postage prepaid, addressed to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice; provided, however, that any notice of redemption so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, and redeemed Certificates shall no longer be regarded as outstanding except for the right of the Owner or Owners thereof to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO OPTIONAL REDEMPTION of the Certificates, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Certificates to be redeemed before giving of a notice of redemption, the notice of redemption may state that the County may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Certificates have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which 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 CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Certificate is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Owner of this Certificate shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a

competent and legally qualified substitute therefor and cause written notice thereof to be mailed to the Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Certificates in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Certificates by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the County, within the limit prescribed by law, and from the above-described limited pledge of \$1,000 from certain revenues received by the County from its ownership and operation of the Center; and that issuance of the Certificates does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Certificate, the Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Certificate and the Order constitute a contract between each Owner and the County.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed, or placed in facsimile, on this Certificate.

BRAZOS COUNTY, TEXAS

/s/ Karen McQueen  
County Clerk

/s/ Duane Peters  
County Judge

(COMMISSIONERS COURT SEAL)

\* \* \*

[FORM OF INITIAL CERTIFICATE]

The Initial Certificate shall be in the form set forth above for the definitive Certificates, except the following shall replace the heading and the first paragraph:

NO. I-1

\$9,300,000

United States of America  
State of Texas  
BRAZOS COUNTY, TEXAS  
CERTIFICATES OF OBLIGATION, SERIES 2023

Dated Date: JUNE 1, 2023

Delivery Date: JUNE 1, 2023

Registered Owner: \_\_\_\_\_

Principal Amount: NINE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS  
(\$9,300,000)

BRAZOS COUNTY, TEXAS (the “County”), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Owner, specified above, or the registered assigns thereof (the “Owner”), the Principal Amount, specified above, with principal installments payable on September 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u> <u>INSTALLMENT (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>
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(Information to be inserted from schedule appearing in Section 2 of the Order.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, as specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid, computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on March 1 and September 1 of each year, commencing March 1, 2024.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of BOKF, NA, Dallas, Texas, or its successors, which is the “Paying Agent/Registrar” for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Owner hereof as shown on the books of register kept by the Paying Agent/Registrar (the “Register”) at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register, as hereinafter described. The date for determining to whom interest is payable on any interest payment date (the “Record Date”) means the fifteenth calendar day of the month preceding a scheduled payment. In the

event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar 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 the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the order authorizing the issuance of the Certificates adopted by the Commissioners Court of the County on May 9, 2023 (the "Order").

\* \* \*

FORM OF AUTHENTICATION CERTIFICATE (DEFINITIVE CERTIFICATE ONLY)

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA  
Dallas, Texas  
Paying Agent/Registrar

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

By \_\_\_\_\_  
Authorized Signature

\* \* \*



FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS  
(INITIAL CERTIFICATE ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: 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 examined and finds that this Certificate has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of Brazos County, Texas, and further that this Certificate has been registered this day by me.

WITNESS my signature and seal of office this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

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

\* \* \*

FORM OF ASSIGNMENT

ASSIGNMENT

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

/ \_\_\_\_\_ / \_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee) (Please print or typewrite name and address, including zip code, of Transferee)

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

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

Signature Guaranteed:

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

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

The following abbreviations, when used in the Assignment above or on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:



recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any other obligations now or hereafter authorized by law to defease the Certificates.

“Initial Certificate” means the Certificate registered by the Comptroller as described in Section 9 hereof.

“Interest Payment Date” means, when used in connection with any Certificate, March 1, 2024 and each September 1 and March 1 thereafter until maturity or earlier redemption of such Certificate.

“Initial Purchaser” means \_\_\_\_\_.

“Official Statement” means the disclosure document dated as of May 9, 2023, along with any supplement or amendment thereto, distributed by the County in connection with the offering and sale of the Certificates.

“Order” means this “Order Authorizing the Issuance of ‘Brazos County, Texas Certificates of Obligation, Series 2023’; Authorizing a Paying Agent/Registrar Agreement; and Approving Other Matters Relating Thereto” adopted by the Commissioners Court on May 9, 2023.

“Owner” or “Owners” means any person who shall be the registered owner of any outstanding Certificates, or the assigns thereof.

“Paying Agent/Registrar” means BOKF, NA, Dallas, Texas, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with the provisions of this Order.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement dated as of June 1, 2023, between the Paying Agent/Registrar and the County substantially in the form of Exhibit “A” attached hereto, which relates to the registration, authentication, and transfer of the Certificates.

“Record Date” means the date for determining the person to whom interest is payable on any Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Owner.

“Rule” means Rule 15c2-12, as amended, adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934.

“State” means the State of Texas.

**Section 5. County Funds.** The County hereby confirms the establishment of the following funds of the County at a depository of the County:

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. The “Brazos County, Texas Certificates of Obligation, Series 2023 Interest and Sinking Fund” (the “Interest and Sinking Fund”) is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Certificates. The accrued interest received upon the initial delivery of the Certificates, and the net proceeds of all ad

valorem taxes levied and collected for and on account of the Certificates, shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the County's latest approved tax rolls, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

The Certificates additionally shall be payable from and secured by a subordinate lien on and pledge of \$1,000 of the revenues generated from the County's ownership and operation of the Brazos Center (the "Center"), such revenues permitted to be pledged by Section 320.073, Texas Local Government Code. Notwithstanding the requirements of this Section, if any revenues of the Center are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of such revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein. The County shall deposit such limited pledge of \$1,000 of the revenues of the Center to the credit of the Interest and Sinking Fund.

The County reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation, and other obligations of any kind payable in whole or in part from, and secured by a pledge of the Center's revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the \$1,000 limited pledge of the revenues additionally securing the Certificates.

(b) Construction Fund. The "Brazos County, Texas Certificates of Obligation, Series 2023 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Construction Fund is the fund into which the proceeds of the Certificates that remain after making the deposits identified in subsection (a) above shall be deposited and used to accomplish the primary purpose for which the Certificates are issued. Money in the Construction Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

**Section 6. Investments and Security.** (a) Investment of Funds. The County may place money in any fund created by this Order in time or demand deposits or invest such money as authorized by law at the time of such deposit; provided, however, that the County hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Construction Fund may be retained in such fund or deposited to the

Interest and Sinking Fund as determined by the Commissioners Court. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(d) Remaining Funds. Any money remaining after the purposes for which the Certificates have been accomplished shall be deposited in the Interest and Sinking Fund and the Construction Fund shall then be closed.

**Section 7. Covenants of the County.** (a) General Covenants. The County covenants and represents that:

(i) the County is a duly created county, operating and existing under the laws of the State, and is duly authorized under the laws of the State to create and issue the Certificates, all action on its part for the creation and issuance of the Certificates has been duly and effectively taken, and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms; and

(ii) the Certificates shall be ratably secured in such manner that no one Certificate shall have preference over other Certificates.

(b) Specific Covenants. The County covenants and represents that, while the Certificates are outstanding and unpaid, it will:

(i) proceed to acquire and construct with all due diligence and dispatch so much of the projects as shall have been financed with the proceeds of the Certificates; and

(ii) levy an ad valorem tax, within the limits prescribed by law, that will be sufficient to provide funds to pay the current interest on the Certificates and to provide the necessary sinking fund, as described in this Order.

(c) Covenants Regarding Tax Matters. The County covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the County specifically covenants as follows:

(i) to refrain from taking any action which would result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) to take any action to assure that no more than 10% of the proceeds of the Certificates or the projects financed therewith are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the County with respect to such private business use, do not under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(iii) to take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Certificates or the projects financed

therewith, then the amount in excess of 5% is used for a “private business use” which is “related” and not “disproportionate”, within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) to take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Certificates is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) to refrain from taking any action which would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(vi) except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates;

(vii) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% of the “Excess Earnings”, within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(ix) to maintain such records as will enable the County to fulfill its responsibilities under this subsection and sections 141 and 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and

(x) to comply with the information reporting requirements of section 149(e) of the Code.

For the purposes of the foregoing, in the case of a refunding obligation, the term “proceeds” includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the County will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code.

Proper officers of the County charged with the responsibility of issuing the Certificates are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Notwithstanding any other provision in this Order, to the extent necessary to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Certificates.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The County covenants that it will regulate the use of the property financed, directly or indirectly, with the proceeds of the Certificates and will not sell, lease, or otherwise dispose of such property unless (i) the County takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code or (ii) the County seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

**Section 8. Paying Agent/Registrar.** The Paying Agent/Registrar is hereby appointed as paying agent and registrar for the Certificates and the County is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated payment office of the Paying Agent/Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered on the Register as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Order shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Order.

The County may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided, however, that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the United States Securities and Exchange Commission. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of any Paying Agent/Registrar may be

sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Order.

The County Judge and the County Clerk, respectively, are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form attached hereto as Exhibit "A".

**Section 9. Initial Certificate; Exchange or Transfer of Certificates.** Initially, one Certificate (the "Initial Certificate"), numbered I-1 as described in Section 3 of this Order and representing the entire principal amount of the Certificates, shall be registered in the name of \_\_\_\_\_ and shall be executed and submitted to the Attorney General for approval, and thereupon certified by the Comptroller or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Initial Purchaser may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Initial Purchaser designating the persons, maturities, and principal amounts to and in which the Initial Certificate is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Order and each Certificate so delivered shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

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

**Section 10. Book-Entry-Only System.** (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any



beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$5,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the County and the Paying Agent/Registrar); or (ii) the County has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the County has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the County shall use its best efforts to attempt to locate another qualified securities depository. If the County fails to locate another qualified securities depository to replace DTC, the County shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the County. In the event that the County makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the County. The County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

**Section 11. County Officers' Duties.** (a) Issuance of Certificates. The County Judge shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and all other necessary orders, certificates, and records to the Attorney General for his investigation. After obtaining the approval of the Attorney General, the County Judge shall cause the Initial Certificate to be registered by the Comptroller. The officers or acting officers of the County are authorized to execute and deliver on behalf of the County such certificates and instruments as may be necessary or appropriate prior to delivery of and payment for the Certificates to and by the Initial Purchasers.

(b) Execution of Order. The County Judge and the County Clerk, respectively, are authorized to execute the certificate to which this Order is attached on behalf of the County and to do any and all things proper and necessary to carry out the intent thereof.

**Section 12. Remedies of Owners.** In addition to all rights and remedies of any Owner provided by the laws of the State, the County covenants and agrees that in the event the County defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Order, any

Owner shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the County and other officers of the County to observe and perform any covenant, obligation, or condition prescribed in this Order. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Order shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

**Section 13. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates.** (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the County shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Certificate, or in lieu of and substitution for such Certificate lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section appearing below.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Certificates shall be made to the County. In every case the applicant for a substitute Certificate shall furnish to the County such deposit for fees and costs as may be required by the County to save it and the Paying Agent/Registrar harmless from liability. Except as hereinafter provided, in every case of loss, theft, mutilation, or destruction of a Certificate, the applicant shall also furnish to the County indemnity to the County's satisfaction and shall file with the County evidence to the County's satisfaction of the loss, theft, mutilation, or destruction and of the ownership of such Certificate. In every case of damage or mutilation of a Certificate, the applicant shall surrender the Certificate so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Certificates. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred in payment of the principal or interest on the Certificates which is then continuing, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a substitute Certificate, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Certificate, the County may charge the Owner of such Certificate with all fees and costs incurred in connection therewith. Every substitute Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the County, whether or not the lost, stolen, destroyed, damaged, or mutilated Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Certificates duly issued under this Order.

(e) Authority to Issue Substitute Certificates. This Order shall constitute sufficient authority for the issuance of any such substitute Certificate without necessity of further action by the County or any other body or person, and the issuance of such substitute Certificates is hereby authorized, notwithstanding any other provisions of this Order.

(f) Destruction of Paid Certificates. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Certificates duly paid, and promptly after any

such destruction, the Paying Agent/Registrar shall furnish to the County a certificate evidencing such destruction.

**Section 14. Redemption.** The Certificates are subject to optional redemption as described in the “Form of Certificates” appearing in Section 3 of this Order.

**Section 15. Defeasance.** (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Order (a “Defeased Certificate”) when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061, Texas Government Code (a “Depository”), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, for such payment (the “Deposit”) (A) lawful money of the United States of America sufficient to make such payment and/or (B) Governmental Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the County must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Certificates, the County shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the “Verification”); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the County’s financial advisor or a qualified financial professional of the County certifying that the amount deposited with a Depository is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the County shall also cause to be delivered an opinion of nationally-recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the County. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Order, and such principal and interest shall be payable solely from the Deposit of money or Governmental Obligations; provided, however, the County may exercise the right to redeem a Defeased Certificate if it has reserved the option to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the County: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depositary may at the written direction of the County also be invested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Governmental Obligations received by a Depositary which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the County.

(c) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

**Section 16. Order a Contract; Amendments.** This Order shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Certificate remains outstanding except as permitted in this Section. The County may, without the consent of or notice to any Owners, amend, change, or modify this Order as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Owners. The County may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Order; provided, however, that without the consent of all of the Owners of the Certificates affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount or redemption price thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on bonds or certificates on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. In the event the County desires to make any amendment or addition to or rescission of this Order requiring consent of the Owners of the Certificates, the County shall cause notice of the amendment, addition, or rescission to be given at least 30 days prior to the scheduled effective date of such action, said notice to be sent by United States mail, first-class postage prepaid, to the Owners of the Bonds at the addresses appearing on the Register at the close of business on the business day next preceding the date of mailing of such notice. Any notice so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When, at any time within one year after the date of the giving of such notice, the County receives an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners of the Certificates, which instrument or instruments refer to the proposed amendment, addition, or rescission described in such notice and specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner of the Certificates may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**Section 17. Sale and Delivery of Certificates.** (a) Sale. The sale of the Certificates to the Initial Purchaser, pursuant to the taking of competitive sealed bids at a price of \$ \_\_\_\_\_ ( \_\_\_\_\_ % of par), is hereby confirmed. The County, upon consultation with the County's financial advisor, hereby finds that the terms of the sale are in the County's best interest. It is hereby officially found, determined, and declared that the Initial Purchaser submitted the bid which results in the lowest net effective interest rate

to the County and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Order, upon payment therefor, in accordance with the terms of sale. The Initial Certificate shall be registered in the name of the Initial Purchaser. The officers of the County are hereby authorized and directed to execute and deliver such certificates, instructions, or other instruments as are required or necessary to accomplish the purposes of this Order.

(b) Approval of Official Statement. The County hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement relating to the Certificates, dated May 2, 2023 (the "Preliminary Official Statement"), prior to the date hereof, is hereby ratified and confirmed. The County hereby finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in the Rule.

**Section 18. Use of Proceeds.** The proceeds from the sale of the Certificates shall be used in the following manner: (i) \$\_\_\_\_\_ shall be deposited to the credit of the Construction Fund to be used to accomplish the purposes for which the Certificates were issued; and (ii) the balance of the proceeds shall be used to pay the cost of issuing the Certificates.

**Section 19. Continuing Disclosure.** (a) Annual Reports. The County shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Municipal Market Access System ("EMMA"), within six months after the end of each fiscal year ending in or after 2023, the financial information and operating data with respect to the County described in Exhibit "B" hereto with respect to such fiscal year or the 12-month period then ended. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in "APPENDIX A" attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the County commissions an audit and the audit is completed by the required time; provided, however, that if audited financial statements are not available by the required time, the County shall provide unaudited financial statements by the required time and the County shall provide audited financial statements when and if the audited financial statements become available.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify the MSRB of the change.

(b) Notice of Certain Events. The County will file with the MSRB notice of any of the following events with respect to the Certificates in a timely manner (and not more than 10 business days after occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as

described below; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the County, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the County, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the County, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County. The County intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the "SEC") Release No. 34-83885, dated August 20, 2018. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under subsection (a).

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

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

The provisions of this Section may be amended, supplemented, or repealed by the County from time to time under the following circumstances, but not otherwise: (a) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if the provisions of this Section, as so amended, supplemented or repealed, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment, supplement, or repeal, or any person unaffiliated with the County (such as nationally-recognized bond counsel) determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Certificates; (b) upon amendment or repeal of the applicable provisions of the Rule, or any determination by a court of final jurisdiction that such provisions are invalid; or (c) in any other circumstance or manner, but in either case only to the extent that its right to do so would not have prevented an underwriter from purchasing the Certificates in the offering described herein in compliance with the Rule. If the County amends, supplements, or repeals any of the provisions of this Section, the County must include, with its next financial information and operating data update described above in subsection (a), an explanation, in narrative form, of the reasons for the amendment, supplement, or repeal and of the impact of any change in the type of information and operating data so provided.

**Section 20. Perfection of Security Interest.** Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes and certain revenues of the Center thereto granted by the County under Section 5(a) of this Order, and such aforementioned pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds or such revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Owners a security interest in such pledge, the County agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

**Section 21. Further Procedures.** The County Judge and the County Clerk, and all other officers, employees, attorneys, and agents of the County and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the County, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Certificates, the Paying Agent/Registrar Agreement, and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Certificates, the County Judge, the County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Attorney General's office.

**Section 22. Attorney General Examination Fee.** The County recognizes that under Section 1202.004, Texas Government Code, the Attorney General requires a nonrefundable examination fee be

paid at the time of submission of the transcript of proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$9,300.00. Bond Counsel is accommodating the County by paying such fee upon submission of such transcript. Officials of the County are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The County is also authorized to reimburse the fund used for such payment with proceeds of the Certificates.

**Section 23. Other Documents.** The County Judge and the County Clerk are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates and verify that the interest on the Certificates will be exempt from gross income of the holders thereof under current federal tax law.

**Section 24. Successor Registrar, Successor Paying Agent.** The County covenants with the Owners that prior to the time all of the Certificates have been finally retired, the County will provide competent and legally qualified persons to act as and perform the services of Paying Agent/Registrar for the Certificates under this Order. The County reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Certificates upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Order by written resignation filed with the County not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Order. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Owner, by United States mail, first-class, postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

**Section 25. Nonpresentment of Certificates.** In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the County to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the County to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent/Registrar to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Order with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code.



**Section 26. Miscellaneous Provisions.** (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection, or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection, or other subdivision, as applicable, of this Order.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Order are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Order.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed and declared to be inapplicable, and the provisions of this Order shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order shall nevertheless be valid and the County hereby declares that this Order would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provision.

(e) Governing Law. This Order shall be construed and enforced in accordance with the laws of the State.

(f) Open Meeting. The County officially finds and determines the meeting at which this Order is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) Immediate Effect. Notwithstanding any charter provision or other applicable laws, this Order shall be immediately effective upon its adoption by the Commissioners Court.

PASSED AND APPROVED on first and final reading by the Commissioners Court of Brazos County, Texas, this 9th day of May, 2023.

\_\_\_\_\_  
County Judge, Brazos County, Texas

ATTEST:

\_\_\_\_\_  
County Clerk, Brazos County, Texas

## EXHIBIT A

### Paying Agent/Registrar Agreement

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of June 1, 2023 (this “Agreement”), by and between BRAZOS COUNTY, TEXAS (the “County”), and BOKF, NA, a national banking association (the “Bank”).

### RECITALS

WHEREAS, the County has duly authorized and provided for the issuance of its **“Brazos County, Texas Certificates of Obligation, Series 2023”** (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser(s) thereof as provided in the “Order” (hereinafter defined);

WHEREAS, the County has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners (hereinafter defined) thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the County and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

**Section 1.01. Appointment.** The County hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the County the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Order.

The County hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the County books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02. Compensation.** As compensation for the Bank’s services as Paying Agent/Registrar, the County hereby agrees to pay the Bank the fees and amounts set forth in Schedule “A” attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the County on or before 90 days prior to the close of the Fiscal Year (hereinafter defined) of the County, and shall be effective upon the first day of the following Fiscal Year.

In addition, the County agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions

hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE II. DEFINITIONS

**Section 2.01. Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the County in writing of any change in location of the Bank Office.

“Financial Advisor” means Public Financial Management, Inc., Austin, Texas.

“Fiscal Year” means the fiscal year of the County, ending September 30.

“Order” means the order of the governing body of the County pursuant to which the Securities are issued, certified by the County Clerk or any other officer of the County and delivered to the Bank.

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

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

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

“Record Date” means the date for determining the person to whom the interest on a Security is payable on any interest payment date of a Security.

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

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

“Security Register” means a register maintained by the Bank on behalf of the County providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Order that the principal of a Security is scheduled to be due and payable.

**Section 2.02. Other Definitions.** The terms “Bank”, “County”, and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The terms “Paying Agent/Registrar”, “Paying Agent”, and “Registrar” refer to the Bank in the performance of its duties and functions of this Agreement.

### **ARTICLE III. PAYING AGENT**

**Section 3.01. Duties of Paying Agent.** As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the principal of each Security at its Stated Maturity or Redemption Date to the Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the interest on each Security when due, by computing the amount of interest to be paid each Owner and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Owner at the Owner’s risk and expense.

**Section 3.02. Payment Dates.** The County hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

### **ARTICLE IV. REGISTRAR**

**Section 4.01. Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the County the Security Register at the Bank Office for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the County and subject to such reasonable regulations as the County and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02. Certificates.** The County shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed

Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03. Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

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

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

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than to, or at the written request of, an authorized officer or employee of the County, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the County so that the County may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05. Return of Cancelled Certificates.** The Bank will, at such reasonable intervals as it determines, surrender to the County, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities.** The County hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the County and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

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

## ARTICLE V. THE BANK

**Section 5.01. Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the County as prepared by the County's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the County as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

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

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

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

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

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

**Section 5.03. Recitals of County.** The recitals contained herein with respect to the County and in the Securities shall be taken as the statements of the County, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the County, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

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

**Section 5.05. Money Held by Bank.** A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the County and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the County and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

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

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the County at the County's election, and the Owner of such Security shall thereafter look only to the County for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the County does not so elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code.

**Section 5.06. Indemnification.** To the extent permitted by law, the County agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07. Interpleader.** The County and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its Person as well as funds on deposit, in either a federal or state district court located in the state and county where the administrative offices of the County are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The County and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08. Depository Trust Company Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but

not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**Section 5.09. Reporting Requirements of Paying Agent/Registrar.** To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the County, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the owner thereof.

## **ARTICLE VI. MISCELLANEOUS PROVISIONS**

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

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

**Section 6.03. Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the County or the Bank shall be mailed or delivered to the County or the Bank, respectively, at the addresses shown on the signature page of this Agreement. Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

**Section 6.04. Effect of Headings.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**Section 6.05. Successors and Assigns.** All covenants and agreements herein made by the parties shall bind their respective successors and assigns, whether so expressed or not.

**Section 6.06. Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07. Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.08. Entire Agreement.** This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

**Section 6.09. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.10. Termination.** This Agreement (i) will terminate on the date of final payment of the principal of and interest on the Securities to the Owners thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the County and such appointment accepted and (b) notice has been given to the Owners of the Securities of



the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and County mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the County.

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

**Section 6.11. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

**Section 6.12. Certificate of Interested Party.** If applicable, a completed Certificate of Interested Parties Form 1295 (“Form 1295”) generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code and the rules promulgated by the TEC, was previously submitted to the County by the Paying Agent/Registrar in connection with this Agreement. The County hereby agrees to acknowledge such form with the TEC through its electronic filing application within 30 days of the effective date hereof. The Paying Agent/Registrar and the County understand and agree that, with the exception of information identifying the County and the contract identification number, neither the County nor its consultants are responsible for the information contained in any Form 1295 and neither the County nor its consultants have verified such information. The Paying Agent/Registrar and the County also agree that the transactions contemplated by this Agreement and the respective obligations of the Paying Agent/Registrar and the County hereunder, shall not be modified, released, or excused by the failure of the Paying Agent/Registrar to properly complete a Form 1295, except as set forth in the following sentence. The submission of any Form 1295 by the Paying Agent/Registrar that does not provide a sufficient basis for the County to enter into this Agreement in accordance with Section 2252.908(d), Texas Government Code, shall result in the automatic dismissal and removal of the Paying Agent/Registrar from its duties and rights hereunder and the Paying Agent/Registrar shall not be considered a party to this Agreement.

**Section 6.13. No Israel Boycott.** The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.14. No Terrorist Organization.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.15. Contract Value.** The Bank hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

(Signature page follows.)

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

**BOKE, NA**  
Dallas, Texas

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Address: 5956 Sherry Lane, Suite 900  
Dallas, Texas 75225

Attest:

**BRAZOS COUNTY, TEXAS**

By\_\_\_\_\_  
Karen McQueen, County Clerk

(COMMISSIONERS COURT SEAL)

By\_\_\_\_\_  
Duane Peters, County Judge  
Address: 200 South Texas Avenue, Suite 310  
Bryan, Texas 77803

**SCHEDULE A**

**Paying Agent/Registrar Fee Schedule**

## **EXHIBIT B**

### **Description of Annual Financial Information**

The following information is referred to in Section 19 of the Order.

**Annual Financial Information and Operating Data.** The financial information and operating data with respect to the County to be updated and provided annually in accordance with such Section are as specified (and under the headings of the Official Statement referred to) below:

(a) all quantitative financial information and operating data of the general type included in the Official Statement and tables listed in the main text of the Official Statement under the captions “TAX DATA” and “FINANCIAL INFORMATION”;

(b) audited financial statements of the County, if the County commissions an audit and the audit is completed by the required time, and, if audited financial statements are not available by the required time, unaudited financial statements and audited financial statements when and if they become available; and

(c) the data attached to the Official Statement as “APPENDIX A”.

**Accounting Principles.** The accounting principles, with respect to the County, referred to in such Section are the accounting principles described in “APPENDIX A” attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation.