

\$24,795,000.00
HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2019A

\$20,645,000.00
HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, SERIES 2019B

PURCHASE CONTRACT

May 21, 2019

Commissioners Court
Hidalgo County, Texas
100 North Closner
Edinburg, Texas 78539

Ladies and Gentlemen:

The undersigned (the “Underwriters”), acting through the authorized representative designated below (the “Representative”), and not acting as a fiduciary or agent for you, offer to enter into the following agreement (this “Purchase Contract”) with Hidalgo County, Texas (the “Issuer”), which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 10:00 p.m., Central time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice by the Representative delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Orders (as defined herein) or in the Official Statement (as defined herein).

Wells Fargo Bank, National Association, represents that it has been duly authorized to execute this Purchase Contract and has been duly authorized to act hereunder as the Representative. All actions which may be taken hereunder by the Underwriters may be taken by the Representative alone.

1. **Purchase and Sale of the Obligations.** Subject to the terms and conditions and in reliance upon the representations, warranties, and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer’s \$24,795,000.00 Certificates of Obligation, Series 2019A dated May 15, 2019 (the “Certificates”) and \$20,645,000.00 Limited Tax Refunding Bonds, Series 2019B dated May 15, 2019 (the “Bonds” and, together with the Certificates, the “Obligations”).

The Issuer acknowledges and agrees that (i) the purchase and sale of the Obligations pursuant to this Purchase Contract is an arm’s-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person and are and have been acting solely as principals, (iii) the Underwriters have not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering described hereby except the obligations expressly set forth in this Purchase

Contract, (iv) the Issuer has consulted its own legal, financial, accounting, tax, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the Issuer. The Issuer recognizes that the acquisition and potential distribution of the Obligations by the Underwriters may result in the Underwriters deriving a profit from the underwriting of the Obligations.

The principal amount of the Obligations to be issued, the dated date therefor, and the maturities, redemption provisions and interest rates per annum are set forth in the Official Statement and Schedule I attached hereto. The Obligations shall be described in, and shall be issued and secured under and pursuant to the provisions of (i) the Constitution and general laws of the State of Texas (the “State”), particularly (in the case of the Certificates) Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, and (in the case of the Bonds) Chapter 1207, Texas Government Code, as amended (collectively, the “Act”), and (ii) separate orders adopted by the Issuer’s Commissioners Court on May 21, 2019 (collectively, the “Orders”).

The purchase price for the Certificates shall be \$28,482,671.47 (representing the par amount of the Certificates, plus a premium of \$3,818,040.60 on the Certificates and less an underwriting discount of \$130,369.13) plus no accrued interest.

The purchase price for the Bonds shall be \$24,549,350.75 (representing the par amount of the Bonds, plus a premium of \$4,006,678.35 less an underwriting discount of \$102,327.60) plus no accrued interest.

2. **Public Offering.** The Underwriters intend to make a bona fide initial public offering of all the Obligations at prices or yields not in excess of the initial offering prices or yields set forth in the Official Statement, but expressly subject to Section 9 of this Purchase Contract relating to the issue price of the Obligations, that the Underwriters may change such initial offering prices or yields as they deem necessary in connection with the offering of the Obligations without any requirement of prior notice, and may offer and sell the Obligations to certain institutions (including dealers depositing the Obligations into investment trusts) at prices or yields lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Obligations at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice; provided, however that no such actions shall affect the certification of original issue price of the Obligations as provided below.

3. **The Official Statement.**

(a) The Issuer previously has delivered, or caused to be delivered, in “designated electronic format,” as defined in Rule G-32 (“Rule G-32”) of the MSRB, the Preliminary Official Statement dated May 13, 2019 (the “Preliminary Official Statement”) to the Underwriters. The Issuer will prepare or cause to be prepared a final Official Statement relating to the Obligations, which will be dated the date of this Purchase Contract and which will be complete within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (the “Rule”), substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof (unless inclusive of such material additions or deletions as may have been agreed to by the Underwriters), in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Obligations, is herein referred to as the “Official Statement.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the

Preliminary Official Statement (which may be in a “designated electronic format”) as the Underwriters reasonably deem necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared by the Issuer in a “designated electronic format” for use by the Underwriters in connection with the public offering, sale, and distribution of the Obligations. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the Issuer as of its date for purposes of the Rule, except for the omission of such information that is dependent upon the final pricing of the Obligations for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer represents that it has reviewed and approved the information in the Official Statement and the Issuer hereby authorizes the distribution and use of the Official Statement and the information therein contained by the Underwriters in connection with the public offering and the sale of the Obligations. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement, in a “designated electronic format,” in connection with the public offering of the Obligations. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Purchase Contract (but, in any event, not later than seven business days after the Issuer’s acceptance of this Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters in such quantity as the Underwriters shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Purchase Contract to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the “end of the underwriting period” for the Obligations), the Issuer becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer’s own expense (in a form and manner approved by the Underwriters) either amendments or supplements to the Official Statement in a “designated electronic format” to allow the Underwriters to meet their filing requirements under Rule G-32 so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law provided, however, that for all purposes of this Purchase Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representation with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments, and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such supplement or amendment, or cause any such supplement or amendment to be provided, (i) in a “designated electronic format” consistent

with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriters shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to file or cause to be filed the Official Statement and the Escrow Agreement (defined herein) with (i) the MSRB through its Electronic Municipal Market Access (“EMMA”) system or (ii) other repositories approved from time to time by the United States Securities and Exchange Commission (either in addition to or in lieu of the filing referred to in clause (i) above). Unless otherwise notified in writing by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

4. **Security Deposit.** Delivered to the Issuer herewith is a corporate check from the Representative payable to the order of the Issuer in the amount of \$459,450.00 that is intended to be the common security deposit for the Obligations. The Issuer agrees to hold such check uncashed until the Closing to ensure the performance by the Underwriters of their obligation to purchase, accept delivery of, and pay for the Obligations at the Closing. Concurrently with the payment by the Underwriters of the purchase price of the Obligations at the Closing, the Issuer shall return such check to the Representative. Should the Issuer fail to deliver the Obligations at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of, and pay for the Obligations, as set forth in this Purchase Contract (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Purchase Contract, such check shall immediately be returned to the Representative. If the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of, and pay for the Obligations at the Closing as herein provided, such check shall be cashed and the amount thereof bearing the same relationship as the principal amount of such series to the principal amount of all Obligations shall be retained by the Issuer as and for full liquidated damages for such failure of the Underwriters and for any defaults hereunder on the part of the Underwriters with respect to such series. Acceptance of such check by the Issuer shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and neither the Issuer nor any other person shall have any further action for damages, specific performance, or any other legal or equitable relief against the Underwriters with respect to such series. The Underwriters and the Issuer understand that in such event the Issuer’s actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer’s actual damages are less than such amount, and the Issuer’s acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters with respect to such series. The Representative hereby agrees not to stop or cause payment on said check to be stopped unless the Issuer has breached any of the terms of this Purchase Contract.

5. **Representations, Warranties, and Covenants of the Issuer.** The Issuer represents, warrants and agrees with the Underwriters (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Obligations that the Issuer shall so represent, warrant and agree as of the date of the Closing) as follows:

(a) The Issuer is a political subdivision of the State duly created, organized and existing under the laws of the State. The Issuer has, and at the time of execution did have, full legal right, power and authority, including in particular, authority under the Act (i) to adopt the Orders and to make the delegations set forth therein and take the actions authorized thereby, (ii) to enter into this Purchase Contract and the respective paying agent/registrar agreements for the Obligations (the “Paying Agent/Registrar Agreement”) between the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the “Paying Agent/Registrar”), and the escrow agreement for the Refunded Obligations (the “Escrow Agreement”) between the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Escrow Agent, and the Continuing Disclosure Undertakings (the “Undertakings”) as described in Section

8(i)(iii) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Purchase Contract, the Orders, the Paying Agent/Registrar Agreement, the Escrow Agreement and the Undertakings, referred to as the “Issuer Documents”); (iii) to authorize, sell, and deliver the Obligations to the Underwriters as provided herein; and (iv) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Orders, and the issuance and sale of the Obligations on the terms set forth herein, (ii) the approval, execution, and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Obligations and the Issuer Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriters in connection with the public offering of the Obligations, and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered, and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to principles of governmental immunity of political subdivisions and to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Obligations, when issued in accordance with the Orders and this Purchase Contract, will constitute legal, valid, and binding obligations of the Issuer entitled to the benefits of the Orders and enforceable in accordance with their terms, subject to principles of governmental immunity of political subdivisions and to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; upon the issuance of the Obligations as aforesaid, the Orders will provide, for the benefit of the owners, from time to time, of the Obligations, the legally valid and binding ad valorem tax pledge and lien it purports to create as set forth in the Orders;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law, or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing that constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Obligations and the Issuer Documents, and the adoption of the Orders and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever, upon any of the property or assets of the Issuer to be pledged to secure the Obligations or under the terms of any such law, regulation, or instrument, except as provided by the Obligations and the Orders;

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization of, that would constitute a condition precedent to, or the absence

of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Obligations have been duly obtained, except for the approval of the Obligations by the Attorney General of the State (the “Attorney General”) and the registration of the Obligations by the Comptroller of Public Accounts of the State (the “Comptroller”) and such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Obligations;

(f) The information with respect to the Issuer and the Obligations contained in the Preliminary Official Statement was, as of the date thereof, and is, as of the date hereof, and the information contained in the Official Statement, as of the date of Closing, will be correct in all material respects, and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading; provided, however, that the information under the headings and subheadings “THE OBLIGATIONS - BOOK-ENTRY-ONLY SYSTEM” and “OTHER INFORMATION – UNDERWRITERS” is excepted from this representation;

(g) There is no litigation, action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or public body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain, or enjoin the sale, issuance or delivery of the Obligations or the collection of taxes pledged to the payment of principal of and interest on the Obligations pursuant to the Orders, or in any way contesting or affecting the validity or enforceability of the Obligations or the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Obligations, the adoption of the Orders, or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Obligations or the Issuer Documents;

(h) As of the date thereof and the date hereof, the Preliminary Official Statement was true and correct and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) The Obligations and the Orders conform to the description thereof contained in the Official Statement under the caption “THE OBLIGATIONS”; the proceeds of the sale of the Obligations will be applied generally as described in the Official Statement under the caption “THE OBLIGATIONS – Purpose of the Obligations” and the continuing disclosure undertakings of the Issuer included in the Orders, conform to the description thereof contained in the Official Statement under the caption “CONTINUING DISCLOSURE OF INFORMATION”;

(j) At the time of the Issuer’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Purchase Contract) at all times subsequent thereto during the period up to and including the twenty five (25) days subsequent to the “end of the underwriting period”, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the information under the headings and subheadings “THE OBLIGATIONS - BOOK-ENTRY-ONLY SYSTEM” and “OTHER INFORMATION – UNDERWRITERS” is excepted from this representation;

(k) If the Official Statement is supplemented or amended pursuant to subparagraph (d) of Section 3 of this Purchase Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto until the time when the Underwriters are no longer required to provide the Official Statement to potential customers who request the same pursuant to the Rule, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Obligations as provided in and subject to all of the terms and provisions of the Orders and will not take or omit to take any action, which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Obligations;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at no cost to the Issuer, as the Representative may reasonably request (i) to (y) qualify the Obligations for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Obligations for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Obligations (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriters immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Obligations for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding the Issuer, in the Preliminary Official Statement and Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth, in accordance with generally accepted accounting principles consistently applied, and since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer. Prior to the Closing, the Issuer will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened that, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(o) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the ad valorem taxes that will secure the Obligations without the prior approval of the Representative;

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Purchase Contract shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein;

(q) The Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Obligations and as required by the Rule. Except as may otherwise be disclosed in the Official Statement, the Issuer has complied in all material respects with any undertaking specified in paragraph (b)(5)(i) of the Rule within the last five years;

(r) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Obligations, and true correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto; and

(s) The Issuer covenants that between the date hereof and the date of Closing, it will take no actions that will cause the representations and warranties made in this Section to be untrue as of the date of Closing.

By delivering the Official Statement to the Underwriters, the Issuer shall be deemed to have reaffirmed, with respect to such Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. Representations, Warranties, and Covenants of the Underwriters.

In connection with Siebert Cisneros Shank & Co., L.L.C.'s participation in the execution of this Purchase Contract, submitted herewith is a completed and notarized Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of a Form 1295 from Siebert Cisneros Shank & Co., L.L.C. and agrees to acknowledge timely such form with the TEC through its electronic filing application. Siebert Cisneros Shank & Co., L.L.C. and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295 and neither the Issuer nor its consultants have verified such information.

Each of Well Fargo Bank, National Association, and Frost Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, such Underwriters are not required to file a Form 1295.

7. Closing.

(a) At 10:00 a.m., Central time, on June 20, 2019 (the "Closing"), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer will, subject to the terms and conditions hereof, deliver the Obligations to the Representative duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Obligations as set forth in Section 1 of this Purchase Contract by wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Obligations as aforesaid shall be made at the offices of The J. Ramirez Law Firm, San Juan, Texas ("Bond Counsel") or such other place as shall have been mutually agreed upon by the Issuer and the Underwriters.

(b) Delivery of the Obligations in definitive form, utilizing the book-entry-only system, shall be made through DTC, or at the office of the Paying Agent/Registrar acting on behalf of DTC. The Obligations shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Obligations, registered in the name of Cede & Co., as nominee of DTC, all as provided in the Orders, and shall be made available at the offices of DTC (or if the Obligations are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST System, at the office of the Paying Agent/Registrar) to the Representative at least one (1) business day before the date of the Closing for the purposes of inspection.

8. **Closing Conditions.** The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties, and agreements of the Issuer contained herein, and in reliance upon the representations, warranties, and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of, the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, to accept delivery of, and to pay for the Obligations shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, any one or more of which may be waived by the Representative, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative and Bond Counsel:

(a) The representations and warranties of the Issuer contained herein shall be true, complete, and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it prior to or at the Closing;

(c) (i) The Issuer Documents and the Obligations shall be in full force and effect in the form heretofore approved by the Underwriters and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to in writing by the Representative and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) All official action of the Issuer relating to the Obligations and the Issuer Documents shall be in full force and effect and shall not have been amended, modified, or supplemented; The Orders shall have been duly adopted by the Commissioners Court of the Issuer and the Issuer shall have duly executed and delivered, and the Paying Agent/Registrar shall have duly authenticated, the Obligations;

(e) There shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer from that set forth in the Official Statement, that in the reasonable judgment of the Underwriters, is material and adverse and that makes it, in the reasonable judgment of the Underwriters, impracticable to market the Obligations on the terms and in the manner described in the Official Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) No suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency that is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Obligations or the consummation of the transactions described herein, or that, in the reasonable opinion of the Underwriters, would have a materially adverse effect on the transactions described herein;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel, and counsel to the Underwriters;

(i) The Representative shall have received a copy of each of the following documents:

(i) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the County Judge and County Clerk of the County's Commissioners Court, or such other official as may have been agreed to by the Underwriters, along with the schedules and appendices thereto in (i) a "designated electronic format" that meets the requirements of Rule G-32 and (ii) a printed format;

(ii) The Orders, certified by the County Clerk of the County under the Issuer's seal as having been duly adopted and in full force and effect with such supplements or amendments as may have been agreed to by the Representative;

(iii) The Undertakings of the Issuer as described in the Orders, which satisfies the requirements of section (b)(5)(i) of the Rule;

(iv) The opinion of Bond Counsel with respect to the Obligations (incorporating by reference the form thereof attached to the Official Statement as Appendix C);

(v) A supplemental opinion of Bond Counsel, addressed to the Underwriters, substantially in the form attached hereto as Exhibit A;

(vi) Evidence acceptable to Bond Counsel and counsel to the Underwriters of compliance with the requirements of Section 2252.908, Texas Government Code;

(vii) An opinion dated the date of the Closing and addressed to the Underwriters and Ricardo Perez Law Firm, PLLC, as counsel for the Underwriters in substantially the form attached hereto as Exhibit B;

(viii) A certificate, dated the date of Closing, signed by an authorized officer of the Issuer to the effect that (A) the representations and warranties of the Issuer contained herein or in any certificate or document delivered by the Issuer pursuant to the provisions hereof are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (B) except as disclosed in the Official Statement, no litigation, action, suit or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation that would (1) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (2) contest the due organization and valid existence of the Issuer, (3) contest the validity, due authorization, and execution of the Obligations or the Issuer Documents, or (4) attempt to limit, enjoin, or otherwise restrict or prevent the Issuer from functioning and collecting revenues or taxes, including payments on the Obligations, pursuant to the Orders, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Obligations, or the pledge thereof; (C) the official actions of the Issuer authorizing the execution, delivery, and/or performance of the Official Statement, the Obligations, and the Issuer Documents have been duly adopted by the Issuer, are in full force and effect, and have not been modified, amended, or repealed; (D) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement so that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which made, not misleading, and the information contained in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing, was and is correct in all material respects and as of the date of the Official Statement did not, and as of the date of Closing does not, contain any untrue statement of a material fact or omit to state a material

fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and (E) there has not been any material adverse change in the financial condition of the Issuer since December 31, 2018, the latest date as of which audited financial information is available;

(ix) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (A) setting forth the facts, estimates, and circumstances in existence, which establish that it is not expected that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be “arbitrage bonds” or “private activity bonds” within the meaning of sections 148 and 141, respectively of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code; (B) certifying to other relevant facts, estimates, and circumstances affecting the exclusion of the interest on the Obligations from gross income for federal income tax purposes; and (C) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates, or circumstances that would materially change the conclusions, representations, and expectations contained in such certificate;

(x) The approving opinion of the Attorney General and the registration certificate of the Comptroller in respect of the Obligations;

(xi) The Paying Agent/Registrar Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent/Registrar;

(xii) The Escrow Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Escrow Agent;

(xiii) A copy of a special report prepared by Causey, Demgen & Moore, certified public accountants (the “Verification Agent”), with respect to the Bonds addressed to the Issuer, Bond Counsel, the Escrow Agent, counsel for the Underwriters, and the Underwriters verifying the arithmetical computations of the adequacy of the maturing principal and interest on the escrowed securities and uninvested cash on hand, if any, under the Escrow Agreement to pay, when due, the principal of and interest on the Refunded Obligations;

(xiv) Evidence satisfactory to the Representative that the Obligations have been assigned the rating of “AA- by S&P Global Ratings a division of S&P Inc. and have been assigned the rating of “Aa2” by Moody’s Investors Service, and that such ratings are in effect as of the date of the Closing; and

(xv) Such additional legal opinions, certificates, instruments, and other documents as the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy of the Issuer’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative and counsel to the Underwriters.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of, and to pay for the Obligations contained in this Purchase Contract and such conditions are not waived by the Representative, or if the obligations of the Underwriters to purchase, to accept delivery of, and to pay for the Obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 4, 11, 13, and 20 hereof shall continue in full force and effect. In addition, the Issuer shall promptly return the corporate check delivered to the Issuer pursuant to Section 4 hereof.

9. **Establishment of Issue Price.**

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Obligations and shall execute and deliver to the Issuer on or before Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations. All actions to be taken by the Issuer under this section to establish the issue price of the Obligations may be taken on behalf of the Issuer by the Issuer’s financial advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s financial advisor.

(b) The Representative confirms that the Underwriters have offered all the Obligations of each maturity to the public on or before the date of this Purchase Contract at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Purchase Contract, the Representative shall report to the Issuer on Schedule I the first price at which the Underwriters have sold to the public at least 10% of each maturity of Obligations (the “10% test”), and shall identify to the Issuer on Schedule I those maturities of the Obligations for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to those maturities of the Obligations for which the 10% test has not been met as of the date of this Purchase Contract, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Obligations, the Underwriters will neither offer nor sell unsold Obligations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public. The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representations set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-

price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Obligations.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allotted to it until it is notified by the Representative that the 10% test has been satisfied as to the Obligations of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allotted to it until it is notified by the Representative or the Underwriter that the 10% test has been satisfied as to the Obligations of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Obligations to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than a tax law underwriter or a related party, “tax law underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Obligations to the public),

(ii) a purchaser of any of the Obligations is a “related party” to a tax law underwriter if the tax law underwriter and the purchaser are subject, directly or indirectly, to (i) at

least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iii) “sale date” means the date of execution of this Purchase Contract by all parties.

10. **Termination.** The Underwriters shall have the right to cancel the Underwriters’ obligation to purchase the Obligations and terminate this Purchase Contract (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Obligations) if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Obligations shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any of the following (each a “Termination Event”):

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary, or proposed), press release, statement, or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other governmental agency shall be made or proposed the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Obligations as described in the Official Statement, or other action or events shall have transpired that may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein; or any other similar action or event shall have occurred that, in the reasonable judgment of the Representative, materially adversely affect the market for the Obligations or the market price generally of obligations of the general character of the Obligations;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release, or other form of notice issued or made by or on behalf of the United States Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Obligations, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933 (the “1933 Act”), or that the Orders are not exempt from qualification under or other requirements of the Trust Indenture Act of 1939 (the “Trust Indenture Act”), or that the issuance, offering or sale of obligations of the general character of the Obligations, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body of any jurisdiction in which at least 15% of the Obligations have been sold shall have withheld registration, exemption, or clearance of the offering of the Obligations as described herein, or issued a stop order or

similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance, or nonfeasance of the Underwriter;

(d) a general suspension of trading in securities on the New York Stock Exchange, the NYSE MKT LLC, any other major exchange, or the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium is declared by federal, State of New York, or State officials authorized to do so;

(e) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(f) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Obligations or as to obligations of the general character of the Obligations, any material restrictions not now in force or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(g) any amendment to the federal or State constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Obligations;

(h) any event occurring, or information becoming known that makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer, except for changes that the Official Statement discloses are expected to occur;

(j) the United States shall have either become engaged in hostilities that did not exist prior to the date hereof or issued a declaration of war or a national emergency or there shall have occurred a new material outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as would materially or adversely affect the ability of the Underwriters to market the Obligations;

(k) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement and the Issuer has refused to make such amendment;

(l) there shall have occurred any downgrading, suspension, withdrawal or published negative change in credit watch or similar published information from a rating agency that at the date of this Purchase Contract has published a rating (or has been asked to furnish a rating on the Obligations) on any of the Issuer's debt obligations that are secured in a like manner as the Obligations, which action reflects a negative change, in the ratings accorded any such obligations of the Issuer (including any rating to be accorded the Obligations);

(m) a material disruption in securities settlement, payment or clearance services shall have occurred in the United States securities market, which disruption is ongoing at the Closing date;

(n) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the United States Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Obligations, including the underlying obligations as described in this Purchase Contract or in the Official Statement, or any document relating to the issuance, offering or sale of the Obligations, is or would be in violation of any provision of the federal securities laws at the Closing date, including 1933 Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; and

(o) the purchase of and payment for the Obligations by the Underwriters, or the resale of the Obligations by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, or any governmental authority, board, agency, or commission, which prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

With respect to the conditions described in paragraphs (f) and (o) above, the Underwriters are not aware of any current, pending, or proposed law or governmental inquiry or investigation as of the date of execution of this Purchase Contract that would permit the Underwriters to invoke their termination rights thereunder.

Upon the occurrence of a Termination Event and the termination of this Purchase Contract by the Underwriters, all obligations of the Issuer and the Underwriters under this Purchase Contract shall terminate, without further liability, except that (i) the Issuer promptly shall return the good faith check in accordance with Section 4 of this Purchase Contract and (ii) the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 11 of this Purchase Contract.

11. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Obligations; (ii) the fees and disbursements of Bond Counsel and the Issuer's Financial Advisor; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants, or advisers retained by the Issuer; (iv) the fees for the bond ratings; (v) the costs of preparing, printing, and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar, Escrow Agreement, and the Verification Agent; (vii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (viii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers and employees of the Issuer; and (ix) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer that are incident to the transactions contemplated hereby. In addition, the Issuer shall pay any out-of-pocket, miscellaneous and closing expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the Issuer's employees and representatives for (1) normal travel costs, including reasonable transportation and lodging, and (2) ordinary and reasonable meals hosted by the Underwriters that are, in both cases, directly related to the offering contemplated by this Purchase Contract.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Purchase Contract, the Blue Sky Survey, and the Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Obligations; (iii) all other expenses incurred by them in connection with the public offering of the Obligations, including the fees and disbursements of counsel retained by the Underwriters; and (iv) any expenses voluntarily incurred by the Underwriters at their discretion (including, but not limited to travel, lodging, meals, entertainment, deal mementos, and similar expenses). The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense

allocation of the underwriting discount, the applicable per bond assessment charged by the Municipal Advisory Council of Texas (“Texas MAC”), a non-profit corporation whose purpose is to collect, maintain, and distribute information relating to issuing entities of municipal securities. Certain employees of the Underwriters are members of the Board of Trustees of Texas MAC.

12. **Notices.** Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Hidalgo County, Texas: Attention Budget Officer, at the address above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to, Wells Fargo Bank, National Association, 1000 Louisiana Street, Suite 600, Houston, Texas 77002, Attention: Craig Brast.

13. **Parties in Interest.** This Purchase Contract as heretofore specified shall constitute the entire contract between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Purchase Contract may not be assigned by the Issuer. All of the Issuer’s representations, warranties, and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Obligations pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

14. **Effectiveness.** This Purchase Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

15. **Choice of Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State.

16. **Severability.** If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative, or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

17. **Business Day.** For purposes of this Purchase Contract, “business day” means any day on which the New York Stock Exchange is open for trading.

18. **Section Headings.** Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

19. **Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Purchase Contract by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Purchase Contract.

20. **Survival of Representations.** All representations, warranties, and agreements of the Issuer hereunder or in any certificate delivered pursuant hereto shall remain operative and in full force and effect,

regardless of any investigation made by or on behalf of the Underwriters, and shall survive the delivery of and payment for the Obligations.

21. **No Personal Liability.** None of the members of the County’s Commissioners Court, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term of provision of this Purchase Contract, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Purchase Contract.

22. **Purchase Price for the Bonds.** Upon the advice of Estrada Hinojosa & Company, Inc., financial advisor to the Issuer, by executing this Purchase Contract the Issuer has determined that the acceptance of the offer of the Underwriters to purchase the Bonds at the purchase price herein described is on terms most advantageous to the Issuer and is in the best interests of the Issuer.

23. **Anti-Boycott Verification.** Each of the Underwriters represents that, to the extent this Purchase Contract constitutes a contract for goods or services within the meaning of Section 2270.002, Texas Government Code, as amended, solely for the purposes of compliance with Chapter 2270 of the Texas Government Code, except to the extent required or otherwise permitted by applicable federal law, none of the Underwriters, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Underwriters (i) boycotts Israel, or (ii) will boycott Israel through the term of this Purchase Contract (which term commences on the date of this Purchase Contract and terminates at the “end of the underwriting period” described in Section 3(e) of this Purchase Contract). As used in the immediately preceding sentence, the terms “boycotts Israel” and “boycott Israel” shall have the meaning assigned to the term “boycott Israel” in Section 2270.001, Texas Government Code.

24. **Anti-Terror Verification.** As of the date hereof, each of the Underwriters represents and warrants, to the extent this Purchase Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent required or otherwise permitted by applicable Federal law, neither such Underwriter nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of such Underwriter is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code as noted on a list made available through the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>, to the extent such lists have been prepared and made available for public review as of the date of this Purchase Contract by the appropriate state agency.

25. **Entire Agreement.** This Purchase Contract represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Obligations.

[Signature Page Follows.]

If the Issuer agrees with the foregoing, the Issuer will sign the counterpart of this Purchase Contract and return it to the Representative. This Purchase Contract shall become a binding contract between the Issuer and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

WELLS FARGO BANK, NATIONAL ASSOCIATION
FROST BANK
SIEBERT CISNEROS SHANK & CO., L.L.C.

Executed by Wells Fargo Bank, National Association,
as the Representative of the Underwriters

By: _____

Name: _____

Title: _____

Accepted at _____ .m., on the date first set forth above:

HIDALGO COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Schedule I—Initial Offering Prices or Yields
Exhibit A – Form of Supplemental Opinion of Bond Counsel
Exhibit B — Form of Underwriter’s Counsel Opinion
Exhibit C — Form of Issue Price Certificates

SCHEDULE I

CERTIFICATES OF OBLIGATION, SERIES 2019A

INITIAL OFFERING PRICES OR YIELDS

<u>Maturity (8/15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Price</u>
2020	\$765,000	5.000%	1.580%	103.889
2021	\$805,000	5.000%	1.610%	107.142
2022	\$200,000	5.000%	1.640%	110.280
2023	\$855,000	5.000%	1.650%	113.390
2024	\$895,000	5.000%	1.700%	116.212
2025	\$1,560,000	5.000%	1.760%	118.812
2026	\$1,020,000	5.000%	1.830%	121.160
2027	\$1,070,000	5.000%	1.930%	123.054
2028	\$1,125,000	5.000%	2.010%	124.880
2029	\$1,180,000	5.000%	2.110%	123.937
2030	\$1,240,000	5.000%	2.190%	123.188
2031	\$1,300,000	5.000%	2.250%	122.630
2032	\$1,365,000	5.000%	2.330%	121.890
2033	\$1,435,000	5.000%	2.390%	121.339
2034	\$1,505,000	4.000%	2.710%	110.391
2035	\$1,565,000	4.000%	2.750%	110.051
2036	\$1,625,000	4.000%	2.790%	109.711
2037	\$1,695,000	4.000%	2.830%	109.373
2038	\$1,760,000	4.000%	2.880%	108.952
2039	\$1,830,000	4.000%	2.920%	108.616

(a) The Certificates maturing on and after August 15, 2029, are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on August 15, 2028, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

Maturities of Certificate for which the 10% Test (as defined in the Purchase Contract) has not been satisfied as of the date of this Purchase Contract.

August 15, 2021
August 15, 2022
August 15, 2028
August 15, 2029
August 15, 2034
August 15, 2035

SCHEDULE I
LIMITED TAX REFUNDING BONDS, SERIES 2019B
INITIAL OFFERING PRICES OR YIELDS

<u>Maturity (8/15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Price</u>
2021	\$800,000	5.000%	1.610%	107.142
2022	\$1,800,000	5.000%	1.640%	110.280
2023	\$1,950,000	5.000%	1.650%	113.390
2024	\$2,090,000	5.000%	1.700%	116.212
2025	\$2,190,000	5.000%	1.760%	118.812
2026	\$2,295,000	5.000%	1.830%	121.160
2027	\$2,410,000	5.000%	1.930%	123.054
2028	\$2,530,000	5.000%	2.010%	124.880
2029	\$2,655,000	5.000%	2.110%	123.937
2030	\$1,925,000	5.000%	2.190%	123.188

(a) The Bonds maturing on and after August 15, 2029, are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on August 15, 2028, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

Maturities of Bonds for which the 10% Test (as defined in the Purchase Contract) has not been satisfied as of the date of this Purchase Contract.

August 15, 2021
August 15, 2029