

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement ("Agreement") is made and entered into by and between the Collin County, Texas (the "Issuer") and Hutchinson, Shockey, Erley & Co.

WITNESSETH:

WHEREAS, the Issuer presently intends to issue Tax Note, Series 2018 in the approximate amount of \$18,100,000 (the "Series 2018 Note") and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to obtain the professional services of Hutchinson, Shockey, Erley & Co. to serve as the placement agent for the Series 2018 Note; and

WHEREAS, Hutchinson, Shockey, Erley & Co. is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the Series 2018 Note.

NOW, THEREFORE, the Issuer and Hutchinson, Shockey, Erley & Co., in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, Hutchinson, Shockey, Erley & Co. agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the Series 2018 Note; and for having rendered such services, the Issuer agrees to pay to Hutchinson, Shockey, Erley & Co. the compensation as provided in Section III hereof. Hutchinson, Shockey, Erley & Co.'s services as placement agent shall include, without limitation, assisting the Issuer in locating potential purchasers of the Series 2018 Note on a "best efforts" basis and discussing terms of the Series 2018 Note with potential purchasers.

Hutchinson, Shockey, Erley & Co. proposes to serve as a placement agent, not as a financial advisor or municipal advisor, in connection with the issuance of the Series 2018 Note. However, in the course of acting as a placement agent, Hutchinson, Shockey, Erley & Co. may provide advice concerning the structure, timing, terms and other matters relating to the issuance of the Series 2018 Note.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid Hutchinson, Shockey, Erley & Co. in full the placement agent fee and all reimbursable expenses.

**SECTION III
COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to Hutchinson, Shockey, Erley & Co. for the services set forth and described in Section I of this Agreement with respect to the issuance of the Series 2018 Note during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Issuer and Hutchinson, Shockey, Erley & Co., such fees, together with any other fees as may have been mutually agreed upon and all expenses for which Hutchinson, Shockey, Erley & Co. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Series 2018 Note to the Issuer. Hutchinson, Shockey, Erley & Co. has not received nor will it collect any compensation or other consideration from the buyer(s).

**SECTION IV
ISSUER ACKNOWLEDGMENTS**

The Issuer acknowledges and agrees that:

1. Hutchinson, Shockey, Erley & Co. is being retained to act as placement agent for the Note.
2. Rule G-17 of the Municipal Securities Rulemaking Board requires a placement agent such as Hutchinson, Shockey, Erley & Co. to deal fairly at all times with the Issuer and investors.
3. The transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and Hutchinson, Shockey, Erley & Co., and Hutchinson, Shockey, Erley & Co. has financial and other interests that differ from those of the Issuer.
4. Hutchinson, Shockey, Erley & Co. is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer. Unlike a municipal advisor, Hutchinson, Shockey, Erley & Co. does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
5. Hutchinson, Shockey, Erley & Co. will review the documentation for the Series 2018 Note in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the offering of the Series 2018 Note.
6. Hutchinson, Shockey, Erley & Co.'s compensation under this Agreement is contingent on the closing of the offering of the Series 2018 Note. Such contingent compensation presents a conflict of interest, because it may cause Hutchinson, Shockey, Erley & Co. to recommend the offering even if it is unnecessary or to recommend that the size of the offering be larger than is necessary.
7. Hutchinson, Shockey, Erley & Co. has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether Hutchinson, Shockey, Erley & Co. or any of its affiliates has provided other services or is providing other services to the Issuer on other matters.
8. The only obligations Hutchinson, Shockey, Erley & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement.

9. The Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.
10. Hutchinson, Shockey, Erley & Co. certifies and agrees that it (i) does not, nor will not so long as the Services Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.

**SECTION V
MISCELLANEOUS**

1. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, without regard to its conflicts of law principles.
2. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and Hutchinson, Shockey, Erley & Co., their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.

HUTCHINSON, SHOCKEY, ERLEY & CO.

By:  _____

Name: Mark C. Nitcholas

Title: Managing Director

COLLIN COUNTY, TEXAS

By:  _____

Name: Keith Self

Title: County Judge

Date: 5/15/18

ATTEST:


Secretary

APPENDIX A

The fees due Hutchinson, Shockey, Erley & Co. will not exceed those contained in the fee schedule as listed below:

\$3,000.00