USCA Municipal Advisors, LLC

USCA AGREEMENT FOR MUNICIPAL FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is made as of the 20TH day of MAY, 2026 by and between the Freestone County, Texas ("Issuer") and USCA Municipal Advisors LLC ("USCA" or "Financial Advisor"), located at 4444 Westheimer, Suite G500, Houston, Texas 77027, for municipal financial advisory services to be performed pursuant to the terms and provisions set out below. Issuer and USCA shall be referred to collectively as "Parties".

A. Scope of Services.

Financial Advisor shall assist Issuer with a range of services, including but not limited to, the process of issuing municipal securities. The municipal financial advisory services is typically either provided in connection with a specific transaction or more generally related to the provision of financial advisory services as needed and requested by the Issuer. An illustrative list of services available to the Issuer is set out in attached Exhibit A, although the Parties may agree to add or exclude services with respect to any particular transaction. This is an on-going agreement to provide services in connection with Issuer needs as they arise. Each request to provide services, either in connection with a specific transaction or for issuer requests not necessarily connected to a specific transaction, shall be deemed a Specific Project. Issuer and Financial Advisor shall agree to the scope of services for each Specific Project and document such agreement in one or more writings, which may include email communications sent from or acknowledged by Issuer's authorized representatives.

B. Compensation & Expense Reimbursement.

Financial Advisor shall be compensated on a contingent fee basis for any Completed Transaction as follows: 1% of the first $5 million; plus .5% of the next $5 million; plus .33% of the next $10 million; plus 0.25% for all over $20 million. The minimum fee for any Completed Transaction will be $25,000.

When the Issuer is refunding outstanding debt, voting new bonds or issuing any form of revenue bond, tax credit bond or note, an additional structuring fee of $5,000 may be included.

Completed Transaction includes all security issuances as well as any lease, loan, grant and other financings concluded by Issuer during the term of this Agreement, unless a particular such transaction is specifically excluded from this Agreement in a writing signed by the Parties. Principal amount shall be defined as the greater of the par amount or project fund/escrow deposit amount.

Fees and reimbursable expenses (defined below) will be paid by Issuer to Financial Advisor upon the issuance and delivery of securities or closing of other financing. There is no fee due for a Specific Project unless securities are delivered or financing is completed. If securities are not delivered, the financing is not completed or this Agreement is canceled, all reimbursable expenses incurred are due in full within 30 days of non-delivery or cancelation. If a bond election is required to authorize a bond issuance and the bond election is unsuccessful, Financial Advisor will not be paid a fee for any services rendered, however, all incurred reimbursable expenses must be paid by Issuer.

Unless agreed to otherwise in writing by the Parties, Issuer shall reimburse Financial Advisor for expenses incurred by Financial Advisor for services rendered under the terms of this Agreement. Reimbursable expenses shall include, but are not limited to, the following:

a. Courier and delivery services; postage; laser, color, photographic or offset printing and reproduction costs; use of company materials and supplies; document production, copying and binding; facsimile transmission; telephone and conference calls; online posting and distribution of the Preliminary Official Statement; Term Sheet; statistical data; data processing; and data information services. (Facsimile transmissions and calls will only be charged to Issuer when Financial Advisor incurs a separate charge for them, e.g. when traveling or when third party services are required for certain conference calls.)

b. Other reasonable expenses directly related to the satisfactory performance of requested work, including, but not limited to, third party consultants and vendors hired by Financial Advisor with Issuer approval.

Compensation to Financial Advisor does not include counsel fees and expenses, rating fees, insurance premiums, paying agent and escrow charges, underwriting/placement agent fees, attorney general fees, and similar costs incurred in connection with an Issuer's financing program. Such costs shall be paid directly by the Issuer.

C. Effective Date and Termination.

The term of the Agreement shall be effective on the date of acceptance by the Issuer as indicated below. At any time and without cause, this Agreement may be canceled by either party by giving thirty (30) days written notice to the other.

In the event of termination, reimbursable expenses incurred prior to the effective date of termination will be due and must be paid by Issuer within 30 days of receipt of a final invoice from USCA. In the event of termination, only the amount due to USCA for services provided and expenses incurred prior to the effective date of termination will be due. No penalty will be charged for termination.

D. Billing Statement. USCA will issue an invoice to the Issuer for each Completed Transaction. Issuer shall make payment to USCA within thirty (30) days of the invoice date. Terms of payment and interest shall be governed by the Texas Prompt Payment Act.

E. Conflict of Interest. The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide the following written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation because they create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. USCA uses a contingent fee form of compensation where payment of the advisor's fee is dependent upon the successful completion of a financing or other transaction. This form of compensation presents a conflict because the advisor has an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor has an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

USCA Municipal Advisors LLC is a subsidiary of U.S. Capital Wealth Advisors, LLC, a full-service wealth management firm offering broker dealer services through USCA Securities LLC, an affiliate of USCA Municipal Advisors LLC. Employees of the firm provide municipal financial advisory services through USCA Municipal Advisors LLC and provide certain broker dealer services such as municipal bond trading through USCA Securities LLC. Such dual affiliations create a conflict of interest. While USCA Securities does not act as a municipal underwriter or engage in proprietary trading for its own accounts, employees with dual roles could be incentivized to make recommendations to clients that increase the trading activity or revenue of the broker dealer.

USCA implements and follows procedures that it believes are reasonably designed to prevent these conflicts from influencing recommendations to clients. The Issuer acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with USCA and that it fully appreciates the nature of these potential conflicts and corresponding disclosures. In the event additional conflicts arise during the term of this Agreement, USCA will promptly disclose them. Upon receiving any additional disclosures, Issuer agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by an official of Issuer with authority to bind Issuer by contract, specifically acknowledge the conflict(s) and authorize USCA to proceed.

Other than as pertains to bona fide employees working solely for USCA, Financial Advisor has not employed or retained any person or firm or provided any consideration contingent upon or resulting from the making of this Agreement and it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any individual or firm in connection with carrying out this Agreement.

F. Legal or Disciplinary Events. USCA is required to disclose legal, disciplinary and judicial events on its Form MA (Item 9) and Form MA-Is (Item 6) filed with the SEC. USCA has not been the subject of any material legal, disciplinary, or judicial actions. USCA's most recent Form MA and Form MA-Is can be found at https://www.sec.gov/cgi-bin/browse-edgar?company=USCA+Municipal+Advisors.

G. Agreement to Provide Information. The Issuer agrees to provide USCA with factual, not misleading, information as shall be deemed necessary by USCA for the performance of services required in any Specific Project, which shall include financial statements, budgets, and other relevant documents requested by USCA. The Issuer further agrees to not intentionally omit any material information relevant to USCA's provision of services required for a Specific Project.

H. Agreement to Hire Bond/Special Tax Counsel. It is agreed that Issuer will retain qualified Bond and as necessary Special Tax Counsel to prepare any required legal documents and legal advice regarding any securities issuance and that appropriate Bond and if necessary Tax Counsel will issue an opinion approving the legality of any debt offering.

I. Modification. This Agreement may only be modified by written agreement executed by Issuer and Financial Advisor.

J. Complete Agreement. This Agreement constitutes the complete statement of the terms and conditions of the Agreement between Issuer and Financial Advisor and it supersedes all prior representations, understandings and communications regarding municipal financial advisory services provided by USCA.

K. Governing Law, Waiver of Jury Trial. This agreement is governed by and shall be construed in accordance with the laws of the State of Texas.

L. Complaints. USCA is registered as a "Municipal Advisor" pursuant to Securities Exchange Act Section 15B and regulations of the SEC and the MSRB (the "Authorities"). A brochure with a description of protections afforded to the Issuer by the Authorities and the method to file a complaint with them can be found on the MSRB website at www.msrb.org.

M. Notices. All notices and communications related to this Agreement shall be in writing delivered as follows:

To the Issuer:
Freestone County
Lloyd Lane
County Judge
Freestone County
118 E. Commerce St, Room 205
Fairfield, Texas 75840
fscj@co.freestone.tx.us
Telephone: 903-389-3335

To Financial Advisor:
USCA Municipal Advisors LLC
Attn: David Holland
4444 Westheimer, Suite G500
Houston, Texas 77027
dholland@uscallc.com
Telephone: (713) 366-0566
Facsimile: (713) 588-8882

N. Dodd-Frank Compliance. USCA is a registered Municipal Advisor in good standing with both the SEC (#866-01348-00) and the MSRB (#K0872).

ACCEPTED AND AGREED TO:

Freestone County, Texas

By: _____

Title: COUNTY JUDGE

Date Accepted By Issuer:

MAY 20, 2026

USCA Municipal Advisors LLC:

_____
David Holland, Senior Managing Director
& Head of Municipal Securities

Ben J. Rosenberg
_____
Ben J. Rosenberg, Managing Director

FILED FOR RECORD
At 9 ,o'clock A M

May 20, 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

EXHIBIT A – SERVICES

The following provides an illustrative list of the services available to the Issuer upon request and as agreed to by the parties from time-to-time:

1. Work with Issuer to review financial resources and develop a financing plan to meet Issuer's financing goals, taking into account Issuer's existing debt, maturity schedules, options for prepayments, and striving to achieve new debt or financing under terms and conditions favorable to Issuer while achieving a minimum effective interest rate.

2. Provide information on current financing rates and general market conditions and other economic factors that could reasonably be expected to impact any proposed financing plan.

3. Assist the Issuer in assembling a financing team, as necessary, including, but not limited to, Bond/Loan/Tax Counsel, Disclosure Counsel (generally "Counsel"), Paying Agent Registrar, Escrow Agent and Underwriters.

4. Assist the Issuer in coordination of financing activities between representatives of Issuer offices as appropriate.

5. Prepare a time table and distribution list and update as necessary.

6. Assist with the Issuer's preparation and analysis of pro-forma cash flow statements and financing estimates.

7. Assist in arranging conference calls with Counsel, credit analyst and financing partners.

8. Review various types of available financing alternatives, including securities, loans, leases and other financing techniques, and provide recommendations relative thereto.

9. Recommend appropriate financing structure.

10. Recommend a method of financing as appropriate (competitive sale, negotiated sale or private placement) and, if necessary, conduct Request for Proposals process for underwriter, private purchaser or lender, as appropriate.

11. As necessary, prepare and/or assist with financial loan applications to local, state or federal lending agencies.

12. Assist with the preparation, coordination and review of all financing disclosure documents, subject to final review and approval by Issuer.

13. As appropriate recommend whether credit rating should be pursued and, if advisable, prepare the necessary materials and apply for a rating from the respective rating agency. Manage the Issuer's physical presentation or telephone conference presentation with the rating analysts.

14. Coordinate direct communication between Issuer staff and underwriters, private placement purchasers, lenders or other financial institutions, as appropriate.

15. Direct the advertisement and outreach for bids for a competitive sale of securities.

16. For securities:

a. Review tax-exempt market supply and demand variables in connection with any issue; make recommendations regarding the timing of the pricing.

b. Negotiate prepayment terms and conditions on behalf of Issuer.

c. Conduct the bid opening and verify the lowest bidder (i.e., lowest True Interest Cost) in the case of competitive sale.

d. Collect, hold, and return to the appropriate party any good faith checks made payable to the Issuer.

e. Conduct pricing oversight and market comparables analysis for negotiated sale. Assist the Issuer in pricing negotiations on day of sale.

f. Oversee the closing process on behalf of the Issuer. Coordinate with Counsel for delivery of securities to purchasers. Be available to the Issuer staff after the closing to answer questions regarding the issue.

17. For Lease, Loan or Other Financing:

a. Negotiate with the provider terms, conditions, interest rates and prepayment conditions on behalf of Issuer;

b. Cooperate with provider's counsel and Issuer's Counsel in closing the financing;

c. As necessary, prepare term sheet with customary financial information to provider.