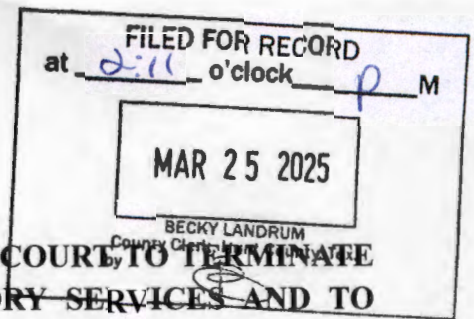


RESOLUTION 19,377



A RESOLUTION FOR HUNT COUNTY COMMISSIONERS COURT TO TERMINATE ITS EXISTING AGREEMENT FOR FINANCIAL ADVISORY SERVICES AND TO ENTER INTO A NEW AGREEMENT FOR FINANCIAL ADVISORY SERVICES

WHEREAS, Hunt County previously entered into a Financial Advisory Services Agreement with Hilltop Securities Asset Management, LLC to provide financial advisory services to the County; and

WHEREAS, the existing agreement includes a 30-day termination clause, allowing either party to terminate the agreement upon providing written notice; and

WHEREAS, the Commissioners Court finds that it is in the best interest of Hunt County to terminate the agreement and engage a new financial advisor to better serve the County's financial and strategic goals; and

WHEREAS, the Commissioners Court has determined that Specialized Public Finance Inc. is the most qualified provider based on demonstrated competence, experience, and the best interests of the County; and

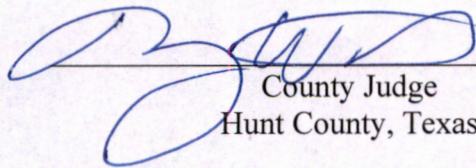
NOW, THEREFORE, BE IT RESOLVED that the Hunt County Commissioners Court hereby authorizes the termination of the Financial Advisory Services Agreement with Hilltop Securities Asset Management, LLC, effective April 25th, 2025, in accordance with the terms of the agreement; and

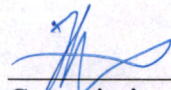
BE IT FURTHER RESOLVED that the County Judge is authorized to execute and send a written Notice of Termination to Hilltop Securities Asset Management, LLC, providing the required 30-day notice as stipulated in the agreement.

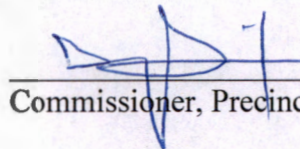
BE IT FURTHER RESOLVED that the Hunt County Commissioners Court hereby approves and authorizes the execution of a Financial Advisory Services Agreement with Specialized Public Finance Inc., effective immediately upon termination of the prior agreement; and

BE IT FINALLY RESOLVED that the Hunt County Treasurer and County Auditor are directed to process any final payments due under the agreement for services rendered up to the effective termination date and coordinate with Specialized Public Finance Inc. to initiate services for the County.

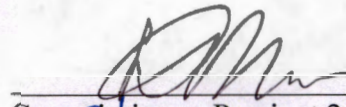
The foregoing Resolution was read and adopted on March 25th, , 2025.

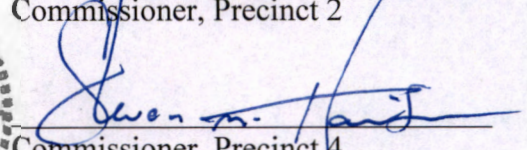

County Judge
Hunt County, Texas


Commissioner, Precinct 1

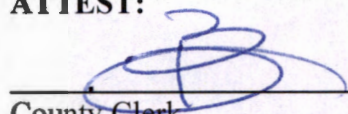

Commissioner, Precinct 3




Commissioner, Precinct 2


Commissioner, Precinct 4

ATTEST:


County Clerk
Hunt County, Texas

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between the Hunt County, Texas ("Issuer") and Specialized Public Finance Inc. ("SPFI") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as "Debt") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective; and

WHEREAS, the Issuer acknowledges that the selection of SPFI was made based on qualifications and demonstrated competence, in accordance with Texas Local Government Code § 262.024, and that compensation was negotiated to ensure fair and reasonable terms.

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section V hereof.

1. Financial Planning. Provide financial planning services related to Debt plans and programs.
2. Debt Elements. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.

3. Method of Sale. Make a recommendation as to an appropriate method of sale, including but not limited to competitive sale, negotiated sale or private/limited offering.
4. Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
5. Printing. Coordinate all work incidents to printing of the offering documents and other documents required by the Issuer.
6. Closing. Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.

SECTION II CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant to written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of the Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of the Issuer and the Rule at a flat rate of \$350 per material event filing.
3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,500 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of five (5) years from such date. Unless SPFI or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 5-year period.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

Expense Reimbursement Limitations:

SPFI shall be reimbursed for reasonable and necessary expenses incurred in the performance of its duties under this Agreement. However, any single expense exceeding \$2,500 shall require prior written approval from the Issuer before being incurred.

All requests for reimbursement must be accompanied by itemized invoices detailing the nature and necessity of the expense. The Issuer retains the right to dispute or deny reimbursement for any expense deemed excessive, unnecessary, or not pre-approved as required by this Agreement.

SECTION VI MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Hunt County, Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Texas State Law Certifications.

(a) *No Israel Boycott Certification.* SPFI 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, neither SPFI, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the SPFI (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.

(b) *No Energy Company Boycott Certification.* SPFI represents that, pursuant to Texas Government Code, 2274, as enacted in Senate Bill 13 by the 87th Legislature, if SPFI is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Issuer is \$100,000 or more, SPFI represents and warrants to Issuer that SPFI does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

(c) *No Discrimination of Firearm Entities or Trade Associations Certification.* SPFI represents that, pursuant to Texas Government Code, Chapter 2274, as enacted in Senate Bill 19 by the 87th Legislature, if SPFI is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Issuer is \$100,000 or more, SPFI represents and warrants to Issuer that SPFI does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. A “firearm entity” means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A “firearm trade

association” means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

(d) Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Issuer is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, SPFI certifies to Issuer that it is not a listed company under any of those Texas Government Code provisions. SPFI hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null, and void should facts arise leading Issuer to believe that SPFI was a listed company at the time of this Agreement.

4. Indemnification. SPFI agrees to indemnify, defend, and hold harmless Hunt County, its officers, employees, and agents from and against any claims, liabilities, damages, or expenses arising out of SPFI's negligence, misconduct, or breach of this Agreement.
5. Notice. All notices, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent via certified mail, return receipt requested, or emailed with confirmation of receipt. All notices to and instructions from Hunt County shall be directed to or issued by the Hunt County Judge, or any other representative that the Hunt County Judge may designate in writing.
6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Specialized Public Finance Inc.

By: _____
Managing Director

Hunt County, Texas

By: _____

Title: County Judge

Date: _____

The Issuer acknowledges that the decision to engage SPFI was reached based solely upon the expertise of SPFI to perform the duties outlined in this Agreement. The Issuer further acknowledges that no non-public information was relied upon in the decision to engage SPFI.

APPENDIX A

Fee Schedule:

Base Fee-Any Issue	\$3,000	
Plus \$12.50 per \$1,000 up to	\$250,000 or a total of \$6,125	for \$250,000 Bonds
Plus \$11.50 per \$1,000 next	\$250,000 or a total of \$9,000	for \$500,000 Bonds
Plus \$7.00 per \$1,000 next	\$500,000 or a total of \$12,500	for \$1,000,000 Bonds
Plus \$4.65 per \$1,000 next	\$1,500,000 or a total of \$19,475	for \$2,500,000 Bonds
Plus \$2.75 per \$1,000 next	\$2,500,000 or a total of \$26,350	for \$5,000,000 Bonds
Plus \$2.50 per \$1,000 next	\$5,000,000 or a total of \$38,850	for \$10,000,000 Bonds
Plus \$1.95 per \$1,000 next	\$10,000,000 or a total of \$58,350	for \$20,000,000 Bonds
Plus \$1.35 per \$1,000 next	\$10,000,000 or a total of \$71,850	for \$30,000,000 Bonds
Plus \$1.30 per \$1,000 next	\$20,000,000 or a total of \$97,850	for \$50,000,000 Bonds
Plus \$1.25 per \$1,000 over	\$50,000,000	

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency. Additionally, the above charges shall be multiplied by 1.25 times for the issuance of refunding bonds, reflecting the additional services required.

The charges for ancillary services shall be levied only for those services which are reasonably necessary in completing the transaction and such charges were incurred at the specified direction of the Issuer.

The payment of charges for financial advisory services in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefore between SPFI and the Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable:

Bond counsel
Bond ratings
Computer structuring
Continuing Disclosure, as per Section II
Credit enhancement
Verification agent
Official statement preparation
Official statement printing
Paying agent/registrar/trustee
Travel related expenses
Underwriter and underwriters' counsel
Delivery, copy, conference call charges and other miscellaneous charges

The payment of reimbursable expenses that SPFI has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by SPFI.

ORDER # _____

**AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS
GRANTING THE DISCRETIONARY EXEMPTION TO THE COMPETITIVE
BIDDING REQUIREMENTS OF SECTION 262 OF THE TEXAS LOCAL
GOVERNMENT CODE FOR PROFESSIONAL SERVICES PURCHASED FOR
PROVIDING HUNT COUNTY WITH FINANCIAL ADVISORY SERVICES AND
SETTING AN EFFECTIVE DATE.**

WHEREAS, Hunt County previously entered into a Financial Advisory Services Agreement with Hilltop Securities Asset Management, LLC to provide financial advisory services to the County; and

WHEREAS, the Commissioners Court of Hunt County finds that it is in the best interest of the County to terminate that agreement and engage a new financial advisor to better serve the County's financial and strategic goals; and

WHEREAS, the Commissioners Court has determined that Specialized Public Finance Inc. is the most qualified provider based on demonstrated competence, experience, and the best interests of the County; and

WHEREAS, as the County always endeavors to abide by the competitive bidding requirements of Section 262 of the Texas Local Government Code for County purchases, it is necessary for the Commissioners Court to grant a discretionary exemption allowed under Section 262.024(a)(4) for the purchase of the professional services that a financial advisor provides to better serve the County's financial and strategic goals; and

WHEREAS, the kind of financial advisory work to be performed on behalf of Hunt County requires a high degree of specialized knowledge, training, and expertise in public finance, municipal bond structuring, and regulatory compliance, it is also necessary to grant the discretionary exemption for the purchase of such professional financial advisory services.

BE IT ORDAINED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

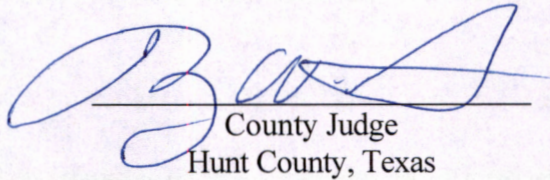
Section 1. Findings. The statements contained in the preamble to this Order are true and correct and are hereby adopted as findings of fact and as part of the operative provision hereof.


Section 2. Approval. The approval of this Order as evidence by the signatures below grants, by order of the Hunt County Commissioners Court, the discretionary exemption for the purchase of professional services necessary to better serve the County's financial and strategic goals as listed in the preamble to this Order.

Section 3. Setting an Effective Date. This Order shall take effect immediately upon approval.

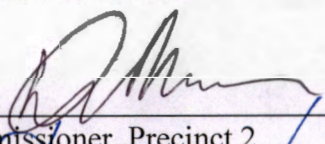
The foregoing Order was adopted on March 25, 2025.

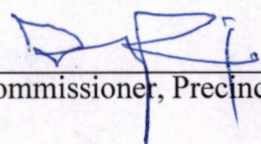
(Signatures on following page)

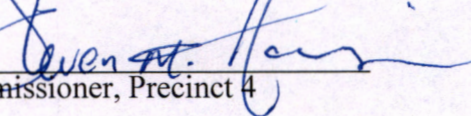

County Judge
Hunt County, Texas


Commissioner, Precinct 1





Commissioner, Precinct 2


Commissioner, Precinct 3


Commissioner, Precinct 4

ATTEST:


County Clerk
Hunt County, Texas