

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS COUNTIES OF DALLAS AND DENTON CITY OF COPPELL

We, the undersigned officers of the City of Coppel, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "Council") convened in a regular meeting on July 28, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

Wes Mays, Mayor
Don Carroll, Councilmember
Jim Walker, Mayor Pro Tem
Brianna Hinojosa-Smith, Councilmember
Kevin Nevels, Councilmember
Ramesh Premkumar, Councilmember
Biju Mathew, Councilmember
Mark Hill, Councilmember

Lauren Thoden, City Secretary

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING RESOLUTION OF THE COPPELL RECREATION DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE AND SALE OF SALES TAX REVENUE REFUNDING BONDS BY THE CORPORATION; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be approved and, after due discussion, said motion, carrying with it the approval of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: ____

ABSTAIN: ____

2. A true, full and correct copy of the aforesaid Resolution approved at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for approval at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS JULY 28, 2026.

Lauren Thoden, City Secretary
City of Coppell, Texas

Wes Mays, Mayor
City of Coppell, Texas

(City Seal)

*Certificate for Resolution Approving the Resolution of the
Coppell Recreation Development Corporation Authorizing the Issuance and Sale of
Sales Tax Revenue Refunding Bonds by the Corporation*

RESOLUTION APPROVING RESOLUTION OF THE COPPELL RECREATION DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE AND SALE OF SALES TAX REVENUE REFUNDING BONDS BY THE CORPORATION; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Coppell Recreation and Development Corporation (the "Corporation") is a non-profit industrial development corporation created, existing and governed by the Development Corporation Act, Chapters 501, 502 and 505, Texas Local Government Code, formerly Section 4A of Article 5190.6, Tex. Rev. Civ. Stat. Ann., as amended (the "Act"); and

WHEREAS, pursuant to the Act, the City of Coppell, Texas (the "City") held an election November 5, 2013 (the "Election"), to reauthorize and extend the one half of one percent sales and use tax collected for the benefit of the Corporation (the "Sales Tax"), to be used exclusively for the purposes set forth in the Act; and

WHEREAS, there has been presented to the City Council (the "Council") a resolution (the "Bond Resolution") which has been adopted by the Board of Directors of the Corporation authorizing the issuance and sale of the Corporation's Sales Tax Revenue Refunding Bonds, Series 2026 (the "Bonds") for the purpose of providing funds to (i) refund the Refunded Obligations; (ii) fund the Reserve Fund (as defined in the Bond Resolution); and (iii) pay the costs incurred in connection with the issuance of the Bonds (collectively, the "Bond Purposes"); and

WHEREAS, there has been previously approved by this Council a Sales Tax Remittance Agreement, between the Corporation and the City, pursuant to which sales taxes collected by the City for the benefit of the Corporation pursuant to the Act shall be transferred and deposited into a fund for use by the Corporation in the furtherance of its authorized powers and purposes; and

WHEREAS, the Council finds and determines that it is necessary and appropriate to approve the Bond Resolution and to ratify and approve the Sales Tax Remittance Agreement; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bond Resolution, attached hereto as **Exhibit A**, and the issuance by the Corporation of sales tax revenue refunding bonds in the aggregate principal amount not to exceed \$21,500,000 (the "Bonds"), for the public purpose of providing funds for the Bond Purposes, are hereby approved.

Section 2. The Sales Tax Remittance Agreement, dated as of January 26, 1999, between the City and the Corporation, and attached hereto as **Exhibit B**, is hereby ratified and confirmed, and shall be applicable to the Bonds.

Section 3. This Resolution shall be effective immediately upon adoption.

Exhibit A

Bond Resolution

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COPPELL RECREATION DEVELOPMENT CORPORATION

We, the undersigned officers of the Coppel Recreation Development Corporation (the "Corporation"), hereby certify as follows:

1. The Board of Directors (the "Board") of the Corporation convened in a regular meeting on July 20, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Board, to wit:

Aaron Straach, President
Thomas Dwyer, Vice President
Wes Mays, Boardmember
Rohinton Karanjia, Boardmember
Majid Husain, Boardmember
George L. Cooper, Boardmember
Kevin Nevels, Boardmember

and all of said persons were present except _____,
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF COPPELL RECREATION DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2026; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; ESTABLISHING SALE PARAMETERS; DELEGATING TO A PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of the Board. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: __

ABSTAIN:

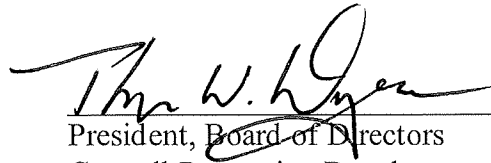
2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Board has approved and hereby approves the aforesaid Resolution; and the President and Vice President of the Board hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED THIS JULY 20, 2026.



Vice President, Board of Directors
Coppell Recreation Development Corporation



President, Board of Directors
Coppell Recreation Development Corporation

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF COPPELL RECREATION DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2026; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; ESTABLISHING SALE PARAMETERS; DELEGATING TO A PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

THE STATE OF TEXAS

COPPELL RECREATION DEVELOPMENT CORPORATION

WHEREAS, Coppel Recreation Development Corporation (the "Corporation") is a non-profit industrial development corporation created, existing and governed by V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 505 thereof (the "Act"); and

WHEREAS, pursuant to the authority granted in the Act, the City of Coppell, Texas (the "City") has levied a one-half of one percent sales and use tax for the benefit of the Corporation (the "Sales Tax"), to be used exclusively for the purposes set forth in the Act, pursuant an election held May 4, 1996, and reauthorized and extended pursuant to an election held November 5, 2013 (the "Election"); and

WHEREAS, the Corporation now desires to refund all or part of the bonds described in **Schedule I** attached hereto, collectively, the "Eligible Refunded Obligations", and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, the Act authorizes the Corporation to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Corporation to issue the bonds hereinafter authorized (the "Bonds") for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Corporation in selling and delivering the bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of the Act; and

WHEREAS, there has been previously approved by the Corporation a Sales Tax Remittance Agreement, between the Corporation and the City, pursuant to which sales taxes collected by the City for the benefit of the Corporation pursuant to the Act shall be transferred and deposited into a fund for the use by the Corporation in the furtherance of its authorized powers and purposes; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to the Act; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF COPPELL RECREATION DEVELOPMENT CORPORATION THAT:

Section 1. DEFINITIONS.

(a) "2026 Reserve Fund" shall mean the reserve fund established in Section 9 of this Resolution.

(b) "Act" shall mean the Development Corporation Act, V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 505 thereof.

(c) "Additional Obligations" shall mean bonds, notes or other evidences of indebtedness which the Corporation reserves the right to issue or enter into, as the case may be, in the future in accordance with the terms and conditions provided in Section 15 hereof and which, together with the Bonds, are equally and ratably secured by a parity pledge of and claim on the Pledged Revenues.

(d) "Attorney General" shall mean the Attorney General of the State.

(e) "Authorized Officers" shall mean the President and Vice President of the Board, the Treasurer of the Corporation and each Pricing Officer.

(f) "Average Annual Debt Service" shall mean that amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from proceeds or borrowings of the Corporation shall be excluded in making the aforementioned computation.

(g) "Board" shall mean the Board of Directors of the Corporation.

(h) "Bond" or "Bonds" shall mean the Coppel Recreation Development Corporation Sales Tax Revenue Refunding Bonds, Series 2026 authorized to be issued by this Resolution.

(i) "City" shall mean the City of Coppel, Texas.

(j) "Chapter 1201" shall mean Chapter 1201, Texas Government Code, as amended.

(k) "Chapter 1208" shall mean Chapter 1208, Texas Government Code, as amended.

(l) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(m) "Comptroller" shall mean the Comptroller of Public Accounts of the State, and any successor official or officer thereto.

(n) "Corporation" shall mean Coppel Recreation Development Corporation.

(o) "Debt Service" shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Corporation as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate of interest, that such obligations bear, or would have borne, interest at the maximum legal per annum rate applicable to such obligations, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

(p) "Delivery Date" shall mean the date the Bonds are initially delivered to the Underwriter.

(q) "Fiscal Year" shall mean the fiscal year of the Corporation, being the twelve-month period ending September 30 of each year.

(r) "Registered Owner" or "Bondholder", or words of similar import, shall mean the registered owner of the Bonds from time to time as shown in the books kept by the Paying Agent/Registrar as bond registrar and transfer agent.

(s) "Investment Act" shall mean the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

(t) "Maximum Annual Debt Service" shall mean the highest amount of Debt Service due on the Parity Obligations in any Fiscal Year.

(u) "Outstanding" shall mean, when used in this Resolution with respect to Parity Obligations, including the Bonds, as of the date of determination, all Parity Obligations theretofore sold, issued and delivered by the Corporation, except:

- a. those Parity Obligations canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- b. those Parity Obligations paid or deemed to be paid in accordance with the provisions of this Resolution or similar provisions of any resolution authorizing Additional Obligations.
- c. those Parity Obligations that have been mutilated, destroyed, lost, or stolen and replacement obligations have been registered and delivered in lieu thereof.

(v) "Parity Obligations" shall mean, collectively, the Bonds and Additional Obligations.

(w) "Paying Agent/Registrar" shall mean the initial paying agent/registrar for the Bonds designated by the Pricing Officer in the Pricing Certificate, or any successor thereto.

(x) "Pledged Revenues" shall mean all of the Corporation's receipts of the Sales Tax, less any amounts due or owing to the Comptroller as charges for collection or retention by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retentions are authorized or required by law.

(y) "Required Reserve" shall mean the amount to be maintained on deposit in, or held

as securities, a Surety Bond or other similar instrument permitted by State law for the benefit of a reserve fund established pursuant to this Resolution.

(z) "Sales Tax" shall mean the one-half of one percent sales and use tax levied by the City within the boundaries of the City as they now or hereafter exist, together with any increases in the aforesaid rate if provided and authorized by the laws of the State of Texas, including specifically the Act, and collected for the benefit of the Corporation, all in accordance with the Act, including particularly Chapter 505 thereof.

(aa) "Sales Tax Remittance Agreement" shall mean the Sales Tax Remittance Agreement dated as of January 26, 1999, between the City and the Corporation.

(bb) "State" shall mean the State of Texas.

(cc) "Surety Bond" shall mean a policy of municipal bond insurance, a surety bond or other obligation permitted by law which is issued by an insurance company or other issuer of such instruments for the purpose of funding all or part of a Required Reserve; provided that at the time of the issuance of the Surety Bond the issuing company or institution shall have a rating in one of the two highest rating categories by one nationally recognized rating agency or service.

(dd) "Underwriter" shall mean the initial purchaser(s) of the Bonds designated by the Pricing Officer in the Pricing Certificate.

Section 2. RECITALS, AMOUNT, DESIGNATION, DATE AND PURPOSE OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth, with the proceeds of the Bonds being used to (i) refund the Refunded Obligations; (ii) fund the Reserve Fund; and (iii) pay the costs incurred in connection with the issuance of the Bonds.

(b) Each Bond issued pursuant to this Resolution shall be designated: "COPPELL RECREATION DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BOND, SERIES 2026," or such other designation set forth in a Pricing Certificate, and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the Underwriter as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be dated, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in a Pricing Certificate.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by the Act, the City Manager, the Deputy City Managers and the Director of Strategic Financial Engagement (each, a "Pricing Officer") are each individually hereby authorized to act on behalf of the Corporation in selling and delivering the Bonds and carrying out the procedures specified in this Resolution (of which officers, the officer executing

the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), including determining which of the Eligible Refunded Obligations shall be refunded, the principal amount of Bonds to be issued, how any premium on the Bonds will be utilized, the date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Corporation, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, approving modifications to the term Defeasance Securities, selecting the paying agent/registrar for the Bonds, and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Corporation, procuring municipal bond insurance and approving modifications to this Resolution and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate principal amount of the Bonds shall not exceed \$21,500,000;
- (ii) the true interest cost for the Bonds shall not exceed 3.50%;
- (iii) the final maturity of the Bonds shall not exceed August 1, 2038;
- (iv) the refunding must produce debt service savings of at least 3.00% measured on a present value basis as a percentage of the principal amount of the Refunded Obligations, with such savings to be net of any Corporation contribution to the refunding; and
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the 180th day following adoption of this Resolution.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold at such prices, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Resolution to effect such private placement of such Bonds, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the continuing disclosure undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) It is hereby found and determined that the refunding of the Refunded Obligations

is advisable and necessary in order to restructure the debt service requirements of the Corporation, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Corporation, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the parameters set forth above, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In addition, each Pricing Officer and the President of the Board are each further authorized to enter into and execute on behalf of the Corporation with the escrow agent or deposit agent named therein, an escrow agreement or deposit agreement, as shall be approved by the Pricing Officer or the President of the Board, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow or deposit fund described in the Escrow Agreement.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Resolution is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, the most advantageous reasonably available, and the Pricing Officer is hereby authorized to make and include a finding to that effect in the Pricing Certificate.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Corporation shall keep or cause to be kept at the designated office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Corporation hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Corporation and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Corporation shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Corporation shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set

forth as **Exhibit A** of this Resolution. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Corporation or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D of Chapter 1201, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General and registered by the Comptroller.

(c) Payment of Bonds and Interest. The Corporation hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Corporation and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Resolution. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Corporation covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Corporation will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Corporation reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Corporation covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the

Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Corporation. Upon any change in the Paying Agent/Registrar, the Corporation promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Corporation at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Corporation shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit A** of this Resolution. The Bonds initially issued and delivered pursuant to this Resolution are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Resolution.

(f) Book-Entry-Only System. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the Underwriter shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, the Corporation and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Corporation's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Corporation to make payments of principal and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. If the Bonds are subject to the DTC book-entry system, and in the event that the Corporation determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Corporation to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Corporation shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Corporation to DTC.

(i) Cancellation of Initial Bond(s). On the Delivery Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter or its designee, executed by manual or facsimile signature of the President and Vice President of the Board, approved by the Attorney General, and registered and signed by the Comptroller in the manner prescribed by law, will be delivered to the Underwriter or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for

the initial Bond(s), the Paying Agent/Registrar shall insert the Delivery Date on the initial Bond(s), cancel each of the initial Bond(s) and deliver to DTC on behalf of the Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Corporation, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Corporation shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Resolution, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Resolution. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. PLEDGE.

(a) The Bonds and any interest payable thereon, and together with any Additional Obligations which may be issued in accordance herewith and be Outstanding from time to time, and any interest payable thereon, are and shall be secured by and payable from a first lien on and pledge of the Pledged Revenues. The Bonds are and will be secured by and payable only from the Pledged Revenues, and not from amounts on deposit in any other funds or accounts of the Corporation other than the funds established herein for the payment and security of the Bonds, and are not secured by or payable from a mortgage or deed of trust on any real, personal or mixed properties of the Corporation. Neither the State, the City, nor any political corporation, subdivision, or agency of the State of Texas, nor any member of the Board of Directors of the Corporation, either individually or collectively, shall be obligated to pay the principal of or the interest on the Bonds and neither the faith and credit nor the taxing power (except as described below) of the State, the City, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on the Bonds. The Registered Owners of the Bonds shall not have the right to demand payment of the principal of or interest on this

Bonds from any tax proceeds other than the Sales Tax proceeds levied for the benefit of the Corporation by the City pursuant to the Act, or from any other source.

(d) Chapter 1208 applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Corporation under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Corporation under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. REVENUE FUND.

(a) There has been created and established on the books of the Corporation and accounted for separate and apart from all other funds of the Corporation for the deposit of the Pledged Revenues as received by the Corporation, which fund or account is known on the books and records of the Corporation as the "Coppell Recreation Development Corporation Sales Tax Revenue Fund" (hereinafter called the "Revenue Fund"). All Pledged Revenues shall be credited to the Revenue Fund immediately upon receipt. All Pledged Revenues deposited into the Revenue Fund shall promptly be transferred to the following funds in the following order of priority:

- FIRST: To the payment of the amounts required to be deposited in the Debt Service Fund for the payment of Debt Service on the Parity Obligations as the same becomes due and payable;
- SECOND: On a pro rata basis, to each debt service reserve fund created by any resolution authorizing the issuance of Parity Obligations, which contains less than the amount to be accumulated and/or maintained therein, as provided in such resolutions;
- THIRD: To the payment of amounts required to be deposited in any other fund or account required by any resolution authorizing the issuance of Parity Obligations; and
- FOURTH: To any fund or account held at any place or places, or to any payee, required by any other resolution of the Board which authorized the issuance of obligations or the creation of debt of the Corporation having a lien on the Pledged Revenues subordinate to the lien created herein on behalf of the Parity Obligations.

(b) Any Pledged Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other lawful purpose now or hereafter permitted by law.

Section 8. DEBT SERVICE FUND.

(a) For the sole purpose of paying the principal of and interest on the Parity Obligations Outstanding at any time, as the same come due (including principal coming due as a result of any mandatory redemption of the Parity Obligations), there shall be created and established on the books of the Corporation a separate fund entitled the "Coppell Recreation Development Corporation Debt Service Fund" (hereinafter called the "Debt Service Fund"). The Corporation covenants that there shall be deposited into the Debt Service Fund prior to each principal and interest payment date from the Pledged Revenues an amount equal to one hundred per cent (100%) of the interest on and the principal of the Bonds then falling due and payable, and such deposits to pay principal and accrued interest on the Bonds shall be made in substantially equal monthly installments on or before the 25th day of each month, beginning on or before the 25th day of the month next following the delivery of the Bonds to the initial purchasers thereof; provided, however, that in any Fiscal Year the Corporation may elect to fund the Debt Service Fund on an accelerated basis and at any time when amounts on deposit in the Debt Service Fund are sufficient to make payment of all principal and interest coming due on the Outstanding Parity Obligations within the next twelve months, such deposits of Pledged Revenues to the Debt Service Fund may be discontinued, until there is once again an amount less than the principal and interest coming due on the Outstanding Parity Obligations within the next twelve months, at which time such deposits shall be resumed.

(b) The required deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge the Bonds (principal and interest) then Outstanding or (ii) the Bonds are no longer Outstanding.

Section 9. RESERVE FUNDS.

(a) There is hereby created and ordered held at a depository of the Corporation, for the benefit of the Bonds, the 2026 Reserve Fund. The Corporation shall deposit and credit to the 2026 Reserve Fund amounts required to maintain the balance in the 2026 Reserve Fund in an amount equal to the Maximum Annual Debt Service requirements of the Bonds (the "Required Reserve"). The Maximum Annual Debt Service requirements of the Bonds shall be calculated by the Corporation on the date of issuance of the Bonds and on each October 1 thereafter, and the Required Reserve to be maintained in the 2026 Reserve Fund after each such calculation shall be the amount determined by such calculation. All funds, investments and Surety Bonds on deposit and credited to the 2026 Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make payments due under a Surety Bond and (iii) with respect to funds and investments on deposit and credited to the 2026 Reserve Fund other than Surety Bonds, to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds.

(b) When and for so long as the cash, investments and Surety Bonds in the 2026 Reserve Fund equal the Required Reserve, no deposits need be made to the credit of the 2026 Reserve Fund; but, if and when the 2026 Reserve Fund at any time contains less than the Required Reserve, the Corporation covenants and agrees that the Corporation shall cure the

deficiency in the 2026 Reserve Fund by making deposits to such Fund from the Pledged Revenues in accordance with Section 7 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve with any such deficiency payments being made on or before the last day of each month until the Required Reserve has been fully restored; provided, however, that no such deposits shall be made into the 2026 Reserve Fund during any six month period beginning on February 1 and August 1 until there has been deposited into the Debt Service Fund the full amount required to be deposited therein by the next following February 1 and August 1, as the case may be. In addition, in the event that a portion of the Required Reserve is represented by a Surety Bond, the Required Reserve shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the Revenue Fund in accordance with Section 7, but subject to making the full deposits and credits to the Debt Service Fund required to be made by the next following February 1 and August 1, as the case may be. The Corporation further covenants and agrees that, subject only to the prior deposits and credits to be made to the Debt Service Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve, including by paying payments under a Surety Bond when due, and any reserve established for the benefit of any issue or series of Additional Obligations and to cure any deficiency in such amounts as required by the terms of this Resolution and any other resolution pertaining to the issuance of Additional Obligations. Reimbursements to the provider, if any, of a Surety Bond shall constitute the making up of a deficiency in the 2026 Reserve Fund to the extent that such reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the Surety Bond.

(c) Earnings and income derived from the investment of amounts held for the credit of the 2026 Reserve Fund shall be retained in the 2026 Reserve Fund until the 2026 Reserve Fund contains the Required Reserve. During such time as the 2026 Reserve Fund contains the Required Reserve or any cash or investment is replaced with a Surety Bond pursuant to subsection (d) below, the Corporation may, at its option, withdraw all surplus funds in the 2026 Reserve Fund and deposit such surplus in the Revenue Fund; provided that the face amount of any Surety Bond may be reduced at the option of the Corporation in lieu of such transfer. Notwithstanding the foregoing, any surplus funds in the 2026 Reserve Fund that consist of proceeds of the Bonds or interest thereon shall be used for purposes for which the Bonds were issued or deposited to the Debt Service Fund.

(d) The Corporation may at any time deposit, supplement, replace or substitute a Surety Bond for cash or investments on deposit in the 2026 Reserve Fund or in substitution for or replacement of any existing Surety Bond, provided, that the deposit, supplement, replacement or substitution of the Surety Bond will not, in and of itself, cause any ratings then assigned to the Bonds by any nationally recognized securities rating agency which has assigned, at the request of the Corporation, a rating to the Parity Obligations to be lowered and the resolution authorizing the substitution of the Surety Bond for all or part of the Required Reserve contains a finding that such substitution is cost effective.

(e) If the Corporation is required to make a withdrawal from the 2026 Reserve Fund for any of the purposes described in this Section, the Corporation shall promptly notify the issuer of such Surety Bond of the necessity for a withdrawal from the 2026 Reserve Fund for any such purposes, and shall make such withdrawal first from available moneys or Permitted Investments then on deposit in the 2026 Reserve Fund, and next from a drawing under any Surety Bond to the

extent of such deficiency.

(f) In the event there is a draw upon the Surety Bond, the Corporation shall reimburse the issuer of such Surety Bond for such draw, in accordance with the terms of any agreement pursuant to which the Surety Bond is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be in accordance with the provisions of hereof and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the then Outstanding Parity Obligations.

(g) The total amount required to fund the 2026 Reserve Fund by reason of the issuance of the Bonds will be set forth in the Pricing Certificate, and the method of funding the 2026 Reserve Fund shall also be set forth in the Pricing Certificate. In the event a Surety Bond is utilized to fund the 2026 Reserve Fund, any provisions relating to such Surety Bond will be set forth in the Pricing Certificate.

(h) The Corporation may create and establish a debt service reserve fund pursuant to the provisions of any resolution authorizing the issuance of Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said debt service reserve funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Parity Obligations for which such debt service reserve fund was established. Each such debt service reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such debt service reserve fund from the debt service reserve funds created for the benefit of other Parity Obligations.

Section 10. SALES TAX REMITTANCE AGREEMENT; TRANSFER.

(a) The Sales Tax Remittance Agreement is hereby ratified and confirmed, and shall be applicable to the Bonds.

(b) Pursuant to the provisions of the Sales Tax Remittance Agreement, the City has agreed to do any and all things necessary to accomplish the transfer of the Sales Tax collected for the benefit of the Corporation to the Revenue Fund on a monthly basis. The Sales Tax Remittance Agreement shall govern matters with respect to the collection of sales and use taxes from the Comptroller, credits and refunds due and owing to the Comptroller, and other matters with respect to the collection and transfer of the Sales Tax.

(c) The Authorized Officers are hereby ordered to do any and all things necessary to accomplish the transfer of money to the funds established hereby in ample time to pay the principal of and interest on the Bonds.

Section 11. INVESTMENTS. Money in any Fund established by this Resolution may, at the option of the Board, be invested in eligible investment securities as described in the Investment Act; provided that all such investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Investment earnings realized on investments attributable to the Bond Fund shall be retained therein and shall constitute a credit against the amount of money that is required to be on deposit therein for each payment of principal or interest. Such investments shall be valued in terms of current market

value as of the last day of each Fiscal Year. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 12. FUNDS SECURED. Money in all Funds created by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the City.

Section 13. DEFICIENCIES. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Debt Service Fund or the Reserve Fund, such deficiency shall be cured as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

Section 14. PAYMENT. On or before the first payment date for the Bonds and semiannually on or before each February 1 and August 1 thereafter while any portion of the Bonds are Outstanding and unpaid, the Corporation shall cause to be transferred to the Paying Agent/Registrar amounts sufficient to make payment of the principal of and interest on the Bonds to the Holders thereof with funds on deposit in the Debt Service Fund.

Section 15. ADDITIONAL OBLIGATIONS. In addition to the right to issue obligations of inferior lien, the Corporation reserves the right to issue Additional Obligations which, when duly authorized and issued in compliance with law and the terms and conditions hereinafter appearing, shall be on a parity with the Bonds herein authorized, payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues. The Additional Obligations may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) the Corporation is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the outstanding Parity Obligations;

(b) each of the funds created for the payment, security and benefit of the Parity Obligations contains the amount of money then required to be on deposit therein;

(c) an Authorized Officer shall have executed a certificate stating that, based on the books and records of the Corporation, for (i) the Fiscal Year next preceding the adoption of the resolution authorizing the proposed Additional Obligations or (ii) a consecutive twelve (12) month period out of the eighteen (18) month period next preceding the month in which the resolution authorizing the proposed Additional Obligations is adopted, the Pledged Revenues and interest earnings thereon were equal at least to (i) 1.50 times the average annual Debt Service requirements and (ii) 1.25 times the maximum annual Debt Service requirements on all Parity Obligations to be outstanding after the issuance of the proposed Additional Obligations; provided, however, that in the event an increase in the rate of the Sales Tax becomes effective prior to the date of a resolution authorizing the issuance of Additional Obligations, such certificate or report shall calculate the Pledged Revenues for the calculation period as if such increased rate were in effect during the calculation period;

(d) the resolution authorizing the Additional Obligations provides that the

Debt Service Fund be augmented by amounts adequate to accumulate the sum required to pay the principal and interest on such obligations as the same shall become due; and

(e) the final maturity of the Additional Obligations shall not be later than August 1, 2037.

Section 16. REFUNDING BONDS. The Corporation reserves the right to issue refunding bonds to refund all or any part of the Parity Obligations (pursuant to any law then available) upon such terms and conditions as the Board may deem to be in the best interest of the Corporation, and if less than all such Parity Obligations then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Obligations) shall apply. The conditions precedent set forth in Section 15 do not apply to an issuance of Additional Obligations issued to refund or defease all of the then Outstanding Parity Obligations.

Section 17. SUBORDINATE DEBT. Except as may be limited by a supplemental resolution, the Corporation shall have the right to issue or create any debt payable from or secured by a lien on all or any part of the Pledged Revenues for any lawful purpose without complying with the provisions of Section 15 or 16 hereof, provided the pledge and the lien securing such debt is subordinate to the pledge and lien established, made and created in Section 6 of this Resolution with respect to the Pledged Revenues to the payment and security of the Parity Obligations.

Section 18. CONFIRMATION OF LEVY OF SALES TAX.

(a) The Corporation hereby confirms the earlier levy by the City of the Sales Tax at the rate voted at the election held by and within the City, and the Corporation hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time.

(b) For so long as any Parity Obligations are outstanding, the Corporation covenants, agrees and warrants to take and pursue all action permissible under applicable law to cause the Sales Tax, at said rate or at a higher rate if permitted by applicable law, to be levied and collected continuously, in the manner and to the maximum extent permitted by applicable law, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate stated, confirmed and ordered in Subsection (a) of this Section to be ordered or permitted so long as any Parity Obligations shall remain outstanding.

(c) If the City shall be authorized hereafter by applicable law to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, the Corporation, to the extent it legally may do so, hereby covenants and agrees to use its best efforts to cause the City to take such action as may be required by applicable law to subject such taxable items or transactions to the Sales Tax.

(d) The Corporation agrees to take and pursue all action permissible under applicable law to cause the Sales Tax to be collected and remitted and deposited as herein required and as required by the Act, at the earliest and most frequent times permitted by applicable law.

(e) The Corporation agrees and covenants at all times, and to use its best efforts to cause the City, to comply with the Sales Tax Remittance Agreement.

Section 19. RECORDS AND ACCOUNTS. Records and Accounts. The Corporation hereby covenants and agrees that while any of the Bonds are Outstanding, it will keep and maintain complete records and accounts in accordance with generally accepted accounting principles, and following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

(a) A statement in reasonable detail regarding the receipt and disbursement of the Pledged Revenues for such Fiscal Year; and

(b) A balance sheet for the Corporation as of the end of such Fiscal Year.

Such annual audit of the records and accounts of the Corporation shall be in the form of a report (and may be reflected in the audit of the City) and be accompanied by an opinion of the accountant to the effect that such examination was made in accordance with generally accepted auditing standards and contain a statement to the effect that in the course of making the examination necessary for the report and opinion, the accountant obtained no knowledge of any default of the Corporation on the Bonds or in the fulfillment of any of the terms, covenants or provisions of this Resolution, or under any other evidence of indebtedness, or of any event which, with notice or lapse of time, or both, would constitute a failure of the Corporation to comply with the provisions of this Resolution or if, in the opinion of the accountants, any such failure to comply with a covenant or agreement hereof, a statement as to the nature and status thereof shall be included.

Copies of each annual audit report shall be furnished upon written request, to any Holders of any of such Bonds. The audits herein required shall be made within 180 days following the close of each Fiscal Year insofar as is possible.

The Holders of any Bonds or any duly authorized agent or agents of such Holders shall have the right to inspect such records, accounts and data of the Corporation during regular business hours.

Section 20. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Corporation with the Paying Agent/Registrar for the

payment of its services until the Defeased Bond shall have become due and payable, and thereafter the Corporation will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues herein pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Corporation be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Corporation, or deposited as directed in writing by the Corporation. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Corporation or deposited as directed in writing by the Corporation.

(c) Unless defined otherwise in the Pricing Certificate, the term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until the Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Corporation shall make proper arrangements to provide and pay for such services as required by this Resolution.

Section 21. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Corporation and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Corporation and to the Paying

Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bonds, the Corporation may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Corporation whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution.

(e) Authority for Issuing Replacement Bond. In accordance with Section 1206.022, Texas Government Code, this Section of this Resolution shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Corporation or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided herein for a Bond issued in exchange for another Bond.

Section 22. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Corporation covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Corporation covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Corporation, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the

Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Corporation for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Corporation understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Corporation that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Corporation will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Corporation agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Corporation hereby authorizes and directs the Authorized Officers, individually but not jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Corporation, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Corporation covenants that the property constituting the project financed with the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Corporation of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Corporation may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Corporation shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Procedures to Monitor Compliance with Tax Covenants. The Corporation hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

Section 23. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The President of the Board is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and investigation, examination, and approval by the Attorney General, and registration by the Comptroller. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign the Comptroller's Registration Certificate attached to such Initial Bond in the manner prescribed by law, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Initial Bond. The approving legal opinion of the Corporation's Bond Counsel and the assigned CUSIP numbers (if obtained) may, at the option of the Corporation, be printed on the Bonds issued and delivered under this Resolution, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Corporation, which opinion shall be dated as of and delivered on the Delivery Date. The engagement of such firm as bond counsel to the Corporation in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 24. SALE OF BONDS.

(a) The Bonds shall be sold and delivered to the Underwriter subject to the terms and provisions of a Bond Purchase Agreement (the "Purchase Agreement"), which the Pricing Officer is hereby authorized to execute and deliver on behalf of and in the name of the Corporation. The Initial Bond shall be registered in the name of the Underwriter.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Corporation, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds.

Section 25. FURTHER PROCEDURES. The Authorized Officers, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Corporation, a Blanket Issuer Letter of Representations with DTC regarding DTC's Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, the Purchase Agreement between the Corporation and the Underwriter, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the Bonds. In addition, prior to the delivery of the Bonds, the Authorized Officers are each hereby authorized and directed to approve any changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any ambiguity, formal defect or omission in this Resolution or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. Notwithstanding

anything to the contrary contained herein, in the event the Bonds become subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Blanket Issuer Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Resolution in the event of conflict. The President and Vice President of the Board shall sign each Bond, including the initial Bond, with their manual or facsimile signatures on each Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 26. COMPLIANCE WITH RULE 15c2-12. If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Corporation shall provide annually to the MSRB, within twelve months after the end of each Fiscal Year commencing with Fiscal Year ending in 2026, financial information and operating data with respect to the Corporation of the general type included as Tables 1 through 3 and Appendix B to the Official Statement. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included with the Official Statement as Appendix B thereto, or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Corporation shall provide unaudited financial statements by the required time and will provide audited financial statements for the applicable Fiscal Year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

(ii) If the Corporation changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Corporation otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB

pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Notice of Certain Events. The Corporation shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Corporation;
- (13) The consummation of a merger, consolidation, or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Corporation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Corporation, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Corporation, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal

agent, or similar officer for the Corporation in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Corporation in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation., and (ii) the Corporation intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Corporation shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Corporation to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments.

(i) The Corporation shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Corporation remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Corporation in any event will give notice of any deposit made in accordance with this Resolution or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Corporation undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Corporation's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Corporation does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CORPORATION BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CORPORATION, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Corporation in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Corporation under federal and state securities laws.

(v) Should the Rule be amended to obligate the Corporation to make filings with or provide notices to entities other than the MSRB, the Corporation hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Corporation from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Corporation, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Corporation (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Corporation may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Corporation so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 27. RESOLUTION A CONTRACT; AMENDMENTS. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Corporation, and shall not be amended or repealed by the Corporation so long as any Bond remains Outstanding except as otherwise permitted herein. The Corporation may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the Corporation may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

Section 28. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Contract with the Underwriter, the Corporation hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in substantially the form set forth in **Exhibit C** attached hereto to the paying agent for the Refunded Obligations. The Notice of Redemption of the Refunded Obligations as it appears in **Exhibit C** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Notice of Redemption of the Refunded Obligations to be reproduced as an exhibit to the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Corporation pursuant to the resolution of the Corporation authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Resolution"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and/or investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and/or investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Corporation as described in the Refunded Obligation Resolution, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, or pursuant to such other arrangement determined by the Pricing Officer in the Pricing Certificate.

Section 29. PROCEEDS OF SALE. The proceeds of sale of the Bonds received from the sale of the Bonds shall be applied as determined by the Pricing Officer in the Pricing Certificate.

Section 30. GOVERNING LAW. This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 31. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Resolution, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 32. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Corporation, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Corporation.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Corporation for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants

or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Corporation or the Board.

Section 33. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption by the Board.

Schedule I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

Coppell Recreation Development Corporation Sales Tax Revenue Refunding and Improvement
Bonds, Series 2014

Exhibit A

Form of Bond

(a) Form of Bond. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT \$ ____
COPPELL RECREATION DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BOND, SERIES 2026		

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
____%	____, 2026	[August 1], 20__	____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

COPPELL RECREATION DEVELOPMENT CORPORATION (the "Corporation"), being a nonstock, nonprofit industrial development corporation created, existing and governed by V.T.C.A., Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 505 thereof (the "Act"), and acting on behalf of the City of Coppell, Texas (the "City"), for value received, promises to pay, from the sources described herein, to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above or the date of redemption prior to maturity, the Principal Amount specified above. The Corporation promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Delivery Date] at the Interest Rate per annum specified above. Interest is payable on [____, 20__ and semiannually on each ____ and ____] thereafter to the Maturity Date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount

shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Capitalized terms appearing herein that are defined terms in the Bond Resolution (defined below) have the meanings assigned to them in the Bond Resolution. Reference is made to the Bond Resolution for such definitions and for all other purposes.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, _____, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Corporation required by the resolution authorizing the issuance of the Bonds (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the [fifteenth day] of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due on this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Corporation covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Bond Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date

for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated as of [May 1], 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ for the public purposes of providing funds to (i) refund the Refunded Obligations; (ii) fund the Reserve Fund; and (iii) pay the costs incurred in connection with the issuance of the Bonds.

ON [AUGUST 1], 20__, OR ON ANY DATE THEREAFTER, the Bonds may be redeemed prior to their scheduled maturity, at the option of the Corporation, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Corporation (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on [August 1] in each of the years 20__ and 20__ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the Bond Fund, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: [August 1], 20__		Term Bond Maturity: [August 1], 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
[August 1], 20__		[August 1], 20__	
[August 1], 20__		[August 1], 20__	
[August 1], 20__		[August 1], 20__	
[August 1], 20__*		[August 1], 20__*	

* Stated maturity.

The principal amount of Term Bonds required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Corporation, by the principal amount of any Term Bonds which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Corporation at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Corporation at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the

optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Corporation, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Corporation shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Corporation, all as provided in the Bond Resolution.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the

Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Corporation. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Corporation, resigns, or otherwise ceases to act as such, the Corporation has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Corporation; that neither the State of Texas, the City, nor any political corporation, subdivision, or agency of the State of Texas, nor any member of the Board of Directors of the Corporation, either individually or collectively, shall be obligated to pay the principal of or the interest on this Bond and neither the faith and credit nor the taxing power (except as described below) of the State of Texas, the City, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on this Bond; that the principal of and interest on this Bond are secured by and payable from a first lien on and pledge of certain funds created under the Resolution and the revenues defined in the Resolution as the "Pledged Revenues", which include the proceeds of a one-half of one percent sales and use tax levied for the benefit of the Corporation by the City (the "Sales Tax") pursuant to the Act; and that the Registered Owner hereof shall not have the right to demand payment of the principal of or interest on this Bond from any tax proceeds other than the Sales Tax proceeds levied for the benefit of the Corporation by the City pursuant the Act, or from any other source.

THE CORPORATION HAS RESERVED the right in the Bond Resolution, subject to certain conditions set forth therein, to issue obligations or incur indebtedness from time to time in the future on a parity with the Bonds with respect to the pledge of and lien on the Pledged Revenues which secures the Bonds. The Corporation may also issue obligations or incur indebtedness which is secured on a junior and subordinate lien with respect to the Pledged Revenues. The Bond Resolution further provides that the Corporation may create a debt service reserve fund and fund it or provide for it to be funded in connection with the issuance of any obligations or the incurrence of any indebtedness which possesses a lien on and pledge of the Pledged Revenues on a parity with the Bonds, and that such reserve fund shall secure only the obligations or indebtedness for which it was funded or is to be funded. The Corporation has created a debt service reserve fund for the benefit of the Bonds, as provided in the Bond Resolution.

THE CORPORATION HAS RESERVED THE RIGHT to amend the Bond Resolution as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the Outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Corporation, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Corporation and countersigned with the manual or facsimile signature of the Vice President of the Board of Directors of the Corporation on this Bond.

(signature)
Vice President, Board of Directors

(signature)
President, Board of Directors

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____
_____, Texas

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(f) Initial Bond Insertions. The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"COPPELL RECREATION DEVELOPMENT CORPORATION (the "Corporation"), being a nonstock, nonprofit industrial development corporation created, existing and governed by V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6), specifically Chapters 501, 502 and 505 thereof (the "Act"), and acting on behalf of the City of Coppell, Texas (the "City"), for value received, promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on [August 1] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

The Corporation promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Delivery Date] at the respective Interest Rates per annum specified above. Interest is payable on [_____, 20__ and semiannually on each _____ and _____] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being

exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Exhibit B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "*Authorizing Document*") authorizing the issuance and sale of any tax-exempt debt such as the Bonds (the "*Obligations*"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "*Closing Documents*"), are intended to assist the Corporation in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Corporation's Treasurer (such officer, together with other employees of the Corporation who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
4. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Corporation issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Corporation issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the Corporation (such as a reimbursement resolution) stating the Corporation's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
2. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;

2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Corporation, the employees of the Corporation, the agents of the Corporation or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Corporation, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Corporation's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Corporation whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

Exhibit C

NOTICE OF DEFEASANCE AND REDEMPTION

COPPELL RECREATION DEVELOPMENT CORPORATION

NOTICE IS HEREBY GIVEN that the Coppel Recreation Development Corporation (the "Corporation") has called for early redemption the outstanding bonds of the Corporation described as follows:

Coppel Recreation Development Corporation Sales Tax Revenue Refunding and Improvement Bonds Series 2014 (the "Series 2014 Bonds"), maturing on August 1 in the years and in the amounts shown below. Such Series 2014 Bonds have been called for redemption on [_____, 2026] (the "Redemption Date") at the redemption price of par plus accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number
2026	\$ 1,385,000	217494BH5
2027	1,455,000	217494BJ1
2028	1,530,000	217494BK8
2029	1,605,000	217494BL6
2030	1,685,000	217494BM4
2031	1,740,000	217494BN2
2032	1,795,000	217494BP7
***	***	***
2034	3,785,000	217494BR3
***	***	***
2038	6,315,000	217494BV4

aggregating [\$21,295,000] in principal amount. On [_____, 2026], funds were deposited with the escrow agent for the Series 2014 Bonds in an amount sufficient[, together with investment earnings thereon,] to redeem the Series 2014 Bonds on the Redemption Date, and such Series 2014 Bonds shall be paid from amounts [held in an escrow account administered by an escrow agent, until the Redemption Date]/[deposited with the paying agent/registrar for the Series 2014 Bonds on or before the Redemption Date], when the Redemption Price shall be paid upon presentation of the Series 2014 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2014 Bonds at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price and thereafter the Series 2014 Bonds shall no longer bear interest.

This notice is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the Series 2014 Bonds and in accordance with the recitals and provisions of each of the Series 2014 Bonds, respectively.

COPPELL RECREATION DEVELOPMENT CORPORATION

Exhibit B

Sales Tax Remittance Agreement

SALES TAX REMITTANCE AGREEMENT

THIS SALES TAX REMITTANCE AGREEMENT, dated as of January 26, 1999, executed by and between the City of Coppell, Texas (the "City") and the Coppell Recreation Development Corporation (the "Corporation")

WITNESSETH:

WHEREAS, the Corporation was created by the City pursuant to authority granted by Article 5190.6, Texas Revised Civil Statutes, as amended (the "Act"), specifically with the Corporation to possess the powers granted by Section 4B of the Act; and

WHEREAS, on May 4, 1996, the citizens of the City voting at an election on said date approved the levy of a one half of one percent sales and use tax upon the receipts at retail of taxable items, pursuant to Section 4B of the Act (the "Economic Development Sales Tax"); and

WHEREAS, under the Act and the provisions of the Texas Tax Code, disbursements of sales and use taxes are made to cities, such as the City, by the Comptroller of Public Accounts of Texas (the "Comptroller"); and

WHEREAS, under authority of the Act, it is the intent of the Corporation to issue bonds for the purpose of financing eligible projects under the Act, particularly Section 4B thereof, and to secure said bonds with the Economic Development Sales Tax collected by the City under authority of Section 4B of the Act; and

WHEREAS, the parties hereto find it necessary and advisable to enter into this Agreement to evidence the duties and responsibilities of the respective parties with respect to the collection, remittance and transfer of such sales and use tax revenues.

NOW THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation contract and agree as follows:

ARTICLE I SALES TAX FUND

Section 1.1. Creation of Fund. The City agrees to establish and maintain at an official depository bank of the City (the "Depository"), an escrow fund to be entitled "Coppell Recreation Development Corporation Sales and Use Tax Fund" (the "Sales Tax Fund"). The Sales Tax Fund shall be maintained as a separate fund at the Depository, and no other moneys of the City shall be commingled with the Sales Tax Fund.

Section 1.2. Deposits to Fund. The revenues received by the City from the Comptroller from the charge and levy of the Economic Development Sales Tax shall be deposited as received, or transmitted by the Comptroller directly, to the credit of the Sales Tax Fund, for the benefit of the Corporation, and shall be made available to the Corporation from time to time as hereinafter provided in this Agreement, except for annual fee to be paid City for administrative expenses in the amount of \$52,500, which will be increased by 5% every three years, with next increase to be on October 1, 2000 and 5% every two years thereafter.

Section 1.3. Security for Fund. The City hereby agrees that moneys on deposit in the Sales Tax Fund shall at all times be collateralized in the manner and with the collateral required by the City for its own funds.

Section 1.4. Change in Depository. The City reserves the right from time to time to change its official depository bank, and hereby agrees to give the Corporation thirty (30) days prior written notice of any such change in its official depository bank.

ARTICLE II TRANSFER OF FUNDS

Section 2.1. Collection of Economic Development Sales Tax. The President of the Board of Directors of the Corporation and the chief financial officer of the City shall take such actions as are required to cause the Economic Development Sales Tax to be delivered and transferred by the Texas State Treasurer and the Comptroller to the City for use by the Corporation by the fastest and most economically feasible means available.

Section 2.2. Revenue Fund. By resolution adopted by the Corporation on January 26, 1999 (the "Bond Resolution"), the Corporation confirmed and established as the Corporation's depository bank, Frost National Bank, Coppell, Texas, for the Revenue Fund required by the Bond Resolution, which depository bank may be changed by the Corporation.

Section 2.3. Transfers to Revenue Fund. On or before the 25th day of each month, the City shall direct the Depository to transfer funds on deposit in the Sales Tax Fund to the credit of the Revenue Fund, on behalf of the Corporation. The City shall cause the Depository to make such transfers within twenty-four (24) hours of receipt of such direction to the extent that there are moneys on deposit in the Sales Tax Fund to effect such transfer.

Section 2.4. Use of Moneys by Corporation. The Corporation agrees to use the moneys on deposit in the Revenue Fund in a manner consistent with the terms and conditions of the Bond Resolution.

Section 2.5. Covenant of the City. Recognizing that the Economic Development Sales Tax shall provide the security for the Corporation's bonds, so long as such bonds are outstanding, the City covenants and agrees that it will take and pursue all possible action permitted by the Act and other applicable State law to cause the Economic Development Sales Tax to be levied and collected continuously at the rate of one half of one percent or, to the extent permitted by law and necessary or desirable, at a higher rate, and the City will not cause a reduction, abatement or exemption in the Economic Development Sales Tax or in the rate at which it is authorized to be collected.

ARTICLE III MISCELLANEOUS

Section 3.1. Depository Responsibilities. The President of the Board of Directors of the Corporation and the chief financial officer of the City shall develop procedures to ensure that the official depository bank of the City, as it may exist from time to time, shall be obligated to perform the duties detailed in this Agreement, and to that end the City agrees to incorporate into its agreement with its official depository bank a covenant by the official depository bank that it will perform all duties and obligations as a depository as set forth in this Agreement and in the Bond Resolution.

Section 3.2. Fees of Depository. In connection with the establishment and maintenance of the Sales Tax Fund, the Corporation agrees to pay the reasonable costs and expenses of the Depository associated with the administration of the Sales Tax Fund and such costs and expenses, if any, shall never constitute a cost, liability, or obligation of the City.

Section 3.3. Severability. If any clause, provision, or section of this Agreement should be held illegal or invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein. In case any agreement or obligation contained in this Agreement should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the City and the Corporation, as the case may be, to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in multiple counterparts, each of which shall be considered an original for all purposes, as of the day and year first set out above.

CITY OF COPPELL, TEXAS

By Candy Sheehan
Mayor

ATTEST:

Kathleen Roach
City Secretary

(SEAL)

COPPELL RECREATION DEVELOPMENT CORPORATION

By Harold A. Paul
President, Board of Directors

ATTEST:

Arleen E. Garza
Secretary, Board of Directors

(SEAL)