

**GENERAL CERTIFICATE**

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

I. General

1.1 This certificate relates to the Hopkins County, Texas General Obligation Refunding Bond, Series 2018 (the "Bond"), in the authorized aggregate original principal amount of \$2,180,000. Except as otherwise provided herein, capitalized terms used herein shall have the meanings assigned to such terms in the order authorizing the issuance of the Bond.

1.2 As of the date hereof, the members and officers of the Commissioners Court and certain other officers of the County are as follows:

Robert Newsom, County Judge  
Mickey Barker, Commissioner  
Mike Odell, Commissioner  
Wade Bartley, Commissioner  
Danny Evans, Commissioner

Debbie Shirley, County Clerk  
Shannah Howle, County Auditor  
Jim Thompson, County Treasurer

1.3 The assessed value of taxable property in the County subject to taxation by the County, as shown by its official tax rolls for tax year 2017, being its latest approved official assessment rolls, is \$\_\_\_\_\_.

1.4 The total outstanding tax-supported bond indebtedness of the County as of the date hereof, excluding the Bond, and the obligations refunded by the Bond, is \$2,490,000.

1.5 A schedule of debt service requirements of the County's tax-supported bonds is attached hereto as Exhibit A and incorporated herein.

1.6 Neither the corporate existence nor boundaries of the County nor the title of its present officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bond have been repealed, revoked, or rescinded.

1.7 All official action of the County relating to the Bond and the Order authorizing issuance of the Bonds (the "Order") are in full force and effect and has not been amended, modified or supplemented.

1.8 The County is not in default with respect to the Bonds or the order authorizing the issuance of the Bonds.

1.9 None of the Refunded Bonds have been held in, or purchased for the account of, the Interest and Sinking Fund created and maintained for the benefit of such bonds being so refunded, or purchased with any money collected from any taxes levied for the benefit thereof, and, except with respect to the amount set forth in the verification report prepared in connection with the issuance of the Bonds, if any, nothing in said Interest and Sinking Fund and none of said tax money will be used for the retirement of any of such bonds.

1.12 The County has received all required disclosure filings under Section 2252.908 of the Texas Government Code and the rules of the Texas Ethics Commission ("TEC") in connection with the authorization and issuance of the Certificates and acknowledgment of the receipt of such filings has or will be made in accordance with TEC's rules.

1.13 With respect to the contracts contained within the transcript of proceedings that are subject to Section 2252.151, Texas Government Code, none of the counter parties to those contracts are listed as a "foreign terrorist organization" on the list prepared and maintained under Texas Government Code Sections 806.051, 807.051 or 2252.153.

## II. Signature Identification and No-Litigation

2.1 No litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, or the levy or the collection of the ad valorem taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the order authorizing the issuance of the Bonds or the Bond Purchase Agreement, the powers of the County or contesting the authorization of the Bonds or the Order, or contesting in any way the accuracy, completeness or fairness of the Official Statement relating to the Bonds.

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

2.3 The Bond is in substantially in the form, and has been duly executed and signed in the manner prescribed in the Order.

2.4 The Attorney General is hereby authorized and directed to date this Certificate concurrently with the date of approval of the Bond. If any litigation or contest should develop pertaining to the Bond or any other matters covered by this Certificate, the undersigned will notify the Attorney General thereof immediately by telephone. With this assurance the Attorney General can rely on the absence of any such litigation or contest, and on the veracity and currency of this Certificate, at the time the Bond is approved, unless the Attorney General is notified otherwise as aforesaid.

[Execution Page Follows]

EXECUTED AND DELIVERED ON 4-4-2018

Manual Signatures

Official Titles

*Robert Nease*

County Judge, Hopkins County, Texas

*Debbi Sturley*

County Clerk, Hopkins County, Texas

**ACKNOWLEDGMENT**

BEFORE ME, the undersigned authority, on this day personally appeared the foregoing individuals, known to me to be the persons and officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 2018.



*Donna L. Goins*  
Notary Public, State of Texas

[NOTARY SEAL]

**EXHIBIT A**

**SCHEDULE OF DEBT SERVICE REQUIREMENTS  
OF THE COUNTY'S TAX-SUPPORTED BONDS**

(See attached)

## PURCHASE AGREEMENT

April 4, 2018

Hopkins County, Texas  
118 Church Street  
Sulphur Springs, Texas 75482

RBC Capital Markets, LLC  
303 Pearl Parkway, Suite 220  
San Antonio, Texas 78215

McCall, Parkhurst & Horton L.L.P.  
717 North Harwood Street, Suite 900  
Dallas, Texas 75201

Re: \$2,195,000 Hopkins County, Texas General Obligation Refunding Bond, Series 2018

I, the undersigned, being an authorized officer of Alliance Bank (the "Bank"), being a financial institution, to-wit: a bank within the definition of section 3(a)(2) of the Securities Act of 1933, engaged in the business of investing in securities such as the obligation described above (the "Obligation"), acknowledge that Hopkins County, Texas (the "Issuer"), is issuing its General Obligation Refunding Bond, Series 2018, for the purpose of refunding certain outstanding obligations of the Issuer as described in the order adopted by the Commissioners Court of the Issuer October 9, 2017 (the "Bond Order"), and the Pricing Certificate dated April 4, 2018, executed by the "Pricing Officer" designated in the Bond Order (the Pricing Certificate, together with the Bond Order, are herein collectively referred to as the "Order") and to pay costs of issuing the Obligation. The Obligation is to be issued under the authority of Chapter 1207, Texas Government Code, as amended.

The Bank understands that the Obligation is payable from and secured by the receipts of an annual ad valorem tax levied, within the limits prescribed by law, sufficient to pay the interest on and principal of the Obligation, as such interest and principal come, and further understands that, in accordance with State law, the Issuer is limited to a tax rate of \$0.80 per \$100 of taxable assessed valuation, including the payment of debt service on its debt, including the Obligation.

The Bank further understands that the Obligation will be sold for cash, will be approved by the Attorney General of the State of Texas, and will be delivered in the form of one fully-registered Obligation representing the aggregate principal amount of the Obligation of \$2,195,000. The Obligation will initially be made payable to the order of the Bank, but may be assigned by the Bank in whole, but not in part, and the Bank or any assignee of the Obligation from any prior registered owner shall be the registered owner thereof. The Obligation will be delivered in physical form and will not be subject to a book entry system of payment, registration and transfer.

In connection with the Obligation, the Bank agrees as follows:

- A. Delivery of the Obligation to the Bank (the "Closing") shall be made at the office of the Paying Agent/Registrar for the Obligation, Alliance Bank, on May 1, 2018 (the "Closing Date").

- B. The purchase price for the Obligation shall be the principal amount thereof. The Issuer will pay or provide for payment of the costs of a \$500 one time legal review fee for Bank counsel.
- C. Interest on the Obligation will accrue from the date of initial delivery, and shall be payable September 1, 2018, and semiannually on each March 1 and September 1 thereafter. The outstanding principal balance of the Obligation shall bear interest as described below.
- D. The outstanding principal balance of the Obligation shall finally mature on September 1, 2025, but shall mature and be paid in installments on the dates and in the amounts and shall bear interest on the unpaid principal installment amounts thereof as set forth in the table below:

<u>Payment Date</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
September 1, 2018	\$ 25,000	2.600%
September 1, 2019	220,000	2.600%
September 1, 2020	225,000	2.600%
September 1, 2021	345,000	2.600%
September 1, 2022	355,000	2.600%
September 1, 2023	440,000	2.600%
September 1, 2024	455,000	2.600%
September 1, 2025	130,000	2.600%

- E. The Obligation will be fully registered as to principal and interest, and the Bank shall serve as the initial paying agent and registrar for the Obligation for no fee.
- F. On any date, the unpaid principal installments of the Obligation may be redeemed in whole or in part prior to their scheduled due dates, at the option of the Issuer upon twenty (20) days prior written notice, at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.
- G. In regard to its purchase of the Obligation, the Bank acknowledges that no prospectus or other offering document has been prepared; however, the Issuer has furnished the Bank with all information requested by the Bank to permit the Bank to make an informed decision concerning its purchase of the Obligation, and the Bank has made such inspections and investigations as it has deemed necessary to determine the investment quality of the Obligation and to assess all risk factors associated with the purchase and ownership of the Obligation. The Bank hereby acknowledges and represents that it is familiar with the financial condition of the Issuer and the ability of the Issuer to timely pay the principal of and interest on the Obligation. The Bank has had a reasonable opportunity to request and review such other information the Bank has requested of the Issuer as a result of the Bank having attached significance thereto in order for the Bank to make an informed investment decision. The Bank is not relying on McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel, or RBC Capital Markets, LLC, the Issuer's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Bank by the Issuer in connection with its determination to make an investment in the Obligation.
- H. The Obligation is being purchased by the Bank for the account of the Bank as evidence of a loan (and not on behalf of another), and the Bank has no present intention of reselling such Obligation or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance;

provided, however that the Bank reserves the right to sell, pledge, transfer, convey, hypothecate, or dispose of the Obligation without notice to the Issuer at some future date, but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Obligation. In connection with the purchase of the Obligation, the Purchaser is not acting in a fiduciary capacity to the Issuer or in the capacity of broker, dealer, municipal securities underwriter, financial advisor or municipal advisor.

- I. The Bank hereby verifies, for purposes of Chapter 2270, Texas Government Code, that at the time of execution and delivery of this Agreement, the Bank, does not boycott Israel. The Bank agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, the Bank will not boycott Israel during the term of this Agreement, which for purposes of this Section shall mean the date of the Closing. The term "boycott Israel" as used in this Section has the meaning assigned to such term in Section 808.001, Texas Government Code.
- J. The Bank acknowledges that the Obligation will not be rated. In addition, the Bank acknowledges that the Obligation will not be listed on any securities exchange. Further, the Bank acknowledges that no trading market now exists for the Obligation, and none may exist in the future. Accordingly, the Bank understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity for the Obligation may not be possible or may be at a price below that which the Bank is paying for the Obligation.
- K. It is understood and agreed that the Bank is buying the Obligation in a private placement by the Issuer to the Bank; consequently the Issuer has not undertaken to make any on-going disclosures for the benefit of the registered owner of the Obligation in accordance with Rule 15c2-12 of the Securities and Exchange Commission.
- L. This agreement shall be terminated by delivery of the Obligation in the amount of \$2,195,000 to the Bank at the Closing date, provided that the representations of the Bank, in G. above, shall survive the termination hereof.
- M. The Issuer will designate the Obligation as a "qualified tax-exempt obligation" within the meaning of section 265(b) of the Internal Revenue Code. In furtherance of that designation, in the Order, the Issuer will covenant to take such action which would assure or to refrain from such action which would adversely affect the treatment of the Obligation as a "qualified tax-exempt obligation."
- N. As a condition to the purchase of the Obligation, the Bank shall receive:
  - 1. Certified copy of the Bond Order and executed Pricing Certificate;
  - 2. An opinion of Bond Counsel in substantially the form attached hereto as Exhibit A;
  - 3. No litigation certificate;
  - 4. Executed Purchase Agreement;
  - 5. An opinion of the Attorney General of the State of Texas to the effect that the Obligation has been lawfully issued by the Issuer and is a valid and binding obligation of the Issuer under applicable laws of the State of Texas; and
  - 6. Certification of no material adverse change in the Issuer's financial condition.

[Execution pages follow]

Respectfully submitted,

ALLIANCE BANK

By: \_\_\_\_\_

Title \_\_\_\_\_



**ACCEPTANCE**

ACCEPTED pursuant to the Order adopted by the Commissioner's Court of the Hopkins County, Texas, this April 4, 2018.

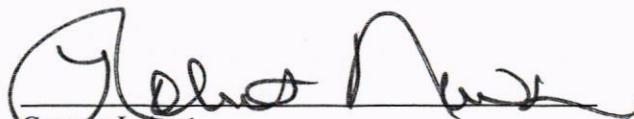
  
County Judge

Exhibit A

Form of Opinion of Bond Counsel

(Date)

Hopkins County, Texas  
118 Church Street  
Sulphur Springs, Texas 75482

Alliance Bank.  
100 West Jefferson Street  
Sulphur Springs, Texas 75482

Re: \$2,195,000 Hopkins County, Texas General Obligation Refunding Bond, Series 2018

AS BOND COUNSEL FOR THE HOPKINS COUNTY, TEXAS, the issuer (the "Issuer") of the Bond (the "Bond") described above, we have examined into the legality and validity of the Bond, which bears interest from the date of initial delivery of the Bond, until maturity or prior redemption, at the rate and payable on the dates as stated in the text of the Bond, and matures all in accordance with the terms and conditions stated in the text of the Bond.

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and a transcript of certified proceedings of the Issuer, and other pertinent instruments authorizing and relating to the issuance of the Bond, including executed Bond Number R-1.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that the Bond has been duly authorized, issued and delivered in accordance with law; and that, except as may be limited by laws applicable to the Issuer relating to principles of bankruptcy, reorganization and other similar matters affecting creditors' rights generally or by general principles of equity and sovereign immunity of political subdivisions which permit the exercise of judicial discretion, the Bond will constitute a valid and legally binding obligation of the Issuer, and that a continuing ad valorem tax of the Issuer sufficient to provide for the payment of the interest on and principal of the Bond has been levied and pledged for such purpose, within the limits prescribed by law, as provided in the order authorizing the issuance of the Bond (the "Order").

IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bond is excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion. We are further of the opinion that the Bond is not a "specified private activity bond" and that, accordingly, interest on the Bond will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bond.

IN EXPRESSING THE AFOREMENTIONED OPINIONS, we have relied on and assume continuing compliance with, certain representations contained in the federal tax certificate of the Issuer and covenants set forth in the Order, relating to, among other matters, the use of the projects being financed or refinanced

and the investment and expenditure of the proceeds and certain other amounts used to pay or to secure the payment of debt service on the Bond and the report of Grant Thornton LLP verifying the sufficiency of the amounts deposited to the escrow fund to pay the principal of and interest on the refunded obligations on their respective due dates. We call your attention to the fact that if such representations are determined to be inaccurate or if the Issuer fails to comply with such covenants, interest on the Bond may become includable in gross income retroactively to the date of issuance of the Bond.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bond, including the amount, accrual or receipt of interest on, the Bond. The owner of the Bond should consult its tax advisors regarding the applicability of any collateral tax consequences of owning the Bond.

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

OUR SOLE ENGAGEMENT in connection with the issuance of the Bond is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Bond under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bond for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Bond, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bond and have relied solely on certificates executed by officials of the Issuer as to the current outstanding indebtedness of, and assessed valuation of taxable property within, the Issuer.

Respectfully,

## PRICING CERTIFICATE

I, the undersigned County Judge of Hopkins County, Texas (the "County"), acting as Pricing Officer pursuant to the authority granted to me by the order adopted by the Commissioners Court on October 9, 2017 (the "Bond Order") authorizing the issuance of Hopkins County, Texas General Obligation Refunding Bond, Series 2018, hereby find, determine and commit on behalf of the County to sell and deliver the Bond on the following terms:

1. Capitalized terms not otherwise defined herein have the meaning assigned in the Bond Order.
2. Hopkins County, Texas General Obligation Refunding Bond, Series 2018, in the aggregate principal amount of \$2,195,000 (the "Bond"), are hereby sold and shall be delivered to Alliance Bank (the "Purchaser") for cash at a price of \$2,195,000, being the par amount of the Bond, according to the following terms:

A. The Bond shall be dated April 4, 2018, shall be numbered R-1 and shall mature and be payable in installments, and bear interest, from its delivery date to the Purchaser, at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
September 1, 2018	\$ 25,000	2.600%	2.600%
September 1, 2019	220,000	2.600%	2.600%
September 1, 2020	225,000	2.600%	2.600%
September 1, 2021	345,000	2.600%	2.600%
September 1, 2022	355,000	2.600%	2.600%
September 1, 2023	440,000	2.600%	2.600%
September 1, 2024	455,000	2.600%	2.600%
September 1, 2025	130,000	2.600%	2.600%

B. The true interest cost on the Bond is 2.600450% and the net effective interest rate (as defined in Chapter 1204, Texas Government Code, as amended) for the Bond does not exceed 15.00%.

C. The delivery date of the Bond shall be May 1, 2018.

D. The Paying Agent/Registrar for the Bond shall be Alliance Bank.

E. The Escrow Agent shall be The Bank of New York Mellon Trust company, N.A. and the Escrow Agreement with the Escrow Agent is hereby approved as evidenced by my execution thereof.

F. Interest on the Bond shall be payable semiannually on March 1 and February 1 of each year, commencing September 1, 2018. The record date for the Bond shall be close of business on the fifteenth day of the month preceding an interest payment date.

G. On any date, the unpaid principal installments of the Bond may be redeemed in whole or in part prior to their scheduled due dates, at the option of the County, as set forth in the Form of Bond attached hereto as Exhibit B.

H. The Initial Bond shall be initially registered in the name of Alliance Bank.

I. The Bond shall not be initially issued in Book-Entry-Only form, in accordance with Section 3(h) of the Bond Order.

3. The Bonds is in an amount sufficient to refund the Refunded Obligations and to pay the costs of issuing the Bond.

4. The issuance of the Bond produces a net present value savings of approximately \$86,460 and actual debt service savings of approximately \$159,039, net of any Issuer contribution to the refunding, being equal to 4.078308% net present value savings for the Refunded Obligations.

5. The Eligible Refunded Obligations that are to be refunded in connection with the issuance of the Bond (the "Refunded Obligations"), and the redemptions date of the Refunded Obligations, are designated and set forth in Exhibit A attached hereto.

6. The form of Bond, completed in accordance with the terms of sale set forth herein, is attached hereto as Exhibit B.

7. In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 10(d) of the Bond Order, and upon consultation with the County's Financial Advisor, the undersigned hereby determines that the final terms of the Bond as set forth in this Certificate are in the County's best interests.

8. In accordance with Section 9(e) of the Bond Order, the Bond shall be and is hereby designated as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code

9. In accordance with Section 9(e) of the Bond Order, the County is not making an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Bond. The County is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the County or the Bond in connection with the issuance of the Bond..

[Execution Page Follows]

WITNESS MY HAND this April 4, 2018.

**HOPKINS COUNTY, TEXAS**

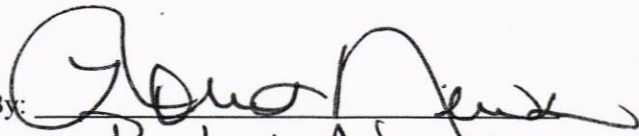
By:   
Name: Robert Newsom  
Title: Hopkins County Judge

EXHIBIT A

SCHEDULE OF REFUNDED OBLIGATIONS

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
Certificates of Obligation, Series 2007	9/1/2019	\$ 195,000 <sup>(a)</sup>	\$ 195,000
	9/1/2020	205,000 <sup>(b)</sup>	205,000
	9/1/2021	215,000 <sup>(b)</sup>	215,000
	9/1/2022	225,000 <sup>(c)</sup>	225,000
	9/1/2023	235,000 <sup>(c)</sup>	235,000
	9/1/2024	245,000 <sup>(d)</sup>	245,000
	9/1/2025	255,000 <sup>(d)</sup>	255,000
	9/1/2026	265,000 <sup>(e)</sup>	265,000
	9/1/2027	280,000 <sup>(e)</sup>	280,000
Total		\$ 2,120,000	\$ 2,120,000

<sup>(a)</sup> Represents Term Bond maturing September 1, 2019.

<sup>(b)</sup> Represents Term Bond maturing September 1, 2021.

<sup>(c)</sup> Represents Term Bond maturing September 1, 2023.

<sup>(d)</sup> Represents Term Bond maturing September 1, 2025.

<sup>(e)</sup> Represents Term Bond maturing September 1, 2027.

Called for redemption on June 4, 2018, at the price of par plus accrued interest to the date of redemption.

EXHIBIT B

FORM OF BOND

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  HOPKINS COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2018	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>
_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, Hopkins County, Texas, (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall mature and shall be paid in installments on the dates and in the amounts set forth in the table below:

<u>Payment Date</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
September 1, 2018	\$ 25,000	2.600%
September 1, 2019	220,000	2.600%
September 1, 2020	225,000	2.600%
September 1, 2021	345,000	2.600%
September 1, 2022	355,000	2.600%
September 1, 2023	440,000	2.600%
September 1, 2024	455,000	2.600%
September 1, 2025	130,000	2.600%

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Bond on September 1, 2018, and on each March 1 and September 1 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity if redeemed in whole, at the corporate trust office of Alliance Bank, Sulphur Springs, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal



and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such 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 Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (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 Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond or upon the redemption of this Bond in whole at the option of the Issuer prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which 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 BOND is dated April 4, 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$2,195,000 for the public purposes of providing funds for refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bond.

ON ANY DATE, the unpaid principal installments of this Bond may be redeemed in whole or in part prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THIS BOND, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and interest on the Bond or portion thereof to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or

upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bond or portion thereof and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bond has not been redeemed.

AT LEAST 20 days prior to the date fixed for any optional redemption of the Bond or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Bond at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bond or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PAYMENT OR PARTIAL REDEMPTION of the outstanding principal balance of this Bond, the Paying Agent/Registrar, shall note in the Payment Record appearing on this Bond the amount of such payment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books, and the Paying Agent/Registrar shall also record in the Bond Registration Books all payments of principal installments on such Bond when made on their respective due dates.

THE BOND is issuable in the form of one fully-registered Bond without coupons in the denomination of \$ \_\_\_\_\_. This Bond may be transferred or exchanged as provided in the Bond Order, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Bond Order, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) within 30 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Bond.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed  
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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

ALLIANCE BANK  
Sulphur Springs, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT  
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

\_\_\_\_\_  
Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

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

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_.

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

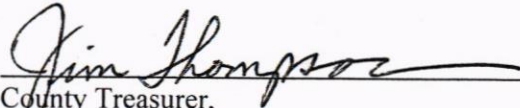
(COMPTROLLER'S SEAL)

## RECEIPT OF PAYMENT

The undersigned hereby certifies the following information:

- (a) This certificate is executed and delivered with reference to the Hopkins County, Texas, General Obligation Refunding Bond, Series 2018, in the aggregate principal amount of \$2,195,000 (the "Bond"), issued by Hopkins County, Texas (the "Issuer").
- (b) The undersigned is the duly chosen, qualified and acting officer of the Issuer hereinafter indicated.
- (c) The Bond has been duly delivered to the Purchaser thereof, Alliance Bank.
- (d) The Bond has been paid for in full by said Purchaser concurrently with the delivery of this certificate, and the Issuer has received, and hereby acknowledges receipt of, the agreed purchase price for the Bond.

EXECUTED AND DELIVERED this April 4, 2018.

  
\_\_\_\_\_  
County Treasurer,  
Hopkins County, Texas

**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS

§

COUNTY OF HOPKINS

§

§

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in a regularly scheduled meeting on the 9<sup>TH</sup> day of October, 2017, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Robert Newsom, County Judge  
Mickey Barker, Commissioner  
Mike Odell, Commissioner  
Wade Bartley, Commissioner  
Danny Evans, Commissioner

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Order entitled

ORDER AUTHORIZING THE ISSUANCE OF HOPKINS COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

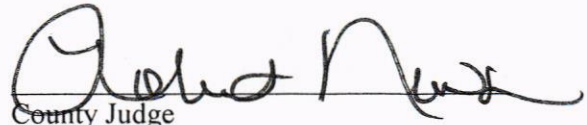
was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

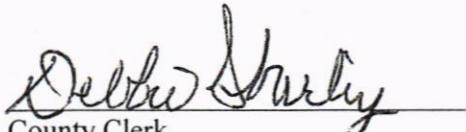
AYES: 5

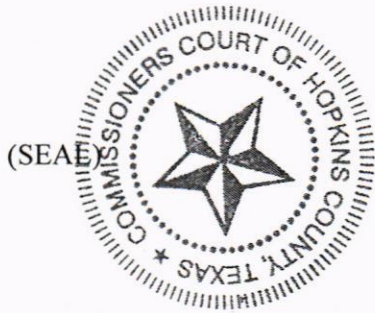
NOES: 0

2. That a true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this April 4, 2018.

  
County Judge

  
County Clerk





LAW OFFICES

McCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

April 4, 2018

**Via Overnight Delivery**

Honorable Robert Newsom, County Judge  
Hopkins County  
118 Church Street  
Sulphur Springs, Texas 75482

Re: Hopkins County, Texas General Obligation Refunding Bonds, Series 2018

Dear Judge Newsom:

Enclosed are signature copies of the Purchase Agreement, Pricing Certificate and related documents.

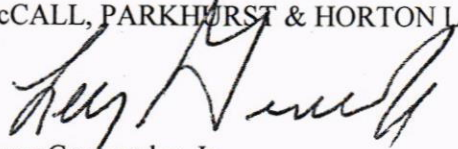
Execution instructions are attached to the documents.

Please fax or e-mail a copy of each of the signed Purchase Agreement and Pricing Certificate, and then send the originals to us.

Please contact the undersigned if you have any questions or comments regarding the above.

Sincerely,

McCALL, PARKHURST & HORTON L.L.P.

  
Leroy Grawunder, Jr.

LG/rw  
enclosures