

## **TAX COLLECTION TRUST ACCOUNT AGREEMENT**

THIS TAX COLLECTION TRUST ACCOUNT AGREEMENT is entered into as of January 28, 2026 (this “Agreement”), by and between Hunt Memorial Hospital District (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A. (the “Bank”).

### **RECITALS**

WHEREAS, the Issuer has previously issued its (i) General Obligation Refunding and Improvement Bonds, Series 2014 (the “Series 2014 Bonds”), as set forth in the order adopted by the Issuer on August 26, 2014, as amended by the Issuer on January 13, 2026 (as amended, the “Series 2014 Order”), (ii) General Obligation Refunding and Improvement Bonds, Series 2020 (the “Series 2020 Bonds”), as set forth in the order adopted by the Issuer on October 20, 2020, as amended by the Issuer on January 13, 2026 (as amended, the “Series 2020 Order”), and (iii) the Issuer’s General Obligation Bonds, Series 2026 (the “Series 2026 Bonds” and, together with the Series 2014 Bonds and the Series 2020 Bonds, the “Bonds”), as set forth in the order adopted by the Issuer on January 13, 2026 (the “Series 2026 Order” and, together with the Series 2014 Order and the Series 2020 Order, the “Orders”, and each an “Order”); and

WHEREAS, pursuant to the Orders and the Instructions to Tax-Assessor Collector dated as of January 28, 2026 (the “Instruction Letter”), the Issuer has provided for the Tax Assessor-Collector of Hunt County to transfer to the Bank as Trust Agent (hereinafter defined), for deposit in the Tax Collection Trust Account (hereinafter defined), all taxes collected for the payment of the Bonds of each series; and

WHEREAS, each Order further provides that the Trust Agent shall transfer such amounts to The Bank of New York Mellon Trust Company, N.A., as paying agent for the Bonds of each series (the “Paying Agent”), for deposit into the Interest and Sinking Fund created pursuant to each respective Order (each, an “Interest and Sinking Fund”); and

WHEREAS, the Issuer has selected the Bank to serve as Trust Agent as set forth in each Order and the Bank has agreed to serve as Trust Agent for and on behalf of the Issuer and has full power and authority to perform and serve in such capacity; and

WHEREAS, the Issuer has delivered to the Bank a debt service schedule for the Bonds of each series (each, a “Debt Service Schedule” and, together, the “Debt Service Schedules”), reflecting the principal and interest payments due on the Bonds of each series;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE**

#### **APPOINTMENT OF BANK AS TRUST AGENT**

##### **Section 1.01. Appointment.**

The Issuer hereby appoints the Bank to serve as Trust Agent with respect to the Bonds of each series. As Trust Agent for the Bonds, the Bank shall be responsible for maintaining the Tax Collection Trust Account held hereunder and for collecting and transferring the funds therein, all in accordance with this Agreement and the Orders.

The Bank hereby accepts its appointment, and agrees to serve as the Trust Agent for the Bonds of

each series.

### **Section 1.02. Compensation.**

As compensation for the Bank's services as Trust Agent, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto.

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

## **ARTICLE TWO**

### **DEFINITIONS**

#### **Section 2.01. Definitions.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

The terms "Agreement," "Bank," "Bonds," "Debt Service Schedule(s)," "Instruction Letter," "Interest and Sinking Fund," and "Issuer" have the meanings assigned to them in the recital paragraphs of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the State of Texas or in the city where the Trust Agent is located are generally authorized or obligated by law or executive order to close.

"Holder" each means the Person in whose name a Bond is registered.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Subaccounts" means, collectively, each of the Series 2014 Subaccount, the Series 2020 Subaccount, and the Series 2026 Subaccount created pursuant to Section 3.01 hereof, and each subaccount, individually, a "Subaccount."

"Tax Collection Trust Account" means the "Hunt Memorial Hospital District Tax Collection Trust Account" created pursuant to Section 3.01 hereof, including the Subaccounts created therein.

"Trust Agent" refers to the Bank, or its successors or assigns, in the performance of the duties and functions of this Agreement.

## ARTICLE THREE

### TAX COLLECTION TRUST ACCOUNT

#### **Section 3.01. Creation and Operation of Tax Collection Trust Account.**

The Trust Agent has created on its books a special trust fund to be known as the “Hunt Memorial Hospital District Tax Collection Trust Account” (the “Tax Collection Trust Account”), which contains the following subaccounts for each respective series of Bonds: (i) the “Hunt Memorial Hospital District Tax Collection Trust Account – Series 2014 Subaccount” (the “Series 2014 Subaccount”), (ii) the “Hunt Memorial Hospital District Tax Collection Trust Account – Series 2020 Subaccount” (the “Series 2020 Subaccount”), and (iii) the “Hunt Memorial Hospital District Tax Collection Trust Account – Series 2026 Subaccount” (the “Series 2026 Subaccount”). The Trust Agent hereby agrees that upon receipt thereof it will (i) deposit to the credit of the Tax Collection Trust Account all funds received from the Tax Assessor-Collector of Hunt County with respect to the Bonds, and (ii) provide written notice to the Issuer of such deposit. Within five Business Days of receiving such notice, the Issuer shall provide written instructions to the Trust Agent, in substantially the form attached hereto as Schedule B, for transferring the funds received from the Tax Assessor-Collector of Hunt County to each respective Subaccount on a pro rata basis corresponding to the debt service payments next coming due for the Bonds of each series. If the Issuer does not provide such written instructions to the Trust Agent by the required date, the Trust Agent shall transfer such funds to each respective Subaccount on a pro rata basis corresponding to the debt service payments next coming due for the Bonds of each series, in accordance with the Debt Service Schedules.

Such deposits, and all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Tax Collection Trust Account or the respective Subaccount, as applicable, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds of the respective series, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof.

#### **Section 3.02. Transfers to Interest and Sinking Funds.**

(a) On (i) February 1 and August 1 of each year and (ii) 15 days prior to any redemption date for the Series 2014 Bonds, the Trust Agent shall transfer all amounts on deposit in the Series 2014 Subaccount to the Paying Agent for the Series 2014 Bonds, for deposit into the Interest and Sinking Fund created pursuant to the Series 2014 Order.

(b) On (i) February 1 and August 1 of each year and (ii) 15 days prior to any redemption date for the Series 2020 Bonds, the Trust Agent shall transfer all amounts on deposit in the Series 2020 Subaccount to the Paying Agent for the Series 2020 Bonds, for deposit into the Interest and Sinking Fund created pursuant to the Series 2020 Order.

(c) On (i) February 1 and August 1 of each year and (ii) 15 days prior to any redemption date for the Series 2026 Bonds, the Trust Agent shall transfer all amounts on deposit in the Series 2026 Subaccount to the Paying Agent for the Series 2026 Bonds, for deposit into the Interest and Sinking Fund created pursuant to the Series 2026 Order.

#### **Section 3.03. Trust Fund.**

The Trust Agent shall hold at all times the Tax Collection Trust Account wholly segregated from

all other funds and securities on deposit with the Bank; it shall never allow any assets of the Tax Collection Trust Account to be commingled with any other funds or securities of the Bank; and it shall hold and dispose of the assets of the Tax Collection Trust Account only as set forth herein. Uninvested cash and other assets of the Tax Collection Trust Account shall always be maintained by the Trust Agent as trust funds for the benefit of the owners of the Bonds of the respective series; and a special account thereof shall at all times be maintained on the books of the Trust Agent. The owners of the Bonds of each series shall be entitled to the same preferred claim and first lien upon the Bonds and the pledge of the ad valorem taxes granted by the Issuer pursuant to the respective Order, the proceeds thereof, and all other assets of the Tax Collection Trust Account to which they are entitled as owners of the Bonds of such series. The amounts received by the Trust Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Trust Agent shall have no right to title with respect thereto except as a constructive trustee and Trust Agent under the terms of this Agreement. The amounts received by the Trust Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

#### **Section 3.04. Security for Cash Balances.**

Cash balances from time to time on deposit in the Tax Collection Trust Account shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

### **ARTICLE FOUR**

#### **THE BANK**

##### **Section 4.01. Duties of Bank.**

The Bank undertakes to perform the duties set forth herein and in each Order and agrees to use reasonable care in the performance thereof.

##### **Section 4.02. Reliance on Documents, Etc.**

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

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

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

#### **Section 4.03. Recitals of Issuer.**

The recitals contained herein with respect to the Issuer and in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Bond, or any other Person for any amount due on any Bond from its own funds.

#### **Section 4.04. Indemnification.**

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

#### **Section 4.05. Interpleader.**

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

## ARTICLE FIVE

### INVESTMENT; RECORDS AND REPORTS

#### **Section 5.01. Investment.**

As set forth in each Order, the amounts deposited into the Tax Collection Trust Account may be invested by the Trust Agent, as directed by the Issuer, in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

#### **Section 5.02. Records.**

The Trust Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and investments deposited to the Tax Collection Trust Account and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds.

#### **Section 5.03. Reports.**

While this Agreement remains in effect, the Trust Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Tax Collection Trust Account during the preceding year, including, without limitation, (i) deposits to the Tax Collection Trust Account by the Tax Assessor-Collector of Hunt County, (ii) transfers to each Subaccount created within the Tax Collection Trust Account, and (iii) transfers from each Subaccount of the Tax Collection Trust Account to the Paying Agent for the Bonds of each series for deposit to the respective Interest and Sinking Fund, together with a detailed statement of all amounts on deposit in the Tax Collection Trust Account as of the end of such period.

## ARTICLE SIX

### MISCELLANEOUS PROVISIONS

#### **Section 6.01. Amendment.**

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto. To the extent the Issuer issues a subsequent series of obligations payable from ad valorem taxes, the parties hereto shall be authorized to amend this Agreement to reference such subsequent series of obligations and create a separate Subaccount therefor within the Tax Collection Trust Account.

#### **Section 6.02. Assignment.**

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

#### **Section 6.03. Notices.**

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

#### **Section 6.04. Effect of Headings.**

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

#### **Section 6.05. Successors and Assigns.**

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

Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Trust Agent hereunder and vested with all of the powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

#### **Section 6.06. Severability.**

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

#### **Section 6.07. Benefits of Agreement.**

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

#### **Section 6.08. Entire Agreement.**

This Agreement and the Orders constitute the entire agreement between the parties hereto relative to the Bank acting as Trust Agent and if any conflict exists between this Agreement and the Orders, the Orders shall govern.

#### **Section 6.09. Counterparts.**

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

#### **Section 6.10. Termination.**

This Agreement will terminate on the date of final payment of the principal of and interest on the Bonds to the Holders thereof or may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Trust Agent has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the outstanding Bonds of the appointment of a successor Trust Agent. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Bonds.

The resigning Trust Agent may petition any court of competent jurisdiction for the appointment of a successor Trust Agent if an instrument of acceptance by a successor Trust Agent has not been delivered to the resigning Trust Agent within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver all pertinent books and records relating to the Tax Collection Trust Account to the successor Trust Agent designated and appointed by the Issuer.

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

#### **Section 6.11. Governing Law.**

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

#### **Section 6.12. Verifications of Statutory Representations and Covenants.**

The Trust Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Trust Agent within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Trust Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trust Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Trust Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trust Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Trust Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1),



Government Code.

**Section 6.13. Certificate of Interested Parties Form 1295.**

The 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, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

*[Execution Page Follows]*

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

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trust Agent

By: \_\_\_\_\_  
Authorized Officer

[Address]

HUNT MEMORIAL HOSPITAL DISTRICT

By: \_\_\_\_\_  
Chair, Board of Directors

4215 Joe Ramsey Blvd. E.  
Greenville, Texas 75401

SCHEDULE A

Trust Agent Fee Schedule

(See attached)

SCHEDULE B

FORM OF WRITTEN INSTRUCTIONS  
RE: SUBACCOUNT DEPOSITS

The Bank of New York Mellon Trust Company, N.A.

[Address]

Attention: \_\_\_\_\_

Re: Written Instructions re: Tax Collection Trust Account Agreement – Hunt Memorial  
Hospital District

Ladies and Gentlemen:

Pursuant to the Tax Collection Trust Account Agreement dated January 28, 2026 (the “Agreement”), between Hunt Memorial Hospital District (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A. (the “Trust Agent”), the Issuer has received written notice dated \_\_\_\_\_, 20\_\_ from the Trust Agent that (i) the Trust Agent has received funds from the Tax Assessor-Collector of Hunt County and (ii) the Trust Agent has deposited such funds (the “Funds”) to the Tax Collection Trust Account.

As required by Section 3.01 of the Agreement, the undersigned authorized representative of the Issuer, on the Issuer’s behalf, hereby instructs the Trust Agent to transfer the Funds to each respective Subaccount on a pro rata basis corresponding to the debt service payments next coming due for the Bonds of each series, as follows:

- 1) \$ \_\_\_\_\_ to the Series 2014 Subaccount;
- 2) \$ \_\_\_\_\_ to the Series 2020 Subaccount; and
- 3) \$ \_\_\_\_\_ to the Series 2026 Subaccount.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

Date: \_\_\_\_\_

HUNT MEMORIAL HOSPITAL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_