

A Resolution of the City of Plano, Texas, terminating The Bank of New York Mellon Trust Company, N.A. as current paying agent/registrar for certain outstanding debt obligations of the City and appointing UMB Bank, N.A. as a successor paying agent/registrar for certain outstanding debt obligations of the City; approving and authorizing the execution of the Paying Agent/Registrar Agreement with UMB Bank, N.A.; resolving other matters incident and related thereto; and providing a severability clause and an effective date.

WHEREAS, the City Council (the "City Council") of the City of Plano, Texas (the "City") has previously issued bonds and other debt obligations identified on Schedule I hereto (the "Obligations"); and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. ("BNY") currently serves as Paying Agent/Registrar for the Obligations pursuant to certain Paying Agent/Registrar Agreements (the "Existing Agreements"), and the City desires to terminate the Existing Agreements and appoint UMB Bank, N.A. ("UMB") as a successor Paying Agent/Registrar for the Obligations pursuant to the ordinances authorizing the issuance of the Obligations (the "Prior Ordinances") and the Existing Agreements; and

WHEREAS, the City hereby finds and determines that the termination of the Existing Agreements with BNY and the appointment of UMB as Paying Agent/Registrar for the Obligations will not disrupt, delay or otherwise adversely affect the payment of the Obligations; and

WHEREAS, the City Manager, Director of Finance and Treasurer are each hereby authorized to provide the requisite notice to the appropriate persons at BNY to effectuate the transfer of Paying Agent/Registrar functions for the Obligations to UMB; and

WHEREAS, a form of the written agreement with UMB setting forth the duties and responsibilities of the Paying Agent/Registrar for such Obligations has been prepared and submitted to the City Council for approval and authorization to execute.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

SECTION I. UMB Bank, N.A. is hereby appointed as the successor Paying Agent/Registrar for the Obligations in accordance with the terms and provisions of the Prior Ordinances and the Existing Agreements. The City Council hereby approves the form of "Paying Agent/Registrar Agreement" to be entered into with UMB, attached hereto as Exhibit A, with such changes thereto as approved by the City Manager, Director of Finance or Treasurer (each an "Authorized City Official"), such approval to be evidenced by execution of the "Paying Agent/Registrar Agreement" with UMB by the Mayor or Mayor Pro Tem. Each of the Mayor or Mayor Pro Tem is hereby authorized to enter into one or more "Paying Agent/Registrar Agreement(s)" with UMB for the Obligations and is directed to execute such agreement(s) for and on behalf of the City.

SECTION II. The City shall cause to be sent to each registered owner of the Obligations (each, a "Holder") by United States mail, first class postage prepaid, the requisite written notice that UMB Bank, N.A. has been appointed as the successor Paying Agent/Registrar for the Obligations; such notice to read substantially in the form and content of Exhibit B attached hereto (the "Notice to Holders of Change in Paying Agent/Registrar"), which notice shall also give the address of UMB as the new Paying Agent/Registrar. The effective date of the transfer of Paying Agent/Registrar services for the Obligations to UMB will be at least 60 days from the date hereof as determined by an Authorized City Official.

SECTION III. The City Manager, the Director of Finance or the Treasurer is hereby directed to provide a copy of this Resolution to BNY as notice that it has been replaced as the Paying Agent/Registrar for the Obligations. Such notice shall also inform BNY of the effective date of the transfer of the Paying Agent/Registrar services to UMB.

SECTION IV. Each Authorized City Official is directed to coordinate with BNY and UMB to ensure each Security Register, as defined in the Existing Agreements, applicable to the Obligations, together with other pertinent books and records pertaining to the Obligations, currently maintained at BNY are transferred in a timely manner to UMB in order to allow UMB to assume the functions as successor Paying Agent/Registrar for the Obligations.

SECTION V. The City Council hereby authorizes each Authorized City Official to pay BNY any outstanding fees and expenses owed by the City with respect to the Obligations and to coordinate the delivery of all funds held by BNY to UMB to effectuate the transfer of Paying Agent/Registrar services.

SECTION VI. The City Council hereby authorizes the City Manager, Director of Finance or Treasurer to cause an appropriate notice to be filed with the Municipal Securities Rulemaking Board regarding the change to the Paying Agent/Registrar for the Obligations pursuant to this Resolution.

SECTION VII. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION VIII. The recitals contained in the preamble hereof are hereby found to be true, and such recitals and other statements therein are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION IX. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION X. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 28th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

SCHEDULE I

Title	Original Par Amount (\$)	Dated Date
City of Plano, Texas General Obligation Refunding and Improvement Bonds, Series 2015	75,685,000	May 1, 2015
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2016	67,195,000	April 15, 2016
City of Plano, Texas, General Obligation Bonds, Series 2017	41,290,000	February 1, 2017
City of Plano, Texas, General Obligation Refunding Bonds, Series 2017A	27,805,000	August 1, 2017
City of Plano, Texas, General Obligation Bonds, Series 2018	77,915,000	April 15, 2018
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019	63,420,000	April 1, 2019
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2020	74,635,000	April 1, 2020
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2021	74,085,000	May 1, 2021
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City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2023	97,490,000	April 15, 2023
City of Plano, Texas, Tax Notes, Series 2023	8,405,000	April 15, 2023
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016	24,775,000	April 15, 2016
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018	11,350,000	April 15, 2018
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021	10,605,000	May 1, 2021
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015	7,105,000	May 1, 2015
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017	8,035,000	February 1, 2017
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019	6,925,000	April 1, 2019
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2021	40,590,000	May 1, 2021

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of January 8, 2025 (this "Agreement"), by and between UMB Bank, N.A., a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Plano, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has previously issued the securities identified on **Exhibit A-1** hereto (the "Securities"); and

WHEREAS, the Issuer has terminated the services of the prior paying agent/registrar for the Securities and has selected the Bank to serve as successor Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in each applicable Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank, with respect to each series of the Securities identified on Exhibit A-1 hereto, the fees and amounts set forth in **Exhibit A-2** attached hereto; provided however, notwithstanding anything herein or in Exhibit A-2 to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

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:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which each of the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“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.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and each applicable Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of each applicable Authorizing Document.

“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.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in each applicable Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.
928 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attention: Corporate Trust Operations

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in each applicable Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in each applicable Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of each applicable Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 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. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. 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 the 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 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities 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 Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 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 5.07 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 office of the Issuer is 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 in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

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.

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(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference 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.

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 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 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 6.09 Entire Agreement. This Agreement and each applicable Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the applicable Authorizing Document, the Authorizing Document shall govern.

Section 6.10 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 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) 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 Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the 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 Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

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

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank 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, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank 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. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

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

UMB BANK, N.A.

By: _____

Title: _____

Address: 5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

CITY OF PLANO, TEXAS

By: _____
Mayor

Address: 1520 K. Avenue
Plano, Texas 75074

EXHIBIT A-1**SECURITIES**

Title	Original Par Amount (\$)	Dated Date
City of Plano, Texas General Obligation Refunding and Improvement Bonds, Series 2015	75,685,000	May 1, 2015
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City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015	7,105,000	May 1, 2015
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017	8,035,000	February 1, 2017
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019	6,925,000	April 1, 2019
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2021	40,590,000	May 1, 2021

EXHIBIT A-2
FEE SCHEDULE(S)

October 10, 2024



FEES AND EXPENSES
FOR:

City of Plano, Texas (Multiple Series)

Fees for services are as follows:

Acceptance Fee:	WAIVED
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A one-time fee payable at closing to cover the review of governing documents, communication with financing team, set-up of account records and customary duties and responsibilities relating to the closing.

Annual Paying Agent Fee:	\$300.00 PER SERIES
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Annual fee to cover the duties and responsibilities of the Paying Agent /Registrar related to the administration of the transaction including the maintenance of account records on various systems, the monitoring of required compliance items, payment of debt services and all routine duties as contemplated by the governing documents.

Extraordinary Services/ Miscellaneous Fees:
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The fees, charges and expenses specified herein are for the typical and customary services as Bond Registrar, Paying Agent and Refunding Escrow Agent. UMB may also charge for typical out-of-pocket expenses and other expenses connected with paying agent and registrar services for bond issues of similar size and type are for: postage, supplies, bond redemptions, courier, wire transfer and long distance telephone. Fees for additional or extraordinary services not now part of the customary services provided, such as special services during defaults, additional government reporting requirements, or document amendments will be charged at the then current rates for such services. Extraordinary expenses, such as legal fees and travel expenses, shall be invoiced to the client based upon the actual out of pocket cost to the Agent/Trustee. UMB reserves the right to renegotiate its current fee schedule to correspond with changing economic conditions, inflation, and changing requirements relating to the day to day service delivery. Final acceptance of the appointment is subject to approval of authorized officers of UMB, N.A. and full review and execution of all documentation related hereto. Fees paid in advance are not subject to proration. Execution of the governing documents constitutes agreement to the fee schedule noted above.

A \$300 fee will be billed for Optional Redemptions at the time of service.

CUSTOMER INFORMATION REQUIRED BY THE USA PATRIOT ACT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statement, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT B

NOTICE TO HOLDERS
OF CHANGE IN PAYING AGENT/REGISTRAR

UMB Bank, N.A. has been appointed successor Paying Agent/Registrar for the obligations set forth in Schedule I attached hereto, effective [_____]. The address for such Paying Agent/Registrar is as follows:

UMB Bank, N.A.
5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

Dated this _____, 2024.

Denise Tacke
Director of Finance
City of Plano, Texas
1520 K Avenue
Plano, Texas 75074