

**TRANSCRIPT OF PROCEEDINGS
RELATING TO**

**COLLIN COUNTY
TAX NOTES
SERIES 2018**

Dated: July 17, 2018

BRACEWELL

**BRACEWELL LLP
1445 ROSS AVENUE, SUITE 3800
DALLAS, TEXAS 75201-2711**

DALLAS, TEXAS 75201-2711

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TAX NOTES
SERIES 2018

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CERTIFICATE FOR ORDER

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

1. The Commissioners Court of Collin County, Texas (the "Commissioners Court") convened in regular meeting, on June 18, 2018, at the Collin County Administration Building located at 2300 Bloomdale Road, McKinney, Texas, and the roll was called of the duly constituted and acting members of the Commissioners Court, to wit:

Keith Self, County Judge
Susan Fletcher, Commissioner, Precinct No. 1
Cheryl Williams, Commissioner, Precinct No. 2
John Thomas, Commissioner, Precinct No. 3
Duncan Webb, Commissioner, Precinct No. 4

and all of the members of the Commissioners Court were present, thus constituting a quorum. Whereupon, among other business, a written Order bearing the following caption was introduced for consideration by the Commissioners Court:

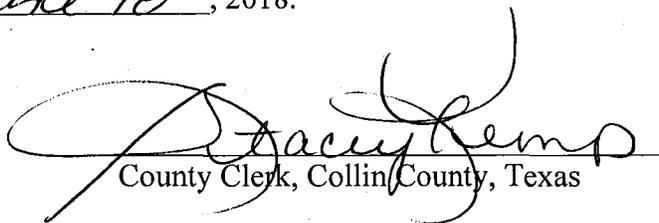
AN ORDER OF THE COMMISSIONERS COURT OF COLLIN COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF COLLIN COUNTY, TEXAS, TAX NOTES, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$18,100,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE TERMS AND PROVISIONS OF SAID NOTES; APPROVING A PURCHASE AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for consideration of said Commissioners Court. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: 5
NOES: 0
ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in the official minutes of said Commissioners Court; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Order, were the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Order would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, TEX. GOV'T CODE ANN., as amended.

SIGNED AND SEALED this June 10, 2018.


County Clerk, Collin County, Texas



ORDER

AUTHORIZING THE ISSUANCE OF

\$18,100,000
COLLIN COUNTY, TEXAS
TAX NOTES
SERIES 2018

Adopted: June 18, 2018

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AN ORDER OF THE COMMISSIONERS COURT OF COLLIN COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF COLLIN COUNTY, TEXAS, TAX NOTES, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$18,100,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE TERMS AND PROVISIONS OF SAID NOTES; APPROVING A PURCHASE AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

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

WHEREAS, the County Auditor and the Director of Budget and Finance for the County have recommended to the Commissioners Court that the Notes be issued in the amount and for the purposes described in this Order authorizing the issuance of the Notes; and

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

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

BE IT ORDERED BY THE COMMISSIONERS COURT OF COLLIN COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

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

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated

under such section, (b) any successor provision of similar import hereinafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

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

“Initial Note” means the Note described in Section 3.04(d) and 6.02(d).

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

“Interest Payment Date” means the date or dates upon which interest on the Notes is scheduled to be paid until the maturity of the Notes, such dates being February 15 and August 15 of each year commencing February 15, 2019.

“Note” means any of the Notes.

“Notes” means the County’s tax notes entitled “Collin County, Texas, Tax Notes, Series 2018” authorized to be issued by Section 3.01 of this Order.

“Order” means this Order.

“Original Issue Date” means the Closing Date.

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

“Paying Agent/Registrar” means initially JPMorgan Chase Bank, N.A., or any successor thereto as provided in this Order.

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

“Project” means the purposes for which the Notes are issued as designated in Section 3.01.

“Project Fund” means the fund established by Section 8.01(a).

“Purchaser” means DNT Asset Trust.

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

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

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

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

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

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same come due and payable and remaining unclaimed by the Owners thereof for 90 days after the applicable payment or redemption date.

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

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

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

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

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

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

ARTICLE II

SECURITY FOR THE NOTES

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

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

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

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

(e) If the liens and provisions of this Order shall be discharged in a manner permitted by applicable law, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The County's tax notes, to be designated "Collin County, Texas, Tax Notes, Series 2018," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Act, in the aggregate principal amount of \$18,100,000 for the purpose of paying contractual obligations to be incurred in connection with (i) renovating and constructing County buildings for Collin County Sub Courthouse operations; (ii) acquiring land and constructing and equipping a facility for Precinct 2 Justice of the Peace and Constable offices; (iii) acquiring election equipment for the Collin County Elections Department; (iv) constructing and equipping an extension to the Collin County Medical Examiner facilities (items 3.01(i) through 3.01(iv) collectively, the "Project");(v) paying professional services related to the Project, and (vii) paying the costs of issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest. (a) The Notes shall be dated the Closing Date, shall be in fully registered form, without coupons, in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof, and shall be numbered separately from one upward, except the Initial Note which shall be numbered T-1.

(b) The Notes shall mature on August 15 in the year and in the principal amount set forth in the following schedule:

| <u>Year</u> | <u>Principal Amount</u> | <u>Scheduled Rate</u> |
|-------------|-------------------------|-----------------------|
| 2019 | \$18,100,000 | 1.990% |

(c) Interest shall accrue and be paid on the Note until payment of the principal amount of said Note shall have been paid or provision for such payment shall have been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid

or provided for at the rate per annum for the maturity at the Scheduled Rate set forth in the schedule contained in subsection (b) above; provided in the event of a Determination of Taxability or upon the occurrence and continuation of an Event of Default, interest on the Note will be calculated as described in subsection (d) and (e), as applicable. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

(d) Definitions and Provisions Regarding Interest on the Note after a Determination of Taxability.

(1) "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) County Acknowledgment: On the date when the County files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) IRS Notice to County: on the date when the County shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the County, or upon any review or audit of the County or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iii) IRS Notice to Owner: on the date when the County shall receive notice from an Owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner the interest on the Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under clause (ii) or (iii) of this definition unless the County has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined.

(2) "Event of Taxability" means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the County, or the failure to take any action by the County, or the making by the County of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Note) which has the effect of causing interest paid or payable on any Note to become includable, in whole or in part, in the gross income of an Owner thereof for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Note to become

includable, in whole or in part, in the gross income of such Holder or former Holder for federal income tax purposes.

(3) "Taxable Rate" means 2.53%.

(e) Interest Rate on the Note following a Determination of Taxability.

(1) *Taxable Rate.* In the event a Determination of Taxability occurs, the Note shall bear interest at the Taxable Rate effective as of the effective date of the Determination of Taxability. Interest at the Taxable Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled Interest Payment Dates.

(f) Interest Rate on the Note during an Event of Default.

(1) *Default Rate.* Upon failure of the County to make any payment of principal or interest on the Note when due and payable and the continuation of such non-payment for a period of five business days thereafter or upon the occurrence of any other Event of Default, the Note will thereafter bear interest at the rate of 8.00% per annum (the "Default Rate") until such time as the payment of such past due amounts has been made by the County or other Event of Default has been cured by the County, as applicable, or the final maturity of the Note, whichever is the earlier to occur. Upon the payment of any past due amounts, the Note will cease to bear interest at the Default Rate and resume bearing interest at the Scheduled Rate or Taxable Rate, as applicable. Interest at the Default Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled Interest Payment Dates.

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

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to

whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Notes, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

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

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

Section 3.04. Execution and Initial Registration. (a) The Notes shall be executed on behalf of the County by the County Judge and County Clerk of the County, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the County had been manually impressed upon each of the Notes.

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

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

Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Note representing the entire principal amount of the Notes, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the County Judge and the County Clerk of the County, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee.

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

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

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

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

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

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

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

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

Section 3.08. Temporary Notes. (a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

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

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

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

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

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

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

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

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

ARTICLE IV

NO REDEMPTION

Section 4.01. No Redemption. The Notes shall not be subject to redemption before scheduled maturity.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The County hereby appoints JPMorgan Chase Bank, N.A., Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall

make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of the Note to which payments with respect to the Notes shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

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

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

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

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

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

Section 5.04. Termination. The County reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Notes.

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

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

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

ARTICLE VI

FORM OF THE NOTES

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

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

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

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

corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of JPMorgan Chase Bank, N.A., as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered limited tax notes specified in the title hereof issued in the aggregate principal amount of \$18,100,000 (herein referred to as the "Notes") pursuant to a certain Order of the Commissioners Court of the County (the "Order") for the purpose of paying contractual obligations to be incurred in connection with the acquisition of the Project (as defined in the Order), to pay for professional services related to the Project and to pay the costs of issuance related to the Notes.

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

The Notes are not subject to redemption prior to maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such indorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

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

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

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

County Clerk, Collin County, Texas

County Judge, Collin County, Texas

(SEAL)

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Dated: _____

JPMORGAN CHASE BANK, N.A.,
as Paying Agent/Registrar

By: _____
Authorized Signatory

(c) [Form of Assignment]

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Initial Note Insertions.

(i) The Initial Note shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below";

B. in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on August 15 in the year, in the principal installment and bearing interest at the per annum rate set forth in the following schedule:

| | | |
|-------------|------------------------------|----------------------|
| <u>Year</u> | <u>Principal Installment</u> | <u>Interest Rate</u> |
|-------------|------------------------------|----------------------|

(Information to be inserted from Section 3.02(b) hereof); and

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

SEAL

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

Section 6.04. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the back of or attached to the Note over the certification of the County Clerk of the County, which may be executed in facsimile.

ARTICLE VII

**SALE OF THE NOTES;
CONTROL AND DELIVERY OF THE NOTES**

Section 7.01. Sale of Notes; Official Statement.

(a) The Notes are hereby officially sold and awarded to DNT Asset Trust (the "Purchaser"), for a purchase price equal to the principal amount thereof, being the best terms available to the County, pursuant to a purchase agreement (the "Purchase Agreement") between the County and the Purchaser, such Purchase Agreement being hereby approved. The County

Judge is hereby authorized and directed to execute and deliver the Purchase Agreement to the Purchaser. The Initial Note shall be registered in the name of the Purchaser or its designee.

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

(c) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the County, which opinion shall be dated as of and delivered on the Closing Date.

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

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

(c) All officers of the County are authorized to take such actions and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Notes.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

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

(i) The Collin County, Texas, Tax Notes, Series 2018, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(ii) The Collin County, Texas, Tax Notes, Series 2018, Project Fund (the "Project Fund").

(b) The Interest and Sinking Fund and the Project Fund shall be maintained at an official depository of the County.

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

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

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

Section 8.03. Project Fund. (a) Money on deposit in the Project Fund, including investment earnings thereon, shall be used for the purposes specified in Section 3.01 of this Order.

(b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund, unless a change in law permits or authorizes all or any part of such funds to be used for other purposes.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Order shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.05. Deposit of Proceeds. The proceeds from the sale of the Notes shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

Section 8.06. Investments. (a) Money in the Interest and Sinking Fund and the Project Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.

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

Section 8.07. Investment Income. Interest and income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes. While any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants. (a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in the Note; the County will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, the Note on the dates and at the places and manner prescribed in such Note; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The County intends that the interest on the Note be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, inclusive. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Note to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150 of the Code, inclusive, that is applicable to the Note. In particular, the County covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the County will not be required to comply with any particular requirement of this Section 9.03, if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03.

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

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

(d) No Hedge Bonds. The County covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action,

within its control, that, if taken or omitted, respectively, would cause the Note to be “hedge bonds” within the meaning of section 149(g) of the Code.

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

(f) Arbitrage Rebate. If the County does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the County will take all steps necessary to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Note (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Note as may be required to calculate the amount earned on the investment of the gross proceeds of the Note separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Note that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Note, or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

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

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

(i) Registration. The Notes will be issued in registered form.

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

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

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to-wit:

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

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

Section 10.02. Remedies for Default. (a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 10.03. Remedies Not Exclusive. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Order.

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

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The Note may be refunded, defeased or discharged in any manner permitted by applicable law.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments. This Order shall constitute a contract with the Owners, be binding on the County, and shall not be amended or repealed by the County so long as any Note remains outstanding except as permitted in this Section. The County may, without consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIII

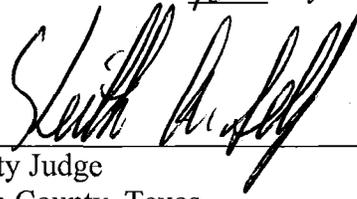
MISCELLANEOUS

Section 13.01. Changes to Order. The County Judge, County Administrator and County Auditor, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Notes by the Attorney General of Texas.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Order.

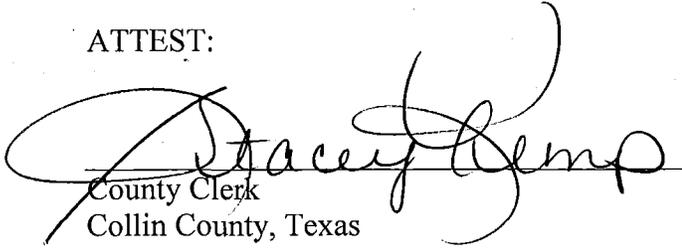
Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Notes.

FINALLY PASSED, APPROVED AND EFFECTIVE THIS 18th day of June, 2018.



County Judge
Collin County, Texas

ATTEST:



County Clerk
Collin County, Texas



PURCHASE LETTER

June 18, 2018

Honorable County Judge and Commissioners Court
Collin County, Texas
2300 Bloomdale Road
McKinney, Texas 75071

Re: \$18,100,000 Collin County, Texas Tax Note, Series 2018

Ladies and Gentlemen:

DNT Asset Trust (the "Purchaser") hereby offers to purchase from Collin County, Texas (the "County") the captioned Note (the "Note") and, upon acceptance of this offer by the County, such offer will become a binding agreement between the Purchaser and the County. This offer must be accepted by 10:00 p.m., McKinney, Texas time, June 18, 2018, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Note will be \$18,100,000.
2. Purchaser's Fees: The County shall pay the Purchaser's Counsel fees in the amount of \$3,500 out of the proceeds of the Note.
3. Terms of Note: The Note shall be issued in the principal amount of \$18,100,000 and shall bear interest at such rates, mature on such dates and in such amounts, and have such other terms and conditions as are set forth in the in the order (the "Note Order") adopted by the Commissioners Court of the County on June 18, 2018. Purchaser has received a copy of the Note Order. Pursuant to and as more fully described in the Note Order, the Note shall be secured by and payable from a direct and continuing ad valorem tax levied, within the limits prescribed by law, on all taxable property in the County.

In order to lock the interest rate for the Note, the County agrees that if for any reason within the County's control the County or its professionals or advisors fail to deliver any documents or payments described in clauses (a), (b), (d) or (e) of Section 5 hereof by the Closing (as defined below) or at such other time as shall be mutually agreed upon ("Rate Lock Funding Date"), then the County shall pay as liquidated damages a Reinvestment Premium (as defined below) to the Purchaser, within five (5) business days of the Purchaser's written request, as further described below.

(i) A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Note calculated at the Swap Rate (defined below) on the date on which this Agreement is executed ("Rate Lock Date") plus 0 basis points, and (ii) equals the total scheduled interest payments due on the Note calculated at the Swap Rate on the date on which the rate lock provided by the Purchaser

is broken (“Rate Lock Breakage Date”). For purposes of calculating the Reinvestment Premium, “Swap Rate” means the USD 1100 ICE Swap Rate that appears on Reuters page “ICESWAP1” or any successor page established by Reuters (the “Service”) at approximately 11:15 a.m., New York City time on the applicable date for the designated tenor or the following alternatives, as applicable: (i) If the Service does not publish a USD 1100 ICE Swap rate on either the Rate Lock Date or the Rate Lock Breakage Date, the most recent USD ICE Swap Rate published by the Service as of the Rate Lock Date or Rate Lock Breakage Date, as applicable, will be utilized; (ii) if the Service no longer publishes a USD 1100 ICE Swap Rate, the USD ICE Swap Rate published by the Service at different times on that date may be utilized; (iii) if the Service no longer publishes any USD ICE Swap Rates, the Purchaser may utilize other comparable sources for determining the value of the USD ICE Swap Rates or may, in lieu of the USD ICE Swap Rates, utilize other US dollar interest rate swap rates obtained from other sources that it determines, in its discretion in accordance with customary market practices, provide current market-based information as to mid-price US dollar interest rate swap rates; or (iv) if there is no Swap Rate for the designated tenor, the applicable Swap Rate will be based upon the linear interpolation between the Swap Rates reported by the Service (or alternative sources) for the closest tenors above and below the designated tenor. The Purchaser's determination of the interpolated rate shall be deemed conclusive absent manifest error.

(ii) If (ii) above is equal to or greater than (i) above, the no Reinvestment Premium is due.

(iii) “Reinvestment Premium” means an amount equal to the net present value of the difference in scheduled interest payments of (ii) above less (i) above for each scheduled interest period, discounted at the Swap Rate as of the Rate Lock Breakage Date, as determined above.

4. Closing: The County shall deliver the Note to, or for the account of, the Purchaser and the Purchaser shall purchase the Note at 10:00 a.m. Dallas time, on July 17, 2018, or at such other time as shall be mutually agreed upon (hereinafter referred to as the “Closing”). The Closing shall take place at the offices of Bracewell LLP, Dallas, Texas, or such other location as may be mutually agreed upon.
5. Conditions to Closing: Neither the Purchaser nor the County shall have any obligation to consummate the purchase of the Note unless the following requirements have been satisfied prior to Closing:
 - a) The Purchaser shall have received a certified copy of the Note Order.
 - b) The County shall have delivered a no-litigation certificate.
 - c) Bracewell LLP shall have received an executed Federal Tax Certificate and an executed Issue Price Certificate in such forms as are sufficient to support its opinion described in paragraph 5(d), below.

- d) Bracewell LLP shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Note and as to the exemption of the interest thereon from federal income taxation.
 - e) The Note shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
 - f) Nothing shall have occurred prior to the Closing which in the reasonable opinion of the Purchaser has had or could reasonably be expected to have a materially adverse effect on the County's financial condition and operations as reflected in the financial statements of the County as of September 30, 2017.
 - h) The County's limited tax bonds shall be rated at least Aaa by Moody's Investors Service and AAA by S&P Global Ratings.
6. Acknowledgements and Representations of the Purchaser.
- a) The Purchaser is a "bank" as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act") or an "accredited investor" within the meaning of Section 2(a)(15) of the 1933 Act and/or a "qualified institutional buyer" as defined in Rule 144A under the 1933 Act, as amended.
 - b) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Note to be able to evaluate the risks and merits of purchase of the Note.
 - c) The Purchaser is acquiring the Note for its own account as evidence of a loan or for the account of a permitted transferee, and not with a view to, or for present sale in connection with, any distribution of the Note or any part thereof.
 - d) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the County and the Note, and has made an independent credit decision based upon such inquiry and analysis. The County has furnished to the Purchaser all the information that the Purchaser, as a reasonable investor, has requested of the County as a result of the Purchaser having attached significance thereto in making a purchase decision with respect to the Note, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the County and the Note. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Note.
 - e) The Purchaser understands that the Note has not been registered with any federal or state securities agency or commission.
 - f) The Purchaser acknowledges that the Note is transferrable only by notation on the Register maintained by the Registrar and is freely transferrable provided that:

- (i) the transferring holder thereof shall first have complied with any then applicable state and federal securities laws and regulations;
- (ii) the transferring holder thereof can transfer the Note only to:
 - (A) a transferee who executes and delivers to the County a letter of the transferee containing substantially the representations set forth in this Section 6; or
 - (B) a transferee who qualifies as a qualified institutional investor; or
 - (C) a transferee who qualifies as an “accredited investor” within the meaning of Section 2(a)(15) of the 1933 Act, including a transferee who qualifies as a national bank or banking institution organized under the laws of any state acting in its individual or fiduciary capacity; or
 - (D) a securitization Special Purpose Vehicle (“SPV”), the interests in which SPV are sold to institutional investors only; and
- (iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the County’s finances without the prior review and written consent of the County, in the County’s sole discretion. However, the transferring holder will be permitted to disclose any of the County’s publicly available financial information.

Subject to the provisions and restrictions in this Section 6(f) hereof, the Purchaser may without limitation (i) at any time sell, assign, pledge or transfer the Note or the Purchaser’s rights and obligations under the Note to one or more assignees and/or participants which may include affiliates of the Purchaser; and (ii) at the Purchaser’s option, disclose information and share fees with such assignees and/or participants.

7. Audited Financial Statements. The County agrees to provide to Purchaser a copy of its audited financial statements within 270 days of the end of each fiscal year. The County may satisfy such obligation by emailing such statements to annmarie.daniel@jpmorgan.com.
8. Survival and Severability: For so long as the Note remain outstanding, the covenants made in paragraphs 6, 7, 13 through 15 herein shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto or (ii) delivery of and payment for the Note hereunder.
9. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: NOTICE: THIS PURCHASE LETTER, THE NOTE ORDER, AND THE NOTE TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR

SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

10. Compliance with Section 2270.002 of the Texas Government Code. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Purchaser verifies that except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, the Purchaser (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Purchaser) does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this 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 contractual 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.
11. Compliance with Subchapter F of Chapter 2252 of the Texas Government Code. As of the date hereof, the Purchaser represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Purchaser is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code as noted on a list identified in the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>.
12. The County acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the County and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the County, (iii) the Purchaser and its affiliates are relying on one or more exemptions in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the County on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the County, and (vi) the County has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.
13. JPMorgan Chase Bank, N.A., its successors or assigns, or any other entity subsequently appointed by the majority of the registered owners of the Note, shall act as the

representative on behalf of the registered owners of the Note and shall be the party which provides consent, direct remedies and takes all actions on behalf of the registered owners of the Note under this Agreement, the Note Order, the Note or any combination of the foregoing.

14. The County agrees that the Purchaser may provide any information or knowledge the Purchaser may have about the County or about any matter relating to the Note to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of the Note, or participants or assignees of the Note.
15. The County may post final Note documentation on a national public bond market repository provided that certain information be redacted by the County as directed by the Purchaser. Items that should be redacted include pricing, financial ratio covenants, signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

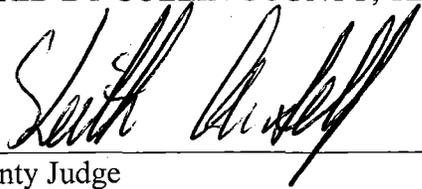
[Execution Pages to Follow]

If this purchase agreement meets with your approval, please execute it in the place provided below.

DNT ASSET TRUST

By: Ann Marie Daniel
Name: Ann Marie Daniel
Title: Authorized Officer

ACCEPTED BY COLLIN COUNTY, TEXAS:

By: 
County Judge
Collin County, Texas

PAYING AGENT/REGISTRAR AGREEMENT

between

COLLIN COUNTY, TEXAS

and

JPMORGAN CHASE BANK, N.A.

Pertaining to

Collin County, Texas
Tax Notes, Series 2018

Dated as of June 18, 2018

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Annex A – Schedule of fees and services as Paying Agent/Registrar

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this "Agreement"), dated as of June 18, 2018, is by and between the COLLIN COUNTY, TEXAS (the "Issuer"), and JPMORGAN CHASE BANK, N.A. (the "Bank"), a national banking association duly organized and existing under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Tax Notes, Series 2018 (the "Notes"), to be issued as registered securities without coupons; and

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

Section 1.02 Compensation. (a) As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto.

(b) The Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions. The terms "Agreement," "Bank," "Notes," and "Issuer" have the meanings assigned them in the recitals hereto. Capitalized terms used herein and not defined herein shall have the meanings assigned in the Order. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

"Bank Office" means the Bank's office in Dallas, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Hilltop Securities Inc. and its successor in that capacity.

"Fiscal Year" means the fiscal year of the Issuer.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the County Judge, the County Clerk, or any other authorized representative of the Issuer and delivered to the Bank.

"Order" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Notes are issued, certified by the County Clerk or any other officer of the Issuer, and delivered to the Bank.

"Owner" means the Person in whose name a Note is registered in the Register.

"Paying Agent" means the Bank when it is performing the functions of paying agent associated with the terms in this Agreement.

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

"Record Date" has the meaning assigned in the Order.

"Register" means a register in which the Registrar shall provide for the registration and transfer of Notes.

"Registrar" means the Bank when it is performing the functions of registrar associated with the terms of this Agreement.

"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, Underwriting Associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers.

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

ARTICLE III

PAYING AGENT

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

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

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

Section 3.03 Anti-Boycott Verification. The Bank represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 3.04 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Bank nor any wholly

owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

Section 3.05 Form 1295 Exemption. The Bank represents that it is a wholly owned subsidiary of JPMorgan Chase Bank, N.A., a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

ARTICLE IV

REGISTRAR

Section 4.01 Transfer and Exchange. (a) The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Note as herein provided. The Bank agrees to maintain the Register while it is Registrar. The Bank shall keep the Register at the Bank Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Order, the Bank shall provide for the registration and transfer of the Notes.

(b) The Note shall be subject to transfer and exchange as set forth in the Order.

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

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

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

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

(b) The Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

Section 4.05 Cancellation of Notes. The Note surrendered to the Bank for payment, redemption, transfer, exchange, or replacement shall be promptly cancelled by it upon the making of proper records regarding such payment, transfer, exchange or replacement. The Issuer may at any time deliver to the Bank for cancellation any Note previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and the Note so delivered shall be promptly cancelled by the Bank and disposed in accordance with applicable law.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Notes. (a) Subject to the provisions and conditions of this Section 4.06 and Section 3.09(a) of the Order, the Issuer hereby instructs the Bank to deliver a fully registered Note in exchange for or in lieu of mutilated, destroyed, lost, or stolen Note as long as the same does not result in an overissuance.

(b) The Issuer hereby accepts the Bank's current blanket bond for a lost, stolen, or destroyed Note and any future substitute blanket bond for lost, stolen, or destroyed Note that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement.

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

ARTICLE V

THE BANK

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

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

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

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or

in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

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

(e) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Note in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agents. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer 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.

(f) 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.

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

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

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

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

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

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

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

(e) The Bank shall deposit any moneys received from the Issuer into an account to be held in a paying agent capacity for the payment of the Note. Payments made from such account shall be made by check drawn on such account unless the owner of such Note shall, at its own expense and risk, request such other medium of payment.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees, and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence, bad faith or willful misconduct on their part arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article VI of the Order, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

(a) if to the Issuer: Collin County, Texas.
2300 Bloomdale Rd, Suite 3100
McKinney, TX 75071
Attn: County Auditor

(b) if to the Bank: JPMorgan Chase Bank, N.A.
2200 Ross Ave., 8th Floor
Dallas, Texas 75201
Attention: Keba Batie

Section 6.04 Bank to Give Notice of Change. The Bank hereby agrees that it will give notice to the Issuer and the Owners of (a) any change in the name of the Bank after the date hereof, (b) any change in the location of the Bank Office or a change in the mailing address of the Bank, and (c) any merger or other change in the corporate structure affecting the name, location and address of the Bank, in each case within ten (10) business days of the effective date of such change.

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

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

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

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

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

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

Section 6.11 Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal, redemption premium, if any, and interest of the Note or if DNT Asset Trust or an affiliate thereof is not the sole holder of the Notes.

(b) This Agreement may be earlier terminated upon 45 days written notice by either party; provided, that, no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement.

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

Section 6.12 Merger, Conversion, Consolidation or Succession. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto; provided, however, that the resulting entity must qualify to serve as the Paying Agent/Registrar under the terms of the Ordinance and Texas law. In case any Note shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Note so registered with the same effect as if such successor Bank had itself registered such Note. The Bank shall notify the Issuer of any changes described in this paragraph in accordance with Section 6.04.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Execution Pages Follow]

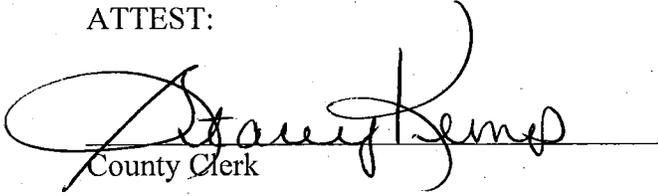
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COLLIN COUNTY, TEXAS

By: _____

County Judge

ATTEST:


County Clerk

JPMORGAN CHASE BANK, N.A.,
as Paying Agent/Registrar

By: Ann Marie Daniel
Title: Authorized officer

Paying Agent/Registrar Agreement

ANNEX "A"

SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

GENERAL AND NO-LITIGATION CERTIFICATE

We, the undersigned officers and officials of Collin County, Texas (the "County"), hereby certify the following information:

I. General

1.1. This certificate is executed for and on behalf of said County with reference to the issuance of the COLLIN COUNTY, TEXAS TAX NOTES, SERIES 2018 (the "Notes"), dated July 17, 2018. Capitalized terms used herein and not otherwise defined shall have the meanings assigned in the order adopted by the Commissioners Court on June 18, 2018 (the "Order") authorizing the issuance of the Notes.

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

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

Keith Self, County Judge
Susan Fletcher, Commissioner, Precinct No. 1
Cheryl Williams, Commissioner, Precinct No. 2
John Thomas, Commissioner, Precinct No. 3
Duncan Webb, Commissioner, Precinct No. 4
Jeff May, County Auditor
Stacey Kemp, County Clerk
Kenneth L. Maun, Tax Assessor-Collector
Bill Bilyeu, County Administrator

1.4. According to the tax rolls of the County for the tax year 2017, which are the latest approved tax rolls of the County, the total assessed value of real property and personal property subject to taxation by the County is \$124,035,906,716.

1.5. After giving effect to the issuance of the Notes, the total principal amount of presently outstanding indebtedness of the County payable from an ad valorem tax levied pursuant to Article VIII, Section 9 of the Texas Constitution, is \$100,840,000.

1.6. A debt service schedule for the Notes and all other outstanding indebtedness of the County payable from an ad valorem tax levied pursuant to Article VIII, Section 9, of the Texas Constitution is attached hereto as Exhibit A and incorporated herein by reference for all purposes.

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

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

1.9. A true and correct statement of the debt service tax rates for the County is set forth in Exhibit B, such exhibit being incorporated herein by reference.

1.10. With respect to the contracts contained within this transcript of proceedings, all disclosure filings and acknowledgments required by Section 2252.908, Texas Government Code, and the rules of the Texas Ethics Commission related to said provision, have been made.

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

1.12. The undersigned County Judge and County Clerk officially executed and signed the Notes, including the initial Note delivered to the purchaser of the Notes (the "Initial Note"), by manual signature or by causing facsimiles of our manual signatures to be imprinted or lithographed on each of the Notes, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Notes; at the time we so executed and signed the Notes we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein and authorized to execute the same; and we have caused the official seal of the County to be impressed, printed, or lithographed on each of the Notes, and said seal on the Notes has been duly adopted as, and is hereby declared to be, the official seal of the County.

1.13. The Notes, including the Initial Notes, are substantially in the form, and have been duly executed and signed in the manner prescribed in the Order.

1.14. No litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of the Notes, the levy or the collection of the ad valorem taxes to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting or affecting the validity of the Notes, the Order authorizing the issuance of the Notes or the Confirming Order, the powers of the County or contesting the authorization of the Notes, the Order or the Confirming Order.

[EXECUTION PAGE FOLLOWS]

EXECUTED AND DELIVERED ON July 17, 2018.

Manual Signatures

Official Titles

Keith Self

County Judge, Collin County, Texas

Stacey Kemp

County Clerk, Collin County, Texas

Jeff May

County Auditor, Collin County, Texas

Bill Bilyeu

County Administrator, Collin County, Texas

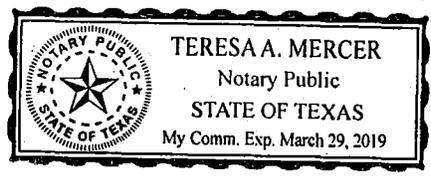
STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Keith Self, Stacey Kemp, Jeff May and Bill Bilyeu, the County Judge, County Clerk, County Auditor and County Administrator, respectively, of Collin County, Texas, each known to me to be the person who signed the above and each acknowledged to me that such person executed the above and foregoing Certificate in my presence for the purposes stated therein.

Given under my hand and seal of office this June 18, 2018



Teresa A. Mercer
Notary Public, State of Texas

[NOTARY SEAL]

COLLIN COUNTY, TEXAS

| Fiscal Year Ending 9/30 | Limited Tax | | The Tax Notes | | Total |
|----------------------------------|----------------------|----------------------|----------------------|-------------------|-----------------------|
| | Outstanding Debt | | | | Debt |
| | Principal | Interest | Principal | Interest | Service |
| 2018 | \$ 11,315,000 | \$ 3,740,993 | | | \$ 15,055,993 |
| 2019 | 11,685,000 | 3,307,312 | 18,100,000 | 388,205 | 33,480,516 |
| 2020 | 9,315,000 | 2,909,295 | | | 12,224,295 |
| 2021 | 9,605,000 | 2,555,787 | | | 12,160,787 |
| 2022 | 9,580,000 | 2,188,042 | | | 11,768,042 |
| 2023 | 7,850,000 | 1,822,394 | | | 9,672,394 |
| 2024 | 8,215,000 | 1,454,987 | | | 9,669,987 |
| 2025 | 7,740,000 | 1,087,529 | | | 8,827,529 |
| 2026 | 5,500,000 | 765,404 | | | 6,265,404 |
| 2027 | 3,235,000 | 537,531 | | | 3,772,531 |
| 2028 | 3,185,000 | 371,890 | | | 3,556,890 |
| 2029 | 2,820,000 | 214,593 | | | 3,034,593 |
| 2030 | 875,000 | 123,394 | | | 998,394 |
| 2031 | 910,000 | 92,438 | | | 1,002,438 |
| 2032 | 785,000 | 62,900 | | | 847,900 |
| 2033 | 565,000 | 39,209 | | | 604,209 |
| 2034 | 435,000 | 21,631 | | | 456,631 |
| 2035 | 295,000 | 9,259 | | | 304,259 |
| 2036 | 145,000 | 2,175 | | | 147,175 |
| Totals | \$ 94,055,000 | \$ 21,306,763 | \$ 18,100,000 | \$ 388,205 | \$ 133,849,968 |

EXHIBIT B

TABLE 5 - TAX RATE DISTRIBUTION ANALYSIS

| | Tax Year | | | | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| | 2017 | 2016 | 2015 | 2014 | 2013 |
| <u>Limited Constitutional Taxes</u> ⁽¹⁾ | | | | | |
| Operating Fund | \$ 0.136477 | \$ 0.149795 | \$ 0.165800 | \$ 0.173268 | \$ 0.176334 |
| Limited Tax Debt Service Fund | 0.014314 | 0.013575 | 0.013679 | 0.017131 | 0.019378 |
| Total Constitutional Tax Rate | <u>\$ 0.150791</u> | <u>\$ 0.163370</u> | <u>\$ 0.179479</u> | <u>\$ 0.190399</u> | <u>\$ 0.195712</u> |
| <u>Unlimited Constitutional Taxes</u> ⁽²⁾ | | | | | |
| Road & Bridge Fund | \$ 0.000000 | \$ 0.000400 | \$ 0.004000 | \$ 0.004000 | \$ 0.004000 |
| Permanent Improvement Fund | 0.002319 | 0.003000 | 0.000000 | 0.000000 | 0.000000 |
| Unlimited Tax Debt Service Fund | 0.039136 | 0.041625 | 0.041521 | 0.040601 | 0.037788 |
| Total Tax Rate | <u>\$ 0.192246</u> | <u>\$ 0.208395</u> | <u>\$ 0.225000</u> | <u>\$ 0.235000</u> | <u>\$ 0.237500</u> |

(1) Taxes levied pursuant to Article XIII, Section 9 of the Texas Constitution, limited to \$0.80 per \$100 of taxable assessed valuation for general operations and limited tax debt.

(2) To support debt issued pursuant to Article III, Section 52 of the Texas Constitution.

TABLE 3 - VALUATION AND GENERAL OBLIGATION DEBT HISTORY

| Fiscal Year Ended 9/30 | Estimated Population | Taxable Assessed Valuation ⁽¹⁾ | Taxable Assessed Valuation Per Capita | Tax Debt Outstanding at End of Year | Ratio Tax Debt to Taxable Assessed Valuation | Funded Debt Per Capita |
|------------------------|------------------------|---|---------------------------------------|-------------------------------------|--|------------------------|
| 2014 | 851,920 ⁽²⁾ | \$ 79,238,767,392 | \$ 93,012 | \$ 391,410,000 | 0.49% | \$ 459 |
| 2015 | 873,840 ⁽²⁾ | 86,871,450,852 | 99,413 | 402,795,000 | 0.46% | 461 |
| 2016 | 901,170 ⁽²⁾ | 96,807,570,324 | 107,424 | 395,590,000 | 0.41% | 439 |
| 2017 | 932,530 ⁽²⁾ | 109,041,422,918 | 116,931 | 352,380,000 | 0.32% | 378 |
| 2018 | 957,988 ⁽³⁾ | 124,035,906,716 | 129,475 | 301,610,000 ⁽⁴⁾ | 0.24% | 315 |

- (1) As reported by the Collin County Appraisal District on County's annual State Property Tax Board Reports; subject to change during the ensuing year.
 (2) Source: North Central Texas Council of Governments.
 (3) Source: County Officials.
 (4) Projected.

TABLE 4 - TAX RATE, LEVY, AND COLLECTION HISTORY

| Fiscal Year Ended 9/30 | Tax Rate | General Fund | Interest and Sinking Fund | Tax Levy | % Current Collections | % Total Collections |
|------------------------|------------|--------------|---------------------------|----------------|-----------------------|-----------------------|
| 2014 | \$ 0.23750 | \$0.18033 | \$ 0.057166 | \$ 185,623,326 | 100.00% | 102.05% |
| 2015 | 0.23500 | 0.17727 | 0.057732 | 200,570,830 | 100.00% | 102.25% |
| 2016 | 0.22500 | 0.16980 | 0.055200 | 215,534,400 | 100.00% | 100.31% |
| 2017 | 0.20840 | 0.15320 | 0.055200 | 224,318,124 | 100.00% | 101.19% |
| 2018 | 0.19225 | 0.13880 | 0.053450 | 234,634,515 | 89.89% ⁽¹⁾ | 90.36% ⁽¹⁾ |

- (1) Collections for partial year only, through February 1, 2018.

TABLE 5 - TAX RATE DISTRIBUTION ANALYSIS

| | Tax Year | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| | 2017 | 2016 | 2015 | 2014 | 2013 |
| <u>Limited Constitutional Taxes ⁽¹⁾</u> | | | | | |
| Operating Fund | \$ 0.136477 | \$ 0.149795 | \$ 0.165800 | \$ 0.173268 | \$ 0.176334 |
| Limited Tax Debt Service Fund | 0.014314 | 0.013575 | 0.013679 | 0.017131 | 0.019378 |
| Total Constitutional Tax Rate | \$ 0.150791 | \$ 0.163370 | \$ 0.179479 | \$ 0.190399 | \$ 0.195712 |
| <u>Unlimited Constitutional Taxes ⁽²⁾</u> | | | | | |
| Road & Bridge Fund | \$ 0.000000 | \$ 0.000400 | \$ 0.004000 | \$ 0.004000 | \$ 0.004000 |
| Permanent Improvement Fund | 0.002319 | 0.003000 | 0.000000 | 0.000000 | 0.000000 |
| Unlimited Tax Debt Service Fund | 0.039136 | 0.041625 | 0.041521 | 0.040601 | 0.037788 |
| Total Tax Rate | \$ 0.192246 | \$ 0.208395 | \$ 0.225000 | \$ 0.235000 | \$ 0.237500 |

- (1) Taxes levied pursuant to Article XIII, Section 9 of the Texas Constitution, limited to \$0.80 per \$100 of taxable assessed valuation for general operations and limited tax debt.
 (2) To support debt issued pursuant to Article III, Section 52 of the Texas Constitution.

COLLIN COUNTY, TEXAS

June 18, 2018

J.P. Morgan Chase Bank, N.A.
2200 Ross Ave., 8th Floor
Dallas, Texas 75201

Re: Collin County, Texas Tax Notes, Series 2018 (the "Notes")

Ladies and Gentlemen:

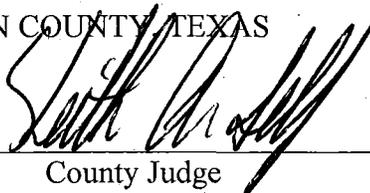
Collin County, Texas (the "Issuer") and the purchaser of the above-referenced obligations has designated your bank as the place, and as their agent, for the delivery and payment of the Notes. The initial Note of the obligations (the "Initial Note") is being delivered to you and you are hereby authorized and directed to hold the Initial Note for safekeeping pending said delivery and payment.

Upon your receipt of the final unqualified legal opinion of Bracewell LLP, as to the validity of the Notes, and upon receipt of payment therefor, you are authorized and directed to deliver the Initial Note to the Purchaser thereof in accordance with the instructions of the Purchaser.

You are further authorized and directed to remit all of the aforesaid proceeds received from the delivery and payment of the Notes as further directed by Hilltop Securities Inc., Financial Advisor to the Issuer.

Sincerely,

COLLIN COUNTY, TEXAS



County Judge

COLLIN COUNTY, TEXAS

June 18, 2018

The Attorney General of Texas
William P. Clements Building
300 West 15th Street, 7th Floor
Austin, Texas 78701
Attention: Public Finance Section

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

Re: Collin County, Texas Tax Notes Series 2018

To the Attorney General:

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

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

To the Comptroller:

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

Following registration, you are hereby authorized and directed to notify and deliver the Initial Note to Bracewell LLP, Dallas, Texas, Attention: Robert Collins.

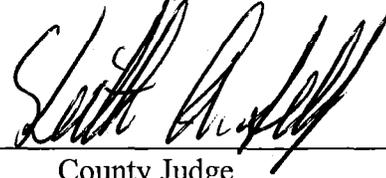
Please deliver to Bracewell LLP, Dallas, Texas, five copies of each of the following:

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

Very truly yours,

COLLIN COUNTY, TEXAS

By



County Judge

REGISTERED
No. T-1

REGISTERED
\$18,100,000

United States of America
State of Texas

COLLIN COUNTY, TEXAS
TAX NOTE
SERIES 2018

INTEREST RATE: MATURITY DATE: CLOSING DATE:
As Shown Below As Shown Below July 17, 2018

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

DNT ASSET TRUST

or registered assigns, on August 15 in the year, in the principal installment and bearing interest at the per annum rate set forth in the following schedule:

| <u>Year</u> | <u>Principal Installment</u> | <u>Interest Rate</u> |
|-------------|------------------------------|----------------------|
| 2019 | \$18,100,000 | 1.990% |

the sum of

EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS

and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above (the "Scheduled Rate"), computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2019.

Upon failure of the County to make any payment of principal or interest on the Note when due and payable and the continuation of such non-payment for a period of five business days thereafter or upon the occurrence of any other Event of Default, the Note will thereafter bear interest at the Default Rate (as defined on the Note Order) until such time as the payment of such past due amounts has been made by the County or other Event of Default has been cured by the County, as applicable, or the final maturity of the Note, whichever is the earlier to occur. Upon the payment of any past due amounts, the Note will cease to bear interest at the Default Rate and resume bearing interest at the Scheduled Rate or Taxable Rate (as defined in the Note Order), as applicable.

In the event a Determination of Taxability (as defined in the Note Order) occurs, the Note shall bear interest at the Taxable Rate (as defined in the Note Order) effective as of the effective date of the Determination of Taxability.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of JPMorgan Chase Bank, N.A., as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered limited tax notes specified in the title hereof issued in the aggregate principal amount of \$18,100,000 (herein referred to as the "Notes") pursuant to a certain Order of the Commissioners Court of the County (the "Order") for the purpose of paying contractual obligations to be incurred in connection with the acquisition of the Project (as defined in the Order), to pay for professional services related to the Project and to pay the costs of issuance related to the Notes.

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

The Notes are not subject to redemption prior to maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such indorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

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

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

SPECIMEN

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

Deacy Kemp
County Clerk, Collin County, Texas

Leith A. Self
County Judge, Collin County, Texas



SPECIMEN

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

SPECIAL

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

SEAL

SPECIMEN



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

July 17, 2018

THIS IS TO CERTIFY that Collin County, Texas (the "Issuer"), has submitted the Collin County, Texas Tax Note, Series 2018 (the "Note") in the principal amount of \$18,100,000 for approval. The Note is dated July 17, 2018, numbered T-1, and was authorized by Order No. 2018-505-06-18 of the Issuer passed on June 18, 2018.

The Office of the Attorney General has examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

We express no opinion relating to the official statement or any other offering material relating to the Note.

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

- (1) The Note has been issued in accordance with law and is a valid and binding obligation of the Issuer.
- (2) The Note is payable from the levy of a direct and continuing ad valorem tax levied; within the limits prescribed by law, against all taxable property in the Issuer.

Therefore, the Note is approved.


Attorney General of the State of Texas

No. 64565
Book No. 2018-C
MA

*See attached Signature Authorization

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS

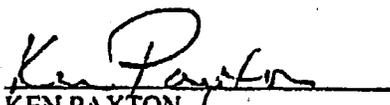
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I, KEN PAXTON, Attorney General for the State of Texas, do hereby authorize the employees of the Public Finance Division of the Office of the Attorney General to affix a digital image of my signature, in my capacity as Attorney General, to the opinions issued by this office approving the issuance of public securities by the various public agencies, non-profit corporations, district, entities, bodies politic or corporate, or political subdivisions of this State as required by law, the opinions approving those contracts designated by the Legislature as requiring the approval of the Attorney General, and the obligations, proceedings and credit agreements required by law to be approved by the Attorney General. The authorized digital image of my signature is attached as Exhibit A and is hereby adopted as my own for the purposes set forth herein. This supersedes any prior signature authorizations for the same purpose.

The authority granted herein is to be exercised on those occasions when I am unavailable to personally sign said opinions, and upon the condition that the opinions to which the digital image signature is affixed have been approved by an authorized Assistant Attorney General following the completion of the Public Finance Division's review of the transcripts of proceedings to which the opinions relate.

Given under my hand and seal of office at Austin, Texas, this the 5th day of January, 2015.




KEN PAXTON
Attorney General of the State of Texas

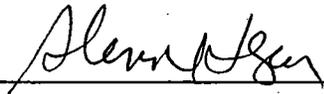
OFFICE OF COMPTROLLER

OF THE STATE OF TEXAS

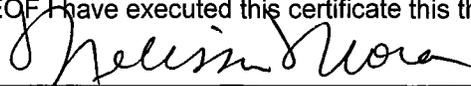
I, Melissa Mora, Bond Clerk Assistant Bond Clerk in the office of the Comptroller of the State of Texas, do hereby certify that, acting under the direction and authority of the Comptroller on the 17th day of July 2018, I signed the name of the Comptroller to the certificate of registration endorsed upon the:

Collin County, Texas Tax Note, Series 2018,

numbered T-1, dated July 17, 2018, and that in signing the certificate of registration I used the following signature:



IN WITNESS WHEREOF, I have executed this certificate this the 17th day of July 2018.



I, Glenn Hegar, Comptroller of Public Accounts of the State of Texas, certify that the person who has signed the above certificate was duly designated and appointed by me under authority vested in me by Chapter 403, Subchapter H, Government Code, with authority to sign my name to all certificates of registration, and/or cancellation of bonds required by law to be registered and/or cancelled by me, and was acting as such on the date first mentioned in this certificate, and that the bonds/certificates described in this certificate have been duly registered in the office of the Comptroller, under Registration Number 90694.

GIVEN under my hand and seal of office at Austin, Texas, this the 17th day of July 2018.



GLENN HEGAR
Comptroller of Public Accounts
of the State of Texas

OFFICE OF COMPTROLLER

OF THE STATE OF TEXAS

I, Glenn Hegar, Comptroller of Public Accounts of the State of Texas, do hereby certify that the attachment is a true and correct copy of the opinion of the Attorney General approving the:

Collin County, Texas Tax Note, Series 2018

numbered T-1, of the denomination of \$ 18,100,000, dated July 17, 2018, as authorized by issuer, interest 1.99 percent, under and by authority of which said note was registered in the office of the Comptroller, on the 17th day of July 2018, under Registration Number 90694.

Given under my hand and seal of office, at Austin, Texas, the 17th day of July 2018.

A handwritten signature in black ink, appearing to read "Glenn Hegar", with a stylized flourish at the end.

GLENN HEGAR
Comptroller of Public Accounts
of the State of Texas

FEDERAL TAX CERTIFICATE

I, the undersigned officer of Collin County, Texas (the “County”), make this certification for the benefit of all persons interested in the exclusion from gross income for federal income tax purposes of the interest to be paid on the \$18,100,000 Collin County, Texas, Tax Notes, Series 2018 (the “Notes”). I do hereby certify as follows in good faith as of the hereinafter defined Issue Date of the Notes:

1. Definitions. Each capitalized term used in this Federal Tax Certificate has the meaning ascribed to such term below or has the meaning or is the amount, as the case may be, specified for such term in this Federal Tax Certificate or in Exhibits to this Federal Tax Certificate and for all purposes hereof has the meaning or is the amount therein specified. All such terms defined in the Code or Regulations that are not defined herein shall for all purposes hereof have the same meanings as given to those terms in the Code and Regulations unless the context clearly requires otherwise.

“**Authorizing Document**” means the order adopted by the County on June 18, 2018, for purposes of authorizing the issuance of the Notes.

“**Code**” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“**Favorable Opinion of Bond Counsel**” means an opinion of nationally recognized bond counsel to the effect that an action, or omission of an action, will not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Notes.

“**Financial Advisor**” means Hilltop Securities Inc.

“**Gross Proceeds**” means any Proceeds and any Replacement Proceeds.

“**Initial Purchaser**” means DNT Asset Trust.

“**Interest and Sinking Fund**” means the “Collin County, Texas, Tax Notes, Series 2018, Interest and Sinking Fund” created pursuant to the Authorizing Document.

“**Investment Proceeds**” is defined in section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from investing Proceeds.

“**Issuance Costs**” means costs to the extent incurred in connection with, and allocable to, the issuance of obligations within the meaning of section 147(g) of the Code. For example, Issuance Costs include the following costs, but only to the extent incurred in connection with, and allocable to, the borrowing: underwriters’ spread; counsel fees; financial advisory fees; fees paid to an organization to evaluate the credit quality of an issue; trustee fees; paying agent fees; bond registrar, certification and authentication fees; accounting fees; printing costs for bonds and

offering documents; public approval process costs; engineering and feasibility study costs; guarantee fees, other than qualified guarantees; and similar costs.

“Issue Date” means, with respect to an issue of obligations, the first date on which the County receives the purchase price in exchange for delivery of the evidence of indebtedness representing any obligation.

“Issue Price” has the meaning ascribed to it in section 1.148-1(f) of the Regulations.

“Minor Portion” means that portion of the Gross Proceeds of the Notes that does not exceed in the aggregate \$100,000.

“Net Proceeds” means Proceeds, less any Proceeds invested in a “reasonably required reserve or replacement fund,” as described in section 148 of the Code.

“Original Issue Discount” means the excess of the Stated Redemption Price at Maturity over the Issue Price.

“Original Issue Premium” means the excess of the Issue Price over the Stated Redemption Price at Maturity.

“Pre-Issuance Accrued Interest” is defined in section 1.148-1(b) of the Regulations and, generally, means amounts representing interest that accrued on an obligation for a period not greater than one year before its Issue Date but only if those amounts are paid within one year after the Issue Date.

“Proceeds” is defined in section 1.148-1(b) of the Regulations and, generally, means any Sale Proceeds and Investment Proceeds.

“Project” means each separate project financed by the Notes.

“Projects” means, collectively, the projects financed by the Notes, as generally described in the “Description of Governmental Purpose” paragraph of this Federal Tax Certificate.

“Project Fund” means the “Collin County, Texas, Tax Notes, Series 2018, Project Fund” created pursuant to the Authorizing Document.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Replacement Proceeds” has the meaning set forth in section 1.148-1(c) of the Regulations and, generally, consist of amounts that have a sufficiently direct nexus to an issue of obligations or the governmental purpose of an issue of obligations to conclude that the amounts would have been used for that governmental purpose if the Proceeds were not used or to be used for that governmental purpose.

“Sale Proceeds” is defined in section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from the sale (or other disposition) of any obligation, including amounts used to pay underwriters’ discount or compensation and accrued interest other than Pre-Issuance Accrued Interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with any obligation and that is described in section 1.148-4(b)(4) of the Regulations.

“Stated Redemption Price at Maturity” means the amount fixed by the last modification of the purchase agreement and includes interest and other amounts payable at that time (other than any interest based on a fixed rate and payable unconditionally at fixed periodic intervals of one year or less during the entire term of the debt instrument).

“Underwriter” means DNT Asset Trust; the Initial Purchaser.

“Weighted Average Maturity” has the meaning ascribed to it in the “Weighted Average Maturity” paragraph of this Federal Tax Certificate.

“Yield” on (a) an issue of obligations has the meaning set forth in section 1.148-4 of the Regulations and, generally, is the discount rate that when used in computing the present value of all payments of principal, interest, and fees for qualified guarantees to be paid on the obligation produces an amount equal to the Issue Price of such issue and (b) any investment has the meaning set forth in section 1.148-5 of the Regulations and, generally, is the discount rate that when used in computing the present value of all payments of principal and interest to be paid on the investment produces an amount equal to all payments for the investment.

2. Responsible Officer. I am the duly chosen, qualified and acting officer of the County for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this Federal Tax Certificate on behalf of the County. I am the officer of the County charged, along with other officers of the County, with responsibility for issuing the Notes.

3. Code and Regulations. I am aware of the provisions of sections 141, 148, 149 and 150 of the Code and the Regulations heretofore promulgated under sections 141, 148, 149 and 150 of the Code. This Federal Tax Certificate is being executed and delivered pursuant to sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2 of the Regulations.

4. Reasonable Expectations. The facts and estimates that are set forth in this Federal Tax Certificate are accurate. The expectations that are set forth in this Federal Tax Certificate are reasonable in light of such facts and estimates. There are no other facts or estimates that would materially change such expectations. In connection with this Federal Tax Certificate, the undersigned has to the extent necessary reviewed the certifications set forth herein with other representatives of the County as to such accuracy and reasonableness. The undersigned has also relied, to the extent appropriate, on representations set forth in (a) the Issue Price Certificate attached hereto as Exhibit A and (b) the Certificate of Financial Advisor attached hereto as

Exhibit B. The undersigned is aware of no fact, estimate or circumstance that would create any doubt regarding the accuracy or reasonableness of all or any portion of such documents.

5. Description of Governmental Purpose. The County is issuing the Notes pursuant to the Authorizing Document for the purposes of funding (a) the Projects as described more fully in the Authorizing Document and (b) the Issuance Costs of the Notes. The primary purpose of each transaction undertaken in connection with the issuance of the Notes is a bona fide governmental purpose. The Projects include (a) renovating and constructing County buildings for Collin County Sub Courthouse operations; (b) acquiring land and constructing and equipping a facility for Precinct 2 Justice of the Peace and Constable offices; (c) acquiring election equipment for the Collin County Elections Department; and (d) constructing and equipping an extension to the Collin County Medical Examiner facilities.

6. Amount and Expenditure of Sale Proceeds of the Notes.

(a) Amount of Sale Proceeds. The Sale Proceeds of the Notes is \$18,100,000, which is the amount actually or constructively received by the County from the sale (or other disposition) of the Notes to the Initial Purchaser.

(b) Expenditure of Sale Proceeds. The Sale Proceeds of the Notes will be expended as follows:

(i) The amount of \$18,030,000 will be deposited in the Project Fund and is expected to be disbursed to pay or reimburse the costs of the Projects.

(ii) The amount of \$70,000 will be disbursed to pay Issuance Costs of the Notes.

(c) Reimbursement. Other than (i) the amount of \$100,000 and (ii) preliminary expenditures (i.e., architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of each Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction) not in excess of 20 percent of the Issue Price of the Notes, no portion of the amount described in the “Amount and Expenditure of Sale Proceeds of the Notes—Expenditure of Sale Proceeds” subparagraph above will be disbursed to reimburse the County for any expenditures made by the County prior to the date that is 60 days before the date that the County adopted the Authorizing Document

(d) No Working Capital. Except for an amount that does not exceed five percent of the Sale Proceeds of the Notes (and that is directly related to capital expenditures financed by the Notes), the County will only expend Proceeds of the Notes for (i) costs that would be chargeable to the capital accounts of each Project if the County’s income were subject to federal income taxation; (ii) interest on the Notes in an amount that does not cause the aggregate amount of interest paid on all of the Notes to exceed that amount of interest on the Notes that is attributable to the period that commences on the Issue Date of the Notes and ends on the later of (A) the date that is three years from the Issue Date of the Notes or (B) the date that

is one year after the date on which the applicable Project is placed in service; and/or (iii) fees for a qualified guarantee of the Notes or payment for a qualified hedge on the Notes.

(e) No Sale of Conduit Loan. No portion of the Sale Proceeds of the Notes has been or will be used to acquire, finance, or refinance any conduit loan.

(f) No Overburdening. The Proceeds of the Notes will not exceed by more than a Minor Portion the amount necessary to accomplish the governmental purposes of the Notes and, in fact, are not expected to exceed by any amount the amount of Proceeds allocated to expenditures for the governmental purposes of the Notes.

(g) Allocations and Accounting. The Proceeds of the Notes will be allocated to expenditures not later than 18 months after the later of the date the expenditure is made or the date the applicable Project is placed in service, but in no event later than the date that is 60 days after the fifth anniversary of the Issue Date of the Notes or the retirement of the last Note, if earlier. The allocation of Proceeds of the Notes will be made by using a reasonable, consistently applied accounting method. No Proceeds of the Notes will be allocated to any expenditure to which Proceeds of any other obligations have heretofore been allocated. The County will maintain records and documentation regarding the allocation of expenditures to Proceeds of the Notes and the investment of Gross Proceeds of the Notes for at least three years after the close of the final calendar year during which any Note is outstanding.

7. Pre-Issuance Accrued Interest. There is no Pre-Issuance Accrued Interest on the Notes.

8. Expenditure of Investment Proceeds. The best estimate of the County is that Investment Proceeds resulting from the investment of any Proceeds of the Notes pending expenditure of such Proceeds for costs of the Projects will be retained in the Project Fund and disbursed to pay or reimburse project costs in addition to those described in the "Amount and Expenditure of Sale Proceeds of the Notes" paragraph above.

9. Replacement Proceeds.

(a) No Sinking Funds. Other than the Interest and Sinking Fund, there is no debt service fund, redemption fund, reserve fund, replacement fund, or similar fund reasonably expected to be used directly or indirectly to pay principal or interest on the Notes.

(b) No Pledged Funds. Other than amounts in the Interest and Sinking Fund, there is no amount that is directly or indirectly pledged, other than solely by reason of the mere availability or preliminary earmarking, to pay principal or interest on the Notes, or to a guarantor of part or all of the Notes, such that such pledge provides reasonable assurance that such amount will be available to pay principal or interest on the Notes if the County encounters financial difficulty. For purposes of this certification, an amount is treated as so pledged if it is held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of the holders or the guarantor of the Notes.

(c) No Other Replacement Proceeds. There are no other Replacement Proceeds allocable to the Notes because the County reasonably expects that the term of the Notes will not be longer than is reasonably necessary for the governmental purposes of the Notes. Furthermore, even if the Notes were outstanding longer than necessary for the purpose of the Notes, no Replacement Proceeds of the Notes will arise because the County reasonably expects that no amounts will become available during the period that the Notes remain outstanding longer than necessary based on the reasonable expectations of the County as to the amounts and timing of future revenues. The Notes would be issued to achieve the governmental purpose of the Notes independent of any arbitrage benefit as evidenced by the expectation that the Notes reasonably would have been issued if the interest on the Notes were not excludable from gross income (assuming that the hypothetical taxable interest rate would be the same as the actual tax-exempt interest rate).

(d) Weighted Average Economic Life. The Weighted Average Maturity of the Notes is not greater than 120 percent of the weighted average estimated economic life of the portion of the Projects financed by the Notes, determined in accordance with section 147(b) of the Code. Such weighted average estimated economic life is determined in accordance with the following assumptions: (i) the weighted average was determined by taking into account the respective costs of each of the assets financed by the Notes; (ii) the reasonably expected economic life of an asset was determined as of the later of the Issue Date of the Notes or the date on which such asset is expected to be placed in service (i.e., available for use for the intended purposes of such asset); (iii) the economic lives used in making this determination are not greater than the reasonably expected economic useful lives of the Projects financed by the Notes allowing for normal wear and tear and assuming prudent and customary maintenance; and (iv) land or any interest therein has not been taken into account in determining the average reasonably expected economic life of such Project, unless 25 percent or more of the Net Proceeds of the Notes are to be used to finance land.

10. Issue Price. In accordance with section 1.148-1(f)(2)(iv) of the Regulations, the County hereby identifies in its books and records maintained for the Notes the rule the County will use to determine the Issue Price for each maturity of the Notes. Specifically, for those Notes maturing in 2019 (i.e., all of the Notes); the County will determine the Issue Price of such maturities as set forth in the second sentence of section 1.148-1(f)(2)(i) of the Regulations, i.e., the Issue Price is the price paid by the single buyer.

Based on the representations set forth in Exhibit A hereto, the aggregate Issue Price of the Notes is \$18,100,000. The Issue Price of the Notes represents the Stated Redemption Price at Maturity of the Notes in an amount of \$18,100,000.

11. Yield on the Notes. For the purposes of this Federal Tax Certificate, the Yield on the Notes is the discount rate that, when used in computing the present value as of the Issue Date of the Notes, of all unconditionally payable payments of principal and interest on the Notes, produces an amount equal to the present value, using the same discount rate, of the aggregate Issue Price of the Notes as of the Issue Date of the Notes. For purposes of determining the Yield on the Notes, the Issue Price of the Notes is the sum of the Issue Prices for each group of substantially identical Notes.

Yield on the Notes is calculated on the basis of the final maturity date because no Note is subject to optional or mandatory redemption prior to maturity.

As set forth in the Certificate of Financial Advisor attached to this Federal Tax Certificate as Exhibit B, the Yield on the Notes, calculated in the manner set forth above, is 1.9892 percent.

The County has not entered into a hedging transaction with respect to the Notes. The County will not enter into a hedging transaction with respect to the Notes unless there is first received a Favorable Opinion of Bond Counsel. The County has incurred a binding obligation to a third party that is not subject to any contingencies within the control of the County or a related party pursuant to which the County is obligated to expend at least five percent of the Sale Proceeds of the Notes on the Projects.

12. Temporary Periods and Yield Restrictions. The County reasonably expects that work on or acquisition of the Projects will proceed with due diligence to completion and that the Proceeds of the Notes will be expended on the Projects with reasonable dispatch. The County reasonably expects that 85 percent of the Sale Proceeds of the Notes will have been expended on the Projects prior to the date that is three years after the Issue Date of the Notes. Any Sale Proceeds of the Notes not expended prior to the date that is three years after the Issue Date of the Notes will be invested at a Yield not "materially higher" than the Yield on the Notes, except as set forth in the "Minor Portion and Yield Reduction Payments" paragraph below. The County reasonably expects that any amount derived from Investment Proceeds of the Notes and from the investment of such investment income will not be commingled with substantial other receipts or revenues of the County and will be expended prior to the date that is three years after the Issue Date of the Notes, or one year after receipt of such investment income, whichever is later. Any such Investment Proceeds not expended prior to such date will be invested at a Yield not "materially higher" than the Yield on the Notes, except as set forth in the "Minor Portion and Yield Reduction Payments" paragraph below.

13. Funds.

(a) Interest and Sinking Fund. The proceeds from all taxes levied, assessed and collected for and on account of the Notes are to be deposited in the Interest and Sinking Fund. The County expects that taxes levied, assessed and collected for and on account of the Notes, will be sufficient each year to pay such debt service. All amounts that will be depleted at least once each bond year, except for a reasonable carryover amount not in excess of the greater of the earnings on such portion of the Interest and Sinking Fund for the immediately preceding bond year or one-twelfth of the principal and interest payments on the Notes for the immediately preceding bond year, will constitute the bona fide debt service fund component of the Interest and Sinking Fund (the "Bona Fide Portion"). Such Bona Fide Portion will be used primarily to achieve a proper matching of revenues and principal and interest payments on the Notes within each bond year. Amounts held in the Bona Fide Portion of the Interest and Sinking Fund will be invested at an unrestricted Yield because such amounts will be expended within 13 months of the date such amounts are received. The remaining portion of the Interest and Sinking Fund (the "Reserve Portion"), if any, will be treated separately for purposes of this Federal Tax Certificate.

Amounts on deposit from time to time in the Bona Fide Portion and the Reserve Portion are allocable between the Notes and any other obligations of the County secured by the Interest and Sinking Fund on the basis of one of the methods set forth in section 1.148-6(e)(6) of the Regulations. The portion of the Reserve Portion allocable to the Notes will not exceed at any time the least of (i) ten percent of the stated principal amount of the Notes (or Issue Price of the Notes in the event that the amount of Original Issue Discount exceeds two percent multiplied by the Stated Redemption Price at Maturity of the Notes), (ii) the maximum annual principal and interest requirements of the Notes, and (iii) 125 percent of average annual principal and interest requirements of the Notes. Therefore, all amounts therein will be invested at an unrestricted Yield. Any amounts held in the Bona Fide Portion for longer than 13 months or held in the Reserve Portion in excess of the least of the amounts described above, will be invested in obligations the Yield on which is not in excess of the Yield on the Notes, except as set forth in the "Minor Portion and Yield Reduction Payments" paragraph below.

(b) Project Fund. All of the Proceeds of the Notes in the Project Fund are expected to be invested and disbursed as described in the Authorizing Document and the "Temporary Periods and Yield Restriction" paragraph of this Federal Tax Certificate; therefore, all of such amounts will be invested without regard to Yield restriction. Nevertheless, any such Proceeds not expended prior to the dates set forth in the "Temporary Periods and Yield Restriction" paragraph will be Yield restricted to the extent set forth in such paragraph.

14. Minor Portion and Yield Reduction Payments. All Gross Proceeds of the Notes will be invested in accordance with the "Temporary Periods and Yield Restriction" paragraph and the "Funds" paragraph above. To the extent such amounts remain on hand following the periods set forth in the "Temporary Periods and Yield Restriction" paragraph and the "Funds" paragraph above or exceed the limits set forth in the "Funds" paragraph above, the County will invest such amounts at a restricted Yield as set forth in such paragraphs; provided, however, that an amount not to exceed the Minor Portion may be invested at a Yield that is higher than the Yield on the Notes and, provided further, that the County may satisfy the Yield restriction requirements by making Yield reduction payments to the federal government to the extent permitted by section 1.148-5(c) of the Regulations.

15. Issue. There are no other obligations that (a) are sold at substantially the same time as the Notes (i.e., less than 15 days apart), (b) are sold pursuant to the same plan of financing with the Notes, and (c) will be paid out of substantially the same source of funds as the Notes.

16. Compliance With Rebate Requirements.

(a) General. The County has covenanted in the Authorizing Document that it will take all steps necessary to comply with the requirement that "rebateable arbitrage earnings" on the investment of the Gross Proceeds of the Notes be rebated to the United States. Specifically, the County will (i) maintain records regarding the investment of the Gross Proceeds of the Notes as may be required to calculate such "rebateable arbitrage earnings" separately from records of amounts on deposit in the funds and accounts of the County that are allocable to other bond issues of the County or monies that do not represent Gross Proceeds of any bonds of the

County, (ii) calculate at such intervals as may be required by applicable Regulations, the amount of “rebateable arbitrage earnings,” if any, earned from the investment of the Gross Proceeds of the Notes and (iii) pay, not less often than every fifth anniversary date of the delivery of the Notes and within 60 days following the final maturity of the Notes, or on such other dates required or permitted by applicable Regulations, all amounts required to be rebated to the federal government. The County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s-length and had the Yield on the issue not been relevant to either party.

(b) Two-Year Spending Exception. The County hereby makes the elections, if any, set forth below for purposes of the two-year spending exception from arbitrage rebate:

| ELECT | DO NOT ELECT | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. To use actual facts to apply the provisions of paragraphs (e) through (m) (excluding (f)(1)(i)) of section 1.148-7 of the Regulations. Section 1.148-7(f)(2) of the Regulations. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. To exclude earnings on a reasonably required reserve or replacement fund from the definition of “available construction proceeds” for purposes of the spending requirements. Section 1.148-7(i)(2) of the Regulations. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. To treat the Notes as two, and only two, separate issues, one of which (i) meets the definition of a construction issue and (ii) is reasonably expected as of the Issue Date of the Notes to finance all of the construction expenditures to be financed by the Notes. Section 1.148-7(j)(1) of the Regulations. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. To pay a penalty (the “1-1/2% penalty”) to the United States in lieu of the obligation to pay arbitrage rebate on “available construction proceeds” in the event that the Notes fail to satisfy any of the semiannual spending requirements for the two-year rebate exception. Section 1.148-7(k)(1) of the Regulations. |

The County reasonably expects that at least 75 percent of the “available construction proceeds” of the Notes, within the meaning of section 1.148-7(i) of the Regulations, will be

allocated to “construction expenditures,” within the meaning of section 1.148-7(g) of the Regulations, for property owned by the County.

17. Not an Abusive Transaction.

(a) General. No action taken in connection with the issuance of the Notes will enable the County to (i) exploit, other than during an allowable temporary period, the difference between tax-exempt and taxable interest rates to obtain a material financial advantage (including as a result of an investment of any portion of the Gross Proceeds of the Notes over any period of time, notwithstanding that, in the aggregate, the Gross Proceeds of the Notes are not invested in higher yielding investments over the term of the Notes), and (ii) issue more bonds, issue bonds earlier, or allow bonds to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Notes. To the best of the undersigned’s knowledge, no actions have been taken in connection with the issuance of the Notes other than actions that would have been taken to accomplish the governmental purposes of the Notes if the interest on the Notes were not excludable from gross income for federal income tax purposes (assuming the hypothetical taxable interest rate would be the same as the actual tax-exempt interest rate on the Notes).

(b) No Sinking Fund. No portion of the Notes has a term that has been lengthened primarily for the purpose of creating a sinking fund or similar fund with respect to the Notes.

(c) No Window. No portion of the Notes has been structured with maturity dates the primary purpose of which is to make available released revenues that will enable the County to avoid transferred proceeds or to make available revenues that may be invested to be ultimately used to pay debt service on another issue of obligations.

18. No Arbitrage. On the basis of the foregoing facts, estimates and circumstances, it is expected that the Gross Proceeds of the Notes will not be used in a manner that would cause any of the Notes to be an “arbitrage bond” within the meaning of section 148 of the Code and the Regulations. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change such expectations.

19. No Private Use, Payments or Loan Financing.

(a) General. The County reasonably expects, as of the Issue Date of the Notes, that no action or event during the entire stated term of the Notes will cause either the “private business tests” or the “private loan financing test,” as such terms are defined in the Regulations, to be met.

(i) The aggregate portion of the Proceeds of the Notes treated as used in a trade or business of a nongovernmental person will not exceed the lesser of (A) \$15,000,000 or (B) ten percent of the Proceeds of the Notes. For purposes of determining use, the County will apply rules set forth in applicable Regulations and Revenue Procedures promulgated by the Internal Revenue Service, including, among others, the

following rules: (A) any activity carried on by a person other than a natural person or a state or local governmental unit will be treated as a trade or business of a nongovernmental person, provided that, such use will be treated as general public use (and not use in a trade or business) if the property is intended to be available, and is in fact reasonably available, for use on the same basis by natural persons not engaged in a trade or business; (B) the use of all or any portion of the Projects is treated as the direct use of Proceeds; (C) a nongovernmental person will be treated as a private business user of Proceeds of the Notes as a result of ownership, actual or beneficial use pursuant to a lease, or a management or incentive payment contract, or certain other arrangements such as a take-or-pay or other output-type contract; and (D) the private business use test is met if a nongovernmental person has special legal entitlements to use directly or indirectly any Project.

(ii) The County has not taken and will not take any deliberate action that would cause or permit the use of any portion of any Project to change so that such portion will be deemed to be used in the trade or business of a nongovernmental person for so long as any of the Notes remains outstanding (or until the County receives a Favorable Opinion of Bond Counsel). For this purpose, any action within the control of the County is treated as a deliberate action. A deliberate action occurs on the date the County enters into a binding contract with a nongovernmental person for use of a Project that is not subject to any material contingencies.

(iii) Payments of the debt service on the Notes will be paid from and secured by a generally applicable tax. For this purpose, a generally applicable tax is a tax (A) that is an enforced contribution exacted pursuant to legislative authority in the exercise of the taxing power that is imposed and collected for the purpose of raising revenue to be used for governmental purposes and (B) that has a uniform tax rate that is applied to all persons of the same classification in the appropriate jurisdiction using a generally applicable manner of determination and collection. No portion of the payment of the debt service on the Notes will be directly or indirectly derived from payments (whether or not to the County or any related party) in respect of property, or borrowed money, used or to be used for a private business use. Furthermore, no portion of the payment of the debt service on the Notes will be directly or indirectly secured by any interest in property used or to be used for a private business use or payments in respect of property used or to be used for a private business use.

(iv) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County will not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (A) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (B) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (C)

significant benefits and burdens of ownership of such Gross Proceeds or such property are otherwise transferred in a transaction that is the economic equivalent of a loan.

(b) Dispositions of Personal Property in the Ordinary Course. The County does not reasonably expect that it will sell or otherwise dispose of personal property components of a Project financed with the Notes other than in the ordinary course of an established governmental program that satisfies the following requirements:

(i) The Weighted Average Maturity of the portion of the Notes financing personal property is not greater than 120 percent of the reasonably expected actual use of such personal property for governmental purposes;

(ii) The reasonably expected fair market value of such personal property on the date of disposition will be not greater than 25 percent of its cost;

(iii) Such personal property will no longer be suitable for its governmental purposes on the date of disposition; and

(iv) The County is required to deposit amounts received from such disposition in a commingled fund with substantial tax or other governmental revenues and the County reasonably expects to spend such amounts on governmental programs within six months from the date of commingling.

Furthermore, the County will not sell or otherwise dispose of all or any portion of a Project in circumstances in which the foregoing requirements are not satisfied unless it has received a Favorable Opinion of Bond Counsel.

(c) Other Agreements. The County will not enter into any agreement with any nongovernmental person regarding the use of all or any portion of a Project during the stated term of the Notes unless it has received in each and every case a Favorable Opinion of Bond Counsel; provided that, the County will not be required to obtain a Favorable Opinion of Bond Counsel with respect to (i) any contracts for services that are solely incidental to the primary governmental function or functions of a Project (e.g., contracts for janitorial or similar services), (ii) any contract for services if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties, or (iii) any contract related to use of a Project by a member of, and on the same basis as, the general public, so long as the term of such contract is not greater than 200 days.

20. Weighted Average Maturity. The Weighted Average Maturity of the Notes set forth on Exhibit B attached hereto is the sum of the products of the Issue Price of each group of identical Notes and the number of years to maturity (determined separately for each group of identical Notes and taking into account mandatory redemptions), divided by the aggregate Issue Price of the Notes.

21. Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the Proceeds of the Notes and the calculation or exemption

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

22. Notes are Not Hedge Bonds. Not more than 50 percent of the Proceeds of the Notes will be invested in nonpurpose investments (as defined in section 148(f)(6)(A) of the Code) having a substantially guaranteed Yield for four years or more within the meaning of section 149(g)(3)(A)(ii) of the Code. Further, the County reasonably expects that at least 85 percent of the spendable Proceeds of the Notes will be used to carry out the governmental purposes of the Notes within the three-year period beginning on the Issue Date of the Notes.

[EXECUTION PAGE FOLLOWS]

EXECUTED as of this 17th day of July, 2018.

COLLIN COUNTY, TEXAS

By: Jeff May
Name: Jeff May
Title: Collin County Auditor

ATTACHMENTS:

- Exhibit A – Issue Price Certificate
- Exhibit B – Certificate of Financial Advisor

EXHIBIT A
ISSUE PRICE CERTIFICATE

[See Attached]

EXHIBIT A

ISSUE PRICE CERTIFICATE

I, the undersigned officer of DNT Asset Trust (the "Purchaser"), make this certification in connection with the \$18,100,000 Collin County, Texas Tax Note, Series 2018 (the "Note") issued by Collin County, Texas (the "County").

1. I hereby certify as follows in good faith as of the Issue Date of the Note:

(a) I am the duly chosen, qualified and acting officer of the Purchaser for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Purchaser. I am the officer of the Purchaser charged, along with other officers of the Purchaser, with responsibility for the Note.

(b) The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Purchaser has not agreed with the County pursuant to a written agreement to sell the Note to persons other than the Purchaser or a Related Party to the Purchaser.

(c) The Purchaser has purchased the Note from the County for an aggregate purchase price of \$18,100,000, which price includes no amount of pre-issuance accrued interest.

2. For purposes of this Issue Price Certificate, the following definitions apply:

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(b) "Related Party" means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) Underwriter means (i) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Bracewell LLP in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the County from time to time relating to the Note.

[EXECUTION PAGE FOLLOWS]

EXECUTED as of this 17th day of July, 2018.

DNT ASSET TRUST
as Purchaser

By: Ann Marie Daniel

Name: Ann Marie Daniel

Title: Authorized officer

EXHIBIT B

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned officer of Hilltop Securities Inc. (the "Financial Advisor"), make this certificate for the benefit of all persons interested in the exclusion from gross income for federal income tax purposes of the interest on the \$18,100,000 Collin County, Texas, Tax Notes, Series 2018 (the "Notes"). Each capitalized term used herein has the meaning or is the amount, as the case may be, specified for such term in the Federal Tax Certificate to which this Exhibit B is attached (the "Federal Tax Certificate"). I hereby certify as follows as of the Issue Date of the Notes to the best of my knowledge, information and belief based upon the facts available at this time and current market conditions:

1. I am the duly chosen, qualified and acting officer of the Financial Advisor for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Financial Advisor. I am the officer of the Financial Advisor who has worked with representatives of the County in structuring the financial terms of the Notes.

2. The Issue Price of the Notes, based on the representations set forth in the Issue Price Certificate attached as Exhibit A to the Federal Tax Certificate, is not more than \$18,100,000. As shown in Attachment I to this Exhibit B, the Financial Advisor has computed the Yield on the Notes, based on such Issue Price and as described in the "Yield on the Notes" paragraph of the Federal Tax Certificate, to be 1.9892 percent.

3. As shown in Attachment I to this Exhibit B, the Financial Advisor computed the Weighted Average Maturity of the Notes to be 1.0778 years, as set forth in the "Weighted Average Maturity" paragraph of the Federal Tax Certificate.

4. To the best of my knowledge the statements set forth in the "Not an Abusive Transaction" paragraph of the Federal Tax Certificate are true.

The County may rely on the statements made herein in connection with making the representations set forth in the Federal Tax Certificate and in its efforts to comply with the conditions imposed by the Code on the exclusion of interest on the Notes from the gross income of their owners. Bracewell LLP also may rely on this certificate for purposes of its opinion regarding the treatment of interest on the Notes as excludable from gross income for federal income tax purposes and the preparation of the Internal Revenue Service Form 8038-G.

[EXECUTION PAGE FOLLOWS]

EXECUTED as of this 17th day of July, 2018.

HILLTOP SECURITIES INC.

By: Nick Bulard
Name: Nick Bulard
Title: M.D.

Signature Page to Certificate of Financial Advisor

ATTACHMENT I
TO CERTIFICATE OF FINANCIAL ADVISOR

[See Attached]

Attachment I to Certificate of Financial Advisor

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Collin County, Texas
\$18,100,000 Tax Note, Series 2018
*** Winning Bid From JPMorgan Chase Bank, N.A. ***

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| Bond Summary Statistics | 2 |
| Bond Debt Service | 3 |
| Bond Pricing | 5 |
| Cost of Issuance | 6 |
| Form 8038 Statistics | 7 |
| Proof of Arbitrage Yield | 8 |

SOURCES AND USES OF FUNDS

Collin County, Texas
\$18,100,000 Tax Note, Series 2018
*** Winning Bid From JPMorgan Chase Bank, N.A. ***

Dated Date 07/17/2018
Delivery Date 07/17/2018

Sources:

| | |
|-----------------------|---------------|
| Bond Proceeds: | |
| Par Amount | 18,100,000.00 |
| | <hr/> |
| | 18,100,000.00 |

Uses:

| | |
|--------------------------------|---------------|
| Project Fund Deposits: | |
| Project Fund | 18,030,000.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 70,000.00 |
| | <hr/> |
| | 18,100,000.00 |

Notes:
Final
Note will not be callable.

BOND SUMMARY STATISTICS

Collin County, Texas
 \$18,100,000 Tax Note, Series 2018
 *** Winning Bid From JPMorgan Chase Bank, N.A. ***

| | |
|-----------------------------------|---------------|
| Dated Date | 07/17/2018 |
| Delivery Date | 07/17/2018 |
| First Coupon | 02/15/2019 |
| Last Maturity | 08/15/2019 |
| Arbitrage Yield | 1.989174% |
| True Interest Cost (TIC) | 1.989174% |
| Net Interest Cost (NIC) | 1.990000% |
| All-in TIC | 2.354533% |
| Average Coupon | 1.990000% |
| Average Life (years) | 1.078 |
| Weighted Average Maturity (years) | 1.078 |
| Duration of Issue (years) | 1.072 |
| Par Amount | 18,100,000.00 |
| Bond Proceeds | 18,100,000.00 |
| Total Interest | 388,204.78 |
| Net Interest | 388,204.78 |
| Bond Years from Dated Date | 19,507,777.78 |
| Bond Years from Delivery Date | 19,507,777.78 |
| Total Debt Service | 18,488,204.78 |
| Maximum Annual Debt Service | 18,488,204.78 |
| Average Annual Debt Service | 17,154,004.44 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | |
| Total Underwriter's Discount | |
| Bid Price | 100.000000 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | PV of 1 bp change |
|----------------|---------------|---------|----------------|--------------|-------------------|
| Serial Bond | 18,100,000.00 | 100.000 | 1.990% | 1.078 | 1,991.00 |
| | 18,100,000.00 | | | 1.078 | 1,991.00 |

| | TIC | All-In TIC | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value | 18,100,000.00 | 18,100,000.00 | 18,100,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | | | |
| - Cost of Issuance Expense | | -70,000.00 | |
| - Other Amounts | | | |
| Target Value | 18,100,000.00 | 18,030,000.00 | 18,100,000.00 |
| Target Date | 07/17/2018 | 07/17/2018 | 07/17/2018 |
| Yield | 1.989174% | 2.354533% | 1.989174% |

Notes:
 Final
 Note will not be callable.

BOND DEBT SERVICE

Collin County, Texas
 \$18,100,000 Tax Note, Series 2018

*** Winning Bid From JPMorgan Chase Bank, N.A. ***

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|------------|--------|------------|---------------|---------------------|
| 02/15/2019 | | | 208,109.78 | 208,109.78 | |
| 08/15/2019 | 18,100,000 | 1.990% | 180,095.00 | 18,280,095.00 | |
| 09/30/2019 | | | | | 18,488,204.78 |
| | 18,100,000 | | 388,204.78 | 18,488,204.78 | 18,488,204.78 |

Notes:
 Final
 Note will not be callable.

BOND DEBT SERVICE

Collin County, Texas
\$18,100,000 Tax Note, Series 2018

*** Winning Bid From JPMorgan Chase Bank, N.A. ***

| Period Ending | Principal | Coupon | Interest | Debt Service |
|------------------|------------|--------|------------|---------------|
| 09/30/2019 | 18,100,000 | 1.990% | 388,204.78 | 18,488,204.78 |
| | 18,100,000 | | 388,204.78 | 18,488,204.78 |

Notes:

Final

Note will not be callable.

BOND PRICING

Collin County, Texas
 \$18,100,000 Tax Note, Series 2018
 *** Winning Bid From JPMorgan Chase Bank, N.A. ***

| Bond Component | Maturity Date | Amount | Rate | Yield | Price | Principal Cost |
|----------------|---------------|------------|--------|--------|---------|----------------|
| Serial Bond: | 08/15/2019 | 18,100,000 | 1.990% | 1.990% | 100.000 | 18,100,000.00 |
| | | 18,100,000 | | | | 18,100,000.00 |

| | | |
|-------------------------|---------------|-------------|
| Dated Date | 07/17/2018 | |
| Delivery Date | 07/17/2018 | |
| First Coupon | 02/15/2019 | |
| Par Amount | 18,100,000.00 | |
| Original Issue Discount | | |
| Production | 18,100,000.00 | 100.000000% |
| Underwriter's Discount | | |
| Purchase Price | 18,100,000.00 | 100.000000% |
| Accrued Interest | | |
| Net Proceeds | 18,100,000.00 | |

Notes:
 Final
 Note will not be callable.

COST OF ISSUANCE

Collin County, Texas
\$18,100,000 Tax Note, Series 2018
***** Winning Bid From JPMorgan Chase Bank, N.A. *****

| Cost of Issuance | \$/1000 | Amount |
|-------------------------|----------------|------------------|
| Financial Advisory Fee | 1.38122 | 25,000.00 |
| Bond Counsel Fee | 1.23481 | 22,350.00 |
| AG Fee | 0.52486 | 9,500.00 |
| Placement Agent Fee | 0.16575 | 3,000.00 |
| MAC Fee | 0.10000 | 1,810.00 |
| Bank Counsel Fee | 0.19337 | 3,500.00 |
| Miscellaneous | 0.26740 | 4,840.00 |
| | 3.86740 | 70,000.00 |

Notes:
Final
Note will not be callable.

FORM 8038 STATISTICS

Collin County, Texas
\$18,100,000 Tax Note, Series 2018
*** Winning Bid From JPMorgan Chase Bank, N.A. ***

Dated Date 07/17/2018
Delivery Date 07/17/2018

| Bond Component | Date | Principal | Coupon | Price | Issue Price | Redemption at Maturity |
|----------------|------------|---------------|--------|---------|---------------|------------------------|
| Serial Bond: | 08/15/2019 | 18,100,000.00 | 1.990% | 100.000 | 18,100,000.00 | 18,100,000.00 |
| | | 18,100,000.00 | | | 18,100,000.00 | 18,100,000.00 |

| | Maturity Date | Interest Rate | Issue Price | Stated Redemption at Maturity | Weighted Average Maturity | Yield |
|----------------|---------------|---------------|---------------|-------------------------------|---------------------------|---------|
| Final Maturity | 08/15/2019 | 1.990% | 18,100,000.00 | 18,100,000.00 | | |
| Entire Issue | | | 18,100,000.00 | 18,100,000.00 | 1.0778 | 1.9892% |

| | |
|--|-----------|
| Proceeds used for accrued interest | 0.00 |
| Proceeds used for bond issuance costs (including underwriters' discount) | 70,000.00 |
| Proceeds used for credit enhancement | 0.00 |
| Proceeds allocated to reasonably required reserve or replacement fund | 0.00 |

Notes:
Final
Note will not be callable.

PROOF OF ARBITRAGE YIELD

Collin County, Texas
\$18,100,000 Tax Note, Series 2018
***** Winning Bid From JPMorgan Chase Bank, N.A. *****

| Date | Debt Service | Present Value to 07/17/2018 @ 1.9891736325% |
|-------------|----------------------|--|
| 02/15/2019 | 208,109.78 | 205,743.35 |
| 08/15/2019 | 18,280,095.00 | 17,894,256.65 |
| | 18,488,204.78 | 18,100,000.00 |

Proceeds Summary

| | |
|-------------------------------------|----------------------|
| Delivery date | 07/17/2018 |
| Par Value | 18,100,000.00 |
| Target for yield calculation | 18,100,000.00 |

Notes:
Final
Note will not be callable.

BRACEWELL

July 25, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7017 1450 0000 7601 6483

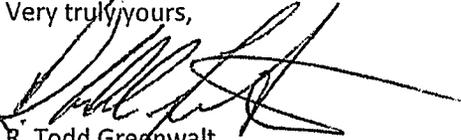
District Director
Internal Revenue Service
Ogden, UT 84201

Re: \$18,100,000 Collin County, Texas Tax Notes, Series 2018

Dear Sir or Madam:

Enclosed please find originally executed Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) for the above-captioned bond issue.

Very truly yours,



R. Todd Greenwalt
Partner

cc: Shana Hight

#3994836.2

R. Todd Greenwalt
Partner

T: 713.221.1138 F: 800.404.3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
todd.greenwalt@bracewell.com bracewell.com

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

| | | | |
|--|--|---|--|
| Part I Reporting Authority | | If Amended Return, check here <input type="checkbox"/> | |
| 1 Issuer's name Collin County, Texas | | 2 Issuer's employer identification number (EIN) 75-6000873 | |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) | | 3b Telephone number of other person shown on 3a | |
| 4 Number and street (or P.O. box if mail is not delivered to street address) 2300 Bloomdale Road | | Room/suite | 5 Report number (For IRS Use Only) 3 |
| 6 City, town, or post office, state, and ZIP code McKinney, Texas 75071 | | 7 Date of Issue 07/17/2018 | |
| 8 Name of Issue Tax Notes, Series 2018 | | 9 CUSIP number N/A | |
| 10a Name and title of officer or other employee of the Issuer whom the IRS may call for more information (see instructions) Jeff May, County Auditor | | 10b Telephone number of officer or other employee shown on 10a (972) 548-4641 | |

| | | |
|---|----------------------------|----------------------|
| Part II Type of Issue (enter the issue price). See the instructions and attach schedule. | | |
| 11 Education | 11 | |
| 12 Health and hospital | 12 | |
| 13 Transportation | 13 | |
| 14 Public safety | 14 | |
| 15 Environment (including sewage bonds) | 15 | |
| 16 Housing | 16 | |
| 17 Utilities | 17 | |
| 18 Other. Describe ► Public improvements, including County buildings and equipment | 18 | 18,100,000.00 |
| 19 If obligations are TANs or RANs, check only box 19a | ▼ <input type="checkbox"/> | |
| If obligations are BANs, check only box 19b | ▼ <input type="checkbox"/> | |
| 20 If obligations are in the form of a lease or installment sale, check box | ▼ <input type="checkbox"/> | |

| Part III Description of Obligations. Complete for the entire issue for which this form is being filed. | | | | | |
|---|-------------------------|-------------------------|---|-------------------------------|----------------|
| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| 21 | 08/15/2019 | \$ 18,100,000.00 | \$ 18,100,000 | 1.0778 years | 1.9892% |

| | | | | |
|--|--|-----------|------------------|----------------------|
| Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) | | | | |
| | 22 Proceeds used for accrued interest | | | 0.00 |
| 23 | Issue price of entire issue (enter amount from line 21, column (b)) | | | 18,100,000.00 |
| 24 | Proceeds used for bond issuance costs (including underwriters' discount) | 24 | 70,000.00 | |
| 25 | Proceeds used for credit enhancement | 25 | 0.00 | |
| 26 | Proceeds allocated to reasonably required reserve or replacement fund | 26 | 0.00 | |
| 27 | Proceeds used to currently refund prior issues | 27 | 0.00 | |
| 28 | Proceeds used to advance refund prior issues | 28 | 0.00 | |
| 29 | Total (add lines 24 through 28) | 29 | | 70,000.00 |
| 30 | Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | | 18,030,000.00 |

| | |
|--|---------------|
| Part V Description of Refunded Bonds. Complete this part only for refunding bonds. | |
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded | ▼ _____ years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded | ▼ _____ years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) | ▼ _____ |
| 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) | |

Part VI Miscellaneous

| | | | |
|------------|--|------------|--------------------------|
| 35 | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | 0 |
| 36a | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | 0 |
| b | Enter the final maturity date of the GIC ▶ _____ | | |
| c | Enter the name of the GIC provider ▶ _____ | | |
| 37 | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | 0 |
| 38a | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information: | | |
| b | Enter the date of the master pool obligation ▶ _____ | | |
| c | Enter the EIN of the issuer of the master pool obligation ▶ _____ | | |
| d | Enter the name of the issuer of the master pool obligation ▶ _____ | | |
| 39 | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | ▶ | <input type="checkbox"/> |
| 40 | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | ▶ | <input type="checkbox"/> |
| 41a | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information: | | |
| b | Name of hedge provider ▶ _____ | | |
| c | Type of hedge ▶ _____ | | |
| d | Term of hedge ▶ _____ | | |
| 42 | If the issuer has superintegrated the hedge, check box | ▶ | <input type="checkbox"/> |
| 43 | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box | ▶ | <input type="checkbox"/> |
| 44 | If the issuer has established written procedures to monitor the requirements of section 148, check box | ▶ | <input type="checkbox"/> |
| 45a | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ | | |
| b | Enter the date the official intent was adopted ▶ _____ | | |

| | | | | |
|-------------------------------|---|--------------------------|--|---|
| Signature and Consent | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. | | | |
| | Signature of issuer's authorized representative | 07/17/2018 Date | Jeff May, County Auditor Type or print name and title | |
| Paid Preparer Use Only | Print/type preparer's name R. Todd Greenwalt | Preparer's signature | Date 07/17/2018 | Check <input type="checkbox"/> if self-employed PTIN P01080971 |
| | Firm's name ▶ Bracewell LLP | | Firm's EIN ▶ 74-1024827 | |
| | Firm's address ▶ 711 Louisiana St., Suite 2300, Houston, TX 77002 | | Phone no. (713) 221-1138 | |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|---|
| <input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. | A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery |
| 1. Article Addressed to: District Director Internal Revenue Service Ogden, UT 84201  9590 9402 2601 6336 1108 69 | D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No |
| 2. Article Number (Transfer from service label) 7017 1450 0000 7601 6483 | 3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |
| PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt | |

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <small>POSTAGE WILL BE PAID BY ADDRESSEE</small> | |
|--|---|
| Collin County, Texas Tax Notes, Series 2018 | Postmark Here Todd Greenwalt |
| Certified Mail Fee \$ Extra Services & Fees (check box, add fees as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <input type="checkbox"/> Return Receipt (electronic) \$ <input type="checkbox"/> Certified Mail Restricted Delivery \$ <input type="checkbox"/> Adult Signature Required \$ <input type="checkbox"/> Adult Signature Restricted Delivery \$ Postage \$ Total Postage and Fees \$ | Sent To District Director Internal Revenue Service Ogden, UT 84201 |
| Street and Apt. No., or PO Box City, State, ZIP+4® | District Director Internal Revenue Service Ogden, UT 84201 |
| (PS Form 3800, April 2013) PSN 7530-02-000-0147 See Reverse for Instructions | |

RECEIPT OF PAYING AGENT/REGISTRAR
AND CERTIFICATE OF DELIVERY

The undersigned, authorized representative of JPMORGAN Chase Bank, N.A., Paying Agent/Registrar, hereby makes the following acknowledgments and certifications in connection with the issuance and delivery of \$18,100,000 principal amount of the Collin County, Texas Tax Notes, Series 2018 (the "Notes"). The undersigned hereby:

1. Acknowledges receipt of \$18,100,000 from DNT Asset Trust (the "Purchaser"), as described in the Closing Memorandum attached hereto as Exhibit A (the "Closing Memorandum") prepared by the Issuer's Financial Advisor, Hilltop Securities Inc.
2. Acknowledges and certifies the application of amounts described in paragraph 1 hereof as required by and in accordance with the Closing Memorandum.
3. Certifies that the initial Note for the Notes representing the aggregate principal amount of the Notes, was delivered to or upon order of the Purchaser.

DATED: July 17, 2018

JPMORGAN CHASE BANK, N.A.,
as Paying Agent/Registrar

By: Ann Marie Daniel
Authorized Officer

EXHIBIT A



Nick Bulaich

Managing Director
Public Finance

July 12, 2018

Mr. Bill Bilyeu
Collin County
2300 Bloomdale Road, Suite 4100
McKinney, TX 75071

Ms. Monika Arris
Collin County
2300 Bloomdale Road, Suite 4100
McKinney, TX 75071

Mr. Rob Collins
Bracewell LLP
1445 Ross Avenue, Suite 3800
Dallas, TX 75202

Ms. Keba Batie
JP Morgan Chase Bank, N.A.
2200 Ross Avenue, 8th Floor
Dallas, TX 75201

Mr. Mark Nitcholas
Hutchinson, Shockey, Erley & Co.
4545 Post Oak Place Drive, Suite 215
Houston, TX 77027

Mr. Hoang Vu
Orrick
609 Main Street, 40th Floor
Houston, TX 77002

RE: Closing instructions with respect to \$18,100,000 Collin County, Texas (the "County") Tax Note, Series 2018 (the "Note")

Ladies and Gentlemen:

Payment for the above referenced Note is scheduled to occur at 10:00 AM, CDT on July 17, 2018 (the "Closing Date") and payment therefor is to occur at the offices of DNT Asset Trust. (the "Purchaser"). JP Morgan Chase Bank, N.A. will act as its own paying agent.

| | |
|------------------------|------------------------|
| Sources: | |
| Par Amount | \$ 18,100,000.00 |
| Total Sources of Funds | <u>\$18,100,000.00</u> |

| | |
|---------------------|------------------------|
| Uses: | |
| Project Fund | \$18,030,000.00 |
| Cost of Issuance | 70,000.00 |
| Total Uses of Funds | <u>\$18,100,000.00</u> |

On the Closing Date, the Purchaser is instructed to disburse and expend funds as follows:

- A. Transmit by wire transfer less costs of issuance, to American National Bank, 720 S. Greenville Ave., Allen, TX 75002-0073, ABA # 111901519, Account # 700020167, Account Name: Pooled Cash, Ref: Collin County\$18,030,000.00
- B. Transmit by wire transfer to Harris Trust & Savings Bank, 111 West Monroe Street, Chicago, IL 60603, ABA #071000288, Account #293-744-9, Account Name: Hutchinson, Shockey, Erley & Co., for payment of Placement Agent fee\$ 3,000.00

C. Transmit by wire transfer to JPMorgan Chase Bank, N.A., ABA #021000021, Hilltop Securities Inc., Account #08805076955, FFC: Collin County, Texas (1343-012), Attn.: Settlement Department, for payment of costs of issuance.....\$67,000.00

Total Funds to be Disbursed.....\$18,100,000.00

Your cooperation regarding the wiring, receipt and disbursement of funds in accordance with this letter is greatly appreciated. Should you have any further questions, please advise me at (817) 332-9710.

Very truly yours,



Nick Bulaich
Managing Director

cc: Mr. David Medanich
Mr. Adam LanCarte
Mr. Joe Brawner
Hilltop Securities Inc.

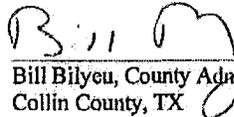
Ms. Julie Partain
Mr. Todd Greenwalt
Ms. Shana Hight
Bracewell LLP

Ms. Ann Marie Daniel
JP Morgan Chase Bank, N.A

Mr. Jeff May
Collin County, Texas

Ms. Yvonne Bustamante
Hutchinson, Shockey, Erley & Co.

Authorized and Approved:



Bill Bilyeu, County Administrator
Collin County, TX

BRACEWELL

July 17, 2018

\$18,100,000
COLLIN COUNTY, TEXAS
TAX NOTES
SERIES 2018

WE HAVE represented Collin County, Texas (the "Issuer") as its bond counsel in connection with an issue of tax notes (the "Notes") described as follows:

COLLIN COUNTY, TEXAS, TAX NOTES, SERIES 2018, dated July 17, 2018, in the principal amount of \$18,100,000.

The Notes mature, bear interest, and may be transferred and exchanged as set out in the Notes and in the order adopted by the Commissioners Court of the Issuer authorizing their issuance (the "Order").

WE HAVE represented the Issuer as its bond counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Notes under the Constitution and laws of the State of Texas and with respect to the exclusion of interest on the Notes from gross income for federal income tax purposes. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the Issuer or the disclosure thereof in connection with the sale of the Notes.

IN OUR CAPACITY as bond counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Notes, on which we have relied in giving our opinion. The transcript contains certified copies of certain proceedings of the Issuer and customary certificates of officers, agents and representatives of the Issuer and other public officials and other certified showings relating to the authorization and issuance of the Notes. We have examined executed Note No. 1 of this issue. We have also examined such applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), court decisions, Treasury Regulations and published rulings of the Internal Revenue Service (the "Service") as we have deemed relevant. Capitalized terms used herein, unless

Bracewell LLP

T: +1.214.468.3800 F: +1.800.404.3970
1445 Ross Avenue, Suite 3800, Dallas, Texas 75202-2724
bracewell.com

BRACEWELL

July 17, 2018

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otherwise defined, have the meanings set forth in the Order adopted by the Issuer with respect to the issuance of the Notes.

BASED ON SUCH EXAMINATION, IT IS OUR OPINION THAT:

- (A) The transcript of certified proceedings evidences complete legal authority for the issuance of the Notes in full compliance with the Constitution and laws of the State of Texas presently effective and, therefore, the Notes constitute valid and legally binding obligations of the Issuer; and
- (B) A continuing ad valorem tax upon all taxable property within Collin County, Texas, necessary to pay the interest on and principal of the Notes, has been levied and pledged irrevocably for such purposes, within the limits prescribed by law, and the total indebtedness of the Issuer, including the Notes, does not exceed any constitutional, statutory or other limitations.

THE RIGHTS OF THE OWNERS of the Notes are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

IT IS OUR FURTHER OPINION THAT, under existing law:

- (1) Interest on the Notes is excludable from gross income for federal income tax purposes; and
- (2) The Notes are not "private activity bonds" within the meaning of the Code and, as such, interest on the Notes is not subject to the alternative minimum tax.

In providing such opinions, we have relied on representations of the Issuer, the Issuer's Financial Advisor and the Purchaser with respect to matters solely within the knowledge of the Issuer, the Issuer's Financial Advisor and the Purchaser, respectively, which we have not independently verified and have assumed for purposes of this opinion continuing compliance with the covenants in the Order pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Notes for federal income tax purposes. In the event that such representations are determined to be inaccurate or incomplete or the Issuer fails to comply with the foregoing provisions of the Order, interest on the Notes could become includable in gross income from the date of original delivery, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, we express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Notes.

BRACEWELL

July 17, 2018

Page 3

Owners of the Notes should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively-connected earnings and profits (including tax-exempt interest such as interest on the Notes).

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Notes. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted in the Order not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Notes as includable in gross income for federal income tax purposes.

Bracewell LLP