

RESOLUTION NO. 2024-03R

RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT OF COLLIN COUNTY, TEXAS, APPROVING AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT BY AND AMONG WELLS FARGO BANK, N.A., COMPUTERSHARE TRUST COMPANY, N.A., AND WYLIE NORTHEAST SPECIAL UTILITY DISTRICT CONCERNING.

WHEREAS, Wylie Northeast Special Utility District (the "District") is a political subdivision of the State of Texas created under authority of Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Wells Fargo Bank, N.A. desires to assign its corporate trust business to Computershare Trust Company, N.A., which business performs certain roles for payment transactions concerning Wylie Northeast Special Utility District Revenue Bonds, Series 2007; and

WHEREAS, the District must consent to the assignment to facilitate future bond payments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT THAT:

SECTION 1. Approval. The District's Board of Directors hereby approves the attached Assignment, Assumption and Consent Agreement by and among Wells Fargo Bank, N.A., Computershare Trust Company, N.A., and the District.

SECTION 2. Execution Authority. Board President Jimmy C. Beach is hereby authorized to execute the attached Interlocal Agreement for and on behalf of the District.

SECTION 3. Effective Date. This Resolution shall become effective from and after the date of its passage and adoption by the Board of Directors of the District.

PASSED and APPROVED on this the 15th day of April, 2024, by the Board of Directors of Wylie Northeast Special Utility District.



ATTEST:

A handwritten signature in blue ink, appearing to read "Lance Ainsworth", is written over a horizontal line.

Lance Ainsworth, Secretary,
or Amanda Horst, Assistant Secretary

APPROVED:

A handwritten signature in blue ink, appearing to read "Jimmy C. Beach", is written over a horizontal line.

Jimmy C. Beach, President

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "James W. Wilson", is written over a horizontal line.

James W. Wilson, Attorney

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (the “Agreement”) dated as of _____, 2024 (the “Effective Date”), is by and among WELLS FARGO BANK, N.A. (the “Assignor”), COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (the “Assumption Party”), and WYLIE NORTHEAST SPECIAL UTILITY DISTRICT (the “Consenting Party”).

WHEREAS, the Assignor’s corporate trust business performs certain roles for the transactions (each an “Assumed Transaction” and collectively, the “Assumed Transactions”) set forth on Schedule I hereto (the “Transaction Schedule”) pursuant to the applicable transaction documents (with respect to each Assumed Transaction, the “Transaction Documents”);

WHEREAS, Assignor sold substantially all of its corporate trust business (including, without limitation, the escrow, custodial, and asset backed securities lines of business thereunder and excluding any account bank, deposit taking institution, lender or related roles) to Assumption Party on November 1, 2021;

WHEREAS, upon receipt of this Agreement and the Assumption Parties’ determination that all other conditions precedent have been satisfied, the Assumption Party and the Assignor shall mutually agree upon a transfer date (the “Transfer Date”). From and after the Transfer Date, the Assignor hereby assigns, transfers, and conveys each Transferred Role under the applicable Transaction Document, and the Assumption Party hereby agrees to act in the capacity of each Transferred Role with respect to the related Assumed Transaction under the applicable Transaction Documents and assumes all of the rights, duties and obligations under the Transaction Documents; and

WHEREAS, in connection with such sale and pursuant to the terms of this Agreement, the Assignor desires to assign, and the Assumption Party desires to assume, the rights, duties and obligations of the Assignor as each role played by the Assignor’s corporate trust business (excluding any account bank, deposit taking institution, lender or related roles), (each, a “Transferred Role”) with respect to each Assumed Transaction under the applicable Transaction Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assumption; Agreement to Service. From and after the Transfer Date, subject to receipt of any necessary consents or approvals, the Assignor hereby assigns, transfers, and conveys each Transferred Role under the applicable Transaction Document, and the Assumption Party hereby agrees to act in the capacity of each Transferred Role with respect to the related Assumed Transaction under the applicable Transaction Documents and assumes all of the rights, duties and obligations under the Transaction Documents; provided, that the Assumption Party is not assuming: (a) obligations under the Transaction Documents incurred prior to the Transfer Date, whether or not known as of the Transfer Date (whether responsibilities, duties, liabilities or otherwise), (b) obligations of the Assignor in any role with respect to any transaction other than

the Transferred Roles, and (c) obligations under any agreement to which the Assignor is not expressly a party. In furtherance of the above, the Assumption Party, from and after the Transfer Date, agrees to act in the capacity of each Transferred Role in accordance with the terms of the applicable Transaction Documents. The Assignor shall remain liable for all such liability arising prior to the Transfer Date and for its own actions and omissions apart from those assumed by the Assumption Party.

2. Consent to Assumption. Assumption Party, by its signature below acknowledges its agreement with all of the terms of this Agreement, and hereby represents and warrants that, from and after the Transfer Date, it shall fully assume the due and punctual performance and observance all Transferred Role duties and obligations under each of the Transaction Documents. The Consenting Party acknowledges and consents to the transfers hereunder. Such Consenting Party is duly authorized to execute and consent to the transfer hereunder.

3. Further Assurances. Assignor agrees that, from time to time, as required by the Transaction Documents of the Assumed Transactions, Assignor will execute and deliver such further documents and perform such other acts as may be reasonably required to fully effect the purposes of this Agreement.

4. No Release of the Assignor. Except as expressly provided in this Agreement, nothing contained herein shall affect any claims that any party may have against the Assignor or otherwise release the Assignor from any obligation arising under any Transaction Document or related to any Assumed Transaction before the Transfer Date.

5. Representations of the Assumption Party. In connection with its assumption of the obligations of each Transferred Role with respect to the Assumed Transactions, the Assumption Party hereby represents and warrants, as of the Transfer Date:

- (a) Due Organization and Authority. The Assumption Party is a national banking association and is in compliance with the laws of any such state to the extent necessary to perform the Transferred Roles in accordance with the Transaction Documents; the Assumption Party has the full power and authority to execute and deliver this Agreement and to perform in accordance with the Transaction Documents; the party executing this Agreement on behalf of the Assumption Party is duly authorized to do so; the execution and delivery of this Agreement and the performance of the Transaction Documents by the Assumption Party and the consummation of the transactions contemplated thereby have been duly and validly authorized; this Agreement and the Transaction Documents evidence the valid, binding and enforceable obligations of the Assumption Party; and, to the best of the Assumption Party's knowledge, in compliance with and as may be required by each governing transaction document applicable to the Assumed Transactions, all conditions precedent to the actions contemplated by this Agreement have been satisfied and the actions contemplated by this Agreement are authorized and permitted;
- (b) No Conflicts. Neither the execution and delivery of this Agreement or the transactions contemplated hereby, nor the fulfillment of or compliance with the

terms and conditions of the Transaction Documents, will conflict with or result in a breach of any of the terms, conditions or provisions of the Assumption Party's charter or by-laws or any legal restriction or any agreement or instrument to which the Assumption Party is now a party or by which it is bound, or constitute a default or result in an acceleration under any of the foregoing, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Assumption Party or its property is subject;

- (c) No Litigation Pending. There is no action, suit, proceeding or investigation pending or, to the best of the Assumption Party's knowledge, threatened against the Assumption Party which, either in any one instance or in the aggregate, would draw into question the validity of this Agreement or of any action to be taken by the Assumption Party as contemplated herein;
- (d) Eligibility Requirements. The Assumption Party meets all eligibility requirements under the Transaction Documents with respect to the qualifications of a successor to Assignor in each Transferred Role.

6. Address for Notices. The Assumption Party's address for purposes of all notices and correspondence related to the Assumed Transactions and the Transaction Documents shall be as follows:

Computershare Corporate Trust
ATTN: Municipal Paying Agent
1505 Energy Park Drive
St. Paul, MN 55108

7. Survival. The representations, warranties, covenants and agreements of the Assumption Party contained herein shall survive the execution and delivery of this Agreement.

8. Governing Law. THIS AGREEMENT AND ANY NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAW THAT WOULD HAVE THE EFFECT OF GIVING EFFECT TO THE LAWS OF ANOTHER JURISDICTION).

9. Counterparts. This Agreement shall be valid, binding and enforceable against a party only when executed by an authorized individual on behalf of the party by means of: (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement may be executed in

one or more counterparts, including via facsimile or email (or any other electronic means such as “.pdf” or “.tiff” files), each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

10. Waivers and Modifications in Writing. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto.

(Signature Pages Immediately Follow)

WELLS FARGO BANK, N.A., as the Assignor

By: _____

Name:

Title:

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT, a political subdivision of the State of Texas, as the Consenting Party

By: _____

Name: Jimmy C. Beach

Title: Board President

Acknowledged:

COMPUTERSHARE TRUST COMPANY, N.A., as the Assumption Party

By: _____

Name:

Title:

Dated: _____, 2024

SCHEDULE I

ASSUMED TRANSACTIONS

Deal Key	Deal Short Name	Deal Long Name
WYLI1007RB	Wylie Northeast SUD RB, Ser.2007	Wylie Northeast Special Utility District Revenue Bonds, Series 2007