
COLLIN COUNTY, TEXAS

ORDER AUTHORIZING THE ISSUANCE OF
COLLIN COUNTY, TEXAS TAX NOTES, SERIES 2025

Adopted: June 9, 2025

TABLE OF CONTENTS

	Page
Recitals.....	1

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	2
Section 1.02. Other Definitions	4
Section 1.03. Findings.....	4
Section 1.04. Table of Contents, Titles and Headings.....	4
Section 1.05. Interpretation.....	4

ARTICLE II

SECURITY FOR THE NOTES

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization	5
Section 3.02. Date, Denomination, Maturities, Numbers and Interest	6
Section 3.03. Medium, Method and Place of Payment.....	6
Section 3.04. Execution and Initial Registration	7
Section 3.05. Ownership.....	8
Section 3.06. Registration, Transfer and Exchange.....	8
Section 3.07. Cancellation	9
Section 3.08. Temporary Notes	9
Section 3.09. Replacement Notes	9
Section 3.10. Book-Entry Only System.....	10

ARTICLE IV

NO REDEMPTION

Section 4.01. No Redemption	11
-----------------------------------	----

ARTICLE V

PAYING AGENT/REGISTRAR

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

ARTICLE VI

FORM OF THE NOTES

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

ARTICLE VII

SALE OF THE NOTES; CONTROL AND DELIVERY OF THE NOTES

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

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

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

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

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

Section 9.03. Federal Income Tax Matters	22
--	----

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default	24
Section 10.02. Remedies for Default	24
Section 10.03. Remedies Not Exclusive	24

ARTICLE XI

DISCHARGE

Section 11.01. Discharge	25
--------------------------------	----

ARTICLE XII

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 12.01. Amendments to Order and Pricing Certificate.....	25
---	----

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order	25
Section 13.02. Partial Invalidity.....	25
Section 13.03. No Personal Liability	25

Execution	24
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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 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,100,000; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR 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, the County has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Section 1371(4)(P) of Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the County desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

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

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:

“Authorized Officer” means the County Judge, the County Administrator, or the Director of Budget & Finance, each acting individually or together.

“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).

“County” means the Collin County, Texas.

“Dated Date” means the date designated as the date of the Notes in the Pricing Certificate.

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

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

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

“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).

“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 on the date set forth in the Pricing Certificate, and the date of final maturity of the Notes, if applicable, as set forth in the Pricing Certificate.

“Note” means any of the Notes.

“Notes” means the County’s tax notes entitled “Collin County, Texas, Tax Notes, Series 2025” authorized to be issued by Section 3.01 of this Order.

“Order” means this Order.

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

“Paying Agent/Registrar” means the Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto.

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

“Pricing Certificate” means the pricing certificate setting forth the final terms of the Notes, as directed by and pursuant to the Order, to be executed by an Authorized Officer.

“Purchase Contract” means, if the Notes are sold in a negotiated sale, the purchase contract between the County and the Underwriters providing for the sale of such Notes to the Underwriters.

“Purchaser” means, if the Notes are sold in a competitive sale, the initial purchaser of such Notes designated in the Pricing Certificate.

“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).

“Record Date” means the last business day of the month next preceding an Interest Payment Date, unless otherwise provided in the Pricing Certificate.

“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.

“Representation Letter” means the Blanket Letter of Representations between the County and DTC.

“Representative” means the representative of the Underwriters, if any, designated in the Purchase Contract.

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

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

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

“Underwriters” means, if any series or subseries of Bonds are sold in a negotiated sale, the underwriters designated in the Pricing Certificate relating to such Bonds.

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 Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The County's tax notes, to be designated "Collin County, Texas, Tax Notes, Series 2025," unless otherwise named in Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Act and Chapter 1371, in the aggregate principal amount of not to exceed \$8,100,000 for the purpose of paying contractual obligations to be incurred in connection with (i) acquiring equipment and machinery for existing County buildings and facilities, including the Courthouse, adult and juvenile detention facilities, judicial facilities, and the central plant, to include HVAC, boilers, cooling towers, elevators, power supply, and generators; (ii) renovating, improving and equipping adult and juvenile detention facilities, JP facilities and the Courthouse; (iii) acquiring and implementing asset management software (items 3.01(i) through (iii) collectively, the "Projects"); (iv) paying professional services related to the Projects, and (v) paying the costs of issuance of the Notes.

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

(b) The Notes shall mature on dates and in the principal amounts set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Note, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Dated Date, unless otherwise provided in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

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

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

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. 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 the Representative, as applicable, or their designee, executed and registered as provided above, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or Representative, as applicable, or their designee. Upon payment for each Initial Note, the Paying Agent/Registrar shall cancel each Initial Note and deliver

to DTC on behalf of the Purchaser or the Underwriters, as applicable, registered definitive Notes as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Notes in safekeeping for DTC.

Section 3.05. Ownership. (a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any 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.

Section 3.10. Book-Entry Only System.

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

(b) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose

of payment of principal of, premium, if any, and interest on the Notes, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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 Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Notes, unless otherwise specified in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the County Judge and County Clerk, a 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. The Commissioners Court hereby approves the form of the Paying Agent/Registrar 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.

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

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

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, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate:

(a) [Form of Note]

REGISTERED

REGISTERED

No. R-_____

\$_____

United States of America
State of Texas
COLLIN COUNTY, TEXAS

[TAX NOTE, SERIES _____]⁽¹⁾

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:

_____ % February 15, _____, 20____⁽²⁾ _____

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

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

_____ DOLLARS

unless this Note shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing _____, 20____.⁽³⁾

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, or such other location designated by The Bank of New York Mellon Trust Company, N.A. (the “Designated Payment/Transfer Office”), as the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable 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

⁽¹⁾ Insert from Pricing Certificate.

⁽²⁾ Insert from Pricing Certificate.

⁽³⁾ Insert from Pricing Certificate.

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. 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 notes specified in the title hereof issued in the aggregate principal amount of \$_____ ⁽⁴⁾ (herein referred to as the "Notes") pursuant to a certain order of the Commissioners Court of the County (the "Order") for the public purpose of providing funds for the purpose of [(i) acquiring equipment and machinery for existing County buildings and facilities, including the Courthouse, Adult and Juvenile Detention Facilities, judicial facilities, and Central Plant, to include HVAC, boilers, cooling towers, elevators, power supply, and generators; (ii) renovating, improving and equipping Adult and Juvenile Detention and JP facilities; (items 3.01(i) and (ii) collectively, the "Projects"); (iii) paying professional services related to the Projects, and (iv) paying the costs of issuance of the Notes].

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

The Notes are not subject to optional redemption prior to stated 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 endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized

⁽⁴⁾ Insert from Pricing Certificate.

denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this 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

County Judge, Collin County

[SEAL]

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

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

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

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

Comptroller of Public Accounts
of the State of Texas

[SEAL]

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: _____) the within 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 by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

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

- (i) immediately under the name of the Note the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As shown below," and the reference to the "CUSIP NUMBER" shall be deleted;
- (ii) in the first paragraph of the Note, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years

Principal Installments

Interest Rates

(Information to be inserted from the Pricing Certificate); and

- (iii) each Initial Note shall be numbered T-1.

Section 6.03. CUSIP Registration. The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the 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 each Note over the certification of the County Clerk of the County, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTES; CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes; Official Statement.

(a) As authorized by Chapter 1371, Texas Government Code, the Authorized Officer is hereby authorized to act on behalf of the County in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Notes will be sold, the number and designation of the Notes to be issued, whether such Notes shall be issued as taxable or tax-exempt, the form in which the Notes shall be issued, the years and dates on which the Notes will mature, the principal amount to mature in each of such years, the aggregate principal amount of Notes to be issued by the County, the rate of interest to be borne by each maturity of the Notes, the Interest Payment Dates, the dates, prices and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the County and shall be subject to mandatory sinking fund redemption, whether the Notes shall be sold in a competitive or negotiated sale, and all other matters relating to the issuance, sale and delivery of the Bonds; subject to the following conditions:

(i) the aggregate principal amount of the Notes authorized to be issued for the purposes described in Section 3.01 shall not exceed the limit described in that Section (\$8,100,000);

(ii) the Notes shall not mature later than February 15, 2027;

(iii) the Notes shall not bear interest at a true interest cost greater than 4.75% and the net effective interest rate on the Notes shall not exceed the maximum rate permitted by law; and

(iv) the Notes, to the extent required by Chapter 1371, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations.

(b) If the Notes are sold in a competitive sale, the Authorized Officer is authorized to, in conformity with this Order, approve the terms, conditions and specifications for the sale of the

Notes in the Notice of Sale. The Authorized Officer is further authorized to award the sale of the Notes to the purchaser submitting a bid form conforming to the specification set forth in the Notice of Sale which produces the lowest true interest cost to the County. If the Notes are sold in a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the County the Purchase Contract providing for the sale of the Notes to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the County, such approval and determination being evidenced by its execution thereof by the Authorized Officer.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on August 15, 2025, unless otherwise extended by the Commissioners Court by separate action.

(d) The County hereby approves the preparation and distribution of a Preliminary Official Statement and a Notice of Sale (if the Notes are sold in a competitive sale) for use in the initial offering and sale of the Notes, each in the form and with such addenda, supplements or amendments as may be approved by the Authorized Officer. The Preliminary Official Statement (in the form and with such addenda, supplements or amendments as are approved by the Authorized Officer) is hereby deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934. The County hereby authorizes the preparation of a final Official Statement reflecting the terms of the sale of the Notes and other relevant information. The use of such final Official Statement by the Underwriters or the Purchaser, as applicable, (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters or the Purchaser, as applicable) is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement. The use and distribution of the Preliminary Official Statement for the Notes and the preliminary public offering of the Notes by the Underwriters is hereby ratified, approved and confirmed.

(e) 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.

(f) The obligation of the Purchaser or Underwriters, as applicable, to accept delivery of the Notes is subject to the Purchasers or Underwriters, as applicable, being furnished with the final, approving opinion of Bracewell LLP, Dallas, Texas, 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 2025, Interest and Sinking Fund (the “Interest and Sinking Fund”); and

(ii) The Collin County, Texas, Tax Notes, Series 2025, 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 as set forth in the Pricing Certificate.

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. Federal Income Tax Matters.

(a) General. The County covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Notes to be includable in gross income for federal income tax purposes. In furtherance thereof, the County covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the County in connection with the Notes.

(b) No Private Activity Bonds. The County covenants that it will use the proceeds of the Notes (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Notes will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, 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 be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The County covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Notes 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 not to take any action or omit to take action that, if taken or omitted, would cause the Notes to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The County covenants that it will make such use of the proceeds of the Notes (including investment income) and regulate the investment of such proceeds of the Notes so that the Notes will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The County covenants that, if the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Notes, be rebated to the United States.

(g) Information Reporting. The County covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Notes in accordance with section 149(e) of the Code.

(h) Record Retention. The County covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Notes and the use of the property financed, directly or indirectly, thereby until three years after the last Note is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Notes are “registration-required bonds” under section 149(a)(2) of the Code, the Notes will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the County will not be required to comply with any of the federal tax covenants set forth above if the County has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the County’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Notes for as long as such matters are relevant to the excludability of interest on the Notes from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the County, this Order

serves as the County's official declaration of intent to use proceeds of the Notes to reimburse itself from proceeds of the Notes issued in the maximum amount authorized by this Order for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

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. Unless otherwise provided in the Pricing Certificate, the Notes may be refunded, defeased, purchased or discharged in any manner permitted by applicable law.

ARTICLE XII

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 12.01. Amendments to Order and Pricing Certificate. (a) The County reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any registered owners of the Notes in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in the Order or the Pricing Certificate, or both.

(b) The County reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount of the Notes then outstanding, to amend, add to, or rescind any of the provisions of the Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Notes then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Notes, (ii) reduce the principal amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Notes; (ii) give any preference to any Notes 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 Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order or to the Pricing Certificate if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

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

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any 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 _____ day of June, 2025.

County Judge
Collin County, Texas

ATTEST:

County Clerk
Collin County, Texas

[SEAL]