



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: October 19, 2020

AGENDA ITEM: Consider All Matters Incident and Related to the Issuance and Sale of Aledo Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-A, Including the Adoption of an Order Authorizing the Issuance of Such Bonds and Establishing Procedures and Delegating Authority for the Sale and Delivery of Such Bonds

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- Periodically Aledo ISD staff and the District's financial advisory firm, BOK Financial Securities, Inc. (BOK), review the District's financial and debt position to ensure the District is taking advantage of current market conditions.
- Based upon these current market conditions, the District is able to realize a financial savings by "refinancing" or "refunding" a portion of the District's outstanding bonds at a lower interest rate.
- As discussed with the Board of Trustees during the October 5 board meeting, the following memorandum, Review of Potential "Taxable" Refunding Opportunities, was prepared by BOK and provides explanation and insight into the savings available to the District and the preliminary financing plan to achieve these savings.
- To ensure the most advantageous timing of the bond sale, the Board of Trustees is being asked to approve a Parameters Bond Order (the Order). The Order delegates the ability to approve the issuance of the bonds to the District's Superintendent and/or Chief Financial Officer if certain parameters are met as specified in the Order.
- Although the recommended parameters for this bond sale are different, the District has used this method many times in prior years with bond refinancings and sales.
- Also provided for your review is a copy of the Order prepared by the District's bond attorneys, McCall, Parkhurst, & Horton L.L.P.

FISCAL INFORMATION:

Included in the memorandum from BOK Financial Securities, Inc.

ATTACHMENTS:

Memorandum from BOK Financial Securities, Inc. and Parameters Bond Order

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees move to Adopt an Order Authorizing the Issuance and Sale of Aledo Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-A as presented.



Review of Potential “Taxable” Refunding Opportunities

Tuesday, September 29, 2020

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Savings from District's Debt Management Practices

- ❑ Aledo Independent School District (“AISD” or the “District”) has actively deployed various debt management practices to lower the borrowing costs of taxpayers. Such actions have reduced the cost of voter-approved bonds and provided AISD taxpayers with more than \$34.6 million of direct savings since year 2006!

- ❖ \$ 27,253,426 – Bond Refundings and Prepayment of Bonds

- ❖ \$ 7,352,011 – Lower Interest Rates from Prudent Use of Variable Rate Bonds

\$ 34,605,437 – Total Savings to Taxpayers



Savings from District's Debt Management Practices

- **Bond Refundings and Prepayment of Bonds:** 8 bond refunding programs at a lower interest rate and prepayment of \$7.51 million of existing bonds – \$27.25 million of savings in future interest costs.

Summary of Interest Cost Savings – Bond Refunding Programs / Prepayment of Bonds			
Issue / Description	Series Refunded / Redeemed	Par Amount Refunded / Redeemed	Total Savings
Unlimited Tax Refunding Bonds, Series 2006	1998	\$ 23,035,000	\$ 1,172,515
Unlimited Tax Refunding Bonds, Series 2007	1998	7,520,000	988,788
Unlimited Tax Refunding Bonds, Series 2012	2001, 2005-A	8,519,919	1,075,426
Unlimited Tax Refunding Bonds, Series 2013-A	2005-A	8,985,000	2,344,653
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	2005-A, 2006	17,010,000	2,204,602
Unlimited Tax Refunding Bonds, Series 2014	2005-A	9,330,000	1,866,979
Unlimited Tax Refunding Bonds, Series 2015	2005-A, 2006, 2008	13,195,000	3,502,667
Unlimited Tax Refunding Bonds, Series 2016	2008	56,615,000	12,467,671
Total - Bond Refunding Programs at a Lower Interest Rate	---	\$ 144,209,919	\$ 25,623,301
Prepayment of Series 2007 Bonds - February 2018	2007	\$ 1,275,000	\$ 552,750
Prepayment of Series 2007 Bonds - February 2019	2007	2,240,000	588,600
Prepayment of Series 2007 & 2012 Bonds - February 2020	2007, 2012	3,995,000	488,775
Total - Prepayment of Bonds Prior to Scheduled Maturity	---	\$ 7,510,000	\$ 1,630,125
Totals	---	\$ 151,719,919	\$ 27,253,426



Summary of the District's Outstanding Callable Bonds

- The District currently has \$237,900,000 of existing bonds eligible to be repaid or refinanced prior to maturity, as summarized in the table below.

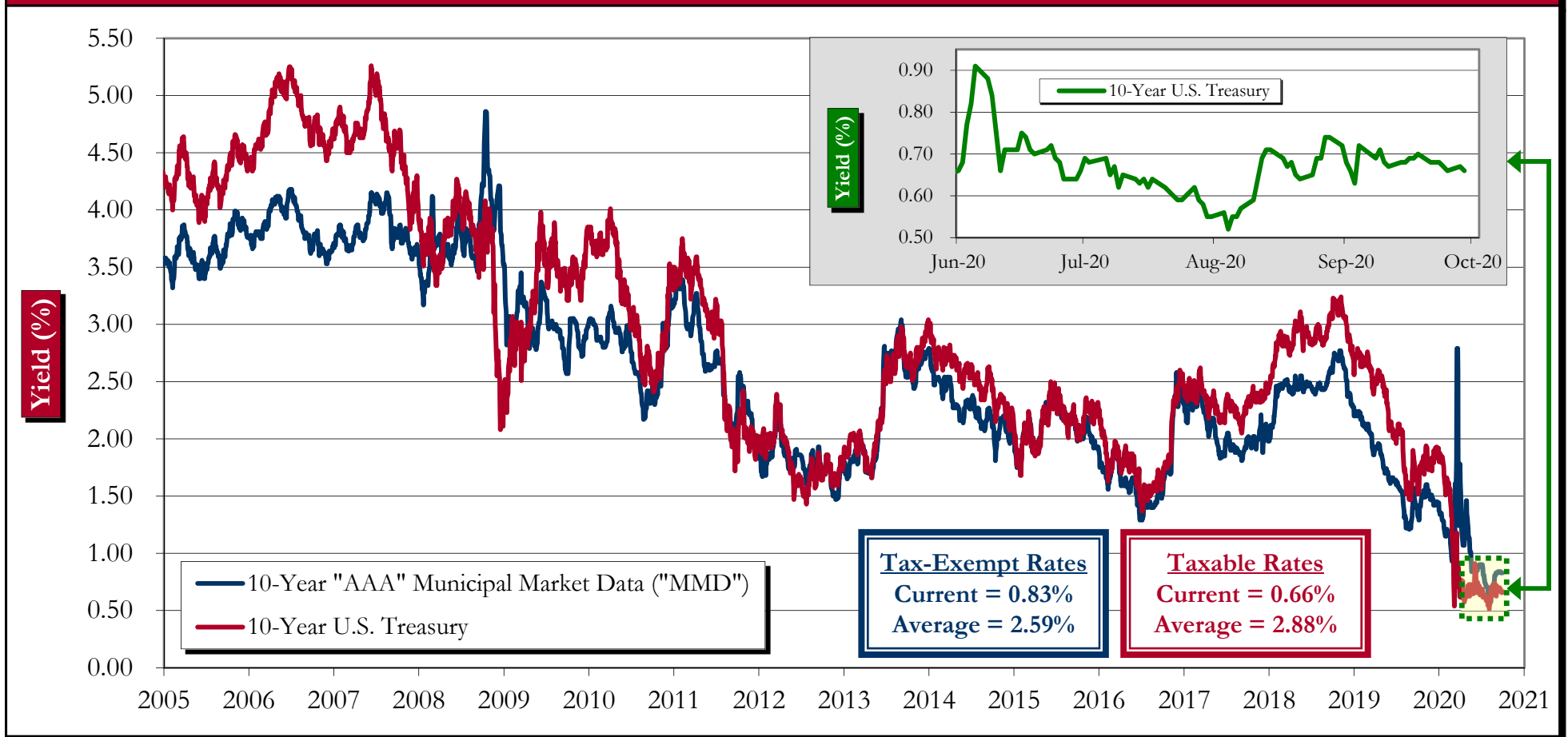
Aledo ISD - Summary of Callable Bonds Outstanding - As of August 31, 2020						
Issue Description	Call Date	Principal Amount Outstanding	Principal Amount Callable	Callable Maturities	Final Maturity	Coupons: Callable Maturities
Unlimited Tax Refunding Bonds, Series 2012	02/15/2022	\$ 4,979,913	\$ 4,230,000	2023 - 2025	2025	3.500%
Unlimited Tax Refunding Bonds, Series 2013-A	02/15/2023	8,710,000	8,580,000	2024 - 2031	2031	2.880% - 3.500%
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	02/15/2023	9,820,000	4,970,000	2024 - 2032	2032	2.630% - 3.690%
Unlimited Tax Refunding Bonds, Series 2014	02/15/2023	6,905,000	5,675,000	2031 - 2033	2033	3.500% - 4.000%
Unlimited Tax Refunding Bonds, Series 2015	02/15/2025	12,280,000	12,230,000	2026; 2029; 2033-35	2035	2.990% - 5.000%
Unlimited Tax School Building Bonds, Series 2015-A	02/15/2025	42,330,000	28,295,000	2026-34; 2036-45	2045	3.125% - 5.000%
Unlimited Tax Refunding Bonds, Series 2016	02/15/2026	53,440,000	53,440,000	2036 - 2043	2043	4.000% - 5.000%
Unlimited Tax Refunding Bonds, Series 2019	02/15/2028	11,680,000	6,840,000	2029 - 2034	2034	4.000% - 5.000%
Unlimited Tax School Building Bonds, Series 2020	02/15/2029	133,590,000	113,640,000	2030 - 2050	2050	3.000% - 5.000%
Unlimited Tax School Building Bonds, Series 2001	Non-Callable	2,573,362	---	---	2032	---
Totals	---	\$ 286,308,275	\$ 237,900,000	---	---	---



“Taxable” Vs. “Tax-Exempt” Interest Rates

- Both tax-exempt and taxable interest rates continue to hover around their historical lows, primarily due to the economic uncertainty caused by the COVID-19 pandemic, potentially providing an opportunity for Aledo ISD to complete a refunding of its existing bonds at a lower interest rate.

**Overview of 10-Year Tax-Exempt and Taxable Interest Rates
January 1, 2005 Through September 29, 2020**





Refunding Considerations

❑ “Tax-Exempt” Versus “Taxable” Refundings

■ Definitions:

- **Advance Refunding:** For purposes of certain tax and securities laws and regulations, a refunding in which the refunded issue remains outstanding (within a designated escrow account) for a period of more than 90 days after the issuance of the new refunding bonds.
- **Current Refunding:** A refunding transaction where the municipal securities being refunded will all mature or be redeemed within 90 days or less from the date of issuance of the new refunding bonds.

- As a direct result of “The Tax Cuts and Jobs Act of 2017,” Aledo ISD may no longer complete a so-called advance refunding of its outstanding bonds on a “tax-exempt” basis, limiting the District’s ability to lock-in today’s interest rates.
- In lieu of a “tax-exempt” advance refunding, AISD may complete a “taxable” advance refunding of its bonds or, alternatively, wait to complete a “tax-exempt” current refunding.
- Based upon the District’s existing debt portfolio, except for the Taxable Series 2013-B Bonds, a refunding of Aledo ISD’s existing callable bonds must be completed on a “taxable” basis.



Refunding Considerations

❑ State-Mandated “Par-to-Par” Test and Capital Appreciation Bonds

- Pursuant to existing State law, Aledo ISD may not issue new bonds in a “par amount” that exceeds the “par amount” of the bonds being refunded.
- In order to comply with this State mandate and based upon the coupon structure of “taxable” securities demanded by potential investors, a “taxable” refunding may require the use of Capital Appreciation Bonds (“CABs”), something the District has historically tried to avoid given the higher cost associated with such bonds.

❑ Opportunity Cost of Advance Refundings (i.e. “Negative Arbitrage”)

- As previously experienced with “tax-exempt” advance refundings, there are inefficiencies in the escrow account to repay AISD’s refunded bonds until their redemption date since short-term investment rates generate less investment income than is permitted under Federal tax law (i.e. “Negative Arbitrage”).
- Please note, “Negative Arbitrage” does not change the savings summarized herein as it is not an “actual” cost – It is solely an opportunity cost.



Refunding Considerations

□ Refunding Matrix:

- As an alternative to the historical guideline used by many municipal issuers of 3%-5% of Present Value Savings, the refunding matrix below may be helpful as a general guideline for evaluating bond maturities for a potential refunding, while considering the “Negative Arbitrage” applicable to the particular existing bond maturity.

Refunding Matrix – Required Minimum Percentage of Present Value Savings			
Years After Call Date	Years to Call Date		
	0 – 2	3 – 6	7 – 10
0 – 3	1.0%	2.0%	4.0%
4 – 7	2.0%	3.5%	5.0%
8 – 12	4.0%	6.0%	8.0%
13 – 20	5.0%	7.0%	9.0%
20-plus	5.0%	8.0%	10.0%

“Negative Arbitrage” may not exceed 50% of the Present Value Savings.

- Based upon the above matrix, a refunding that produces in excess of 3% Present Value Savings and a ratio of “Negative Arbitrage to Present Value Savings” of less than 50% should be considered, but evaluated in its totality given certain byproducts of advance and/or “taxable” refundings.



“Taxable Refunding Monitor” – Callable Bonds Next 5 Years

- On the next few pages, we have examined potential refunding candidates within Aledo ISD’s existing debt portfolio that have a call date on or prior to February 15, 2025 (i.e. the next 5 years).

Summary of Savings and Negative Arbitrage by Maturity									
Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2012	2/15/2023	3.500%	\$ 1,435,000	2/15/2022	\$ 23,038	1.61%	\$ 5,299	23.00%	81.30%
Series 2012	2/15/2024	3.500%	1,485,000	2/15/2022	59,558	4.01%	8,118	13.63%	88.00%
Series 2012	2/15/2025	3.500%	1,310,000	2/15/2022	85,317	6.51%	7,932	9.30%	91.49%
			\$ 4,230,000						
Series 2013-A	2/15/2024	3.000%	\$ 45,000	2/15/2023	\$ 146	0.32%	\$ 450	309.43%	24.42%
Series 2013-A	2/15/2025	3.000%	50,000	2/15/2023	1,172	2.34%	555	47.38%	67.85%
Series 2013-A	2/15/2026	3.000%	50,000	2/15/2023	1,588	3.18%	830	52.26%	65.68%
Series 2013-A	2/15/2027	PCAB	838,990	2/15/2023	39,197	4.67%	16,178	41.27%	70.78%
Series 2013-A	2/15/2028	3.500%	1,725,000	2/15/2023	120,125	6.96%	40,542	33.75%	74.77%
Series 2013-A	2/15/2029	3.500%	1,785,000	2/15/2023	144,478	8.09%	45,849	31.73%	75.91%
Series 2013-A	2/15/2030	3.500%	2,290,000	2/15/2023	206,029	9.00%	63,805	30.97%	76.35%
Series 2013-A	2/15/2031	3.500%	1,965,000	2/15/2023	187,185	9.53%	58,999	31.52%	76.03%
			\$ 8,748,990						

Notes:

- 1.) Highlighted maturities produce at least 3% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



“Taxable Refunding Monitor” – Callable Bonds Next 5 Years

Summary of Savings and Negative Arbitrage by Maturity

Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2013-B	2/15/2024	2.630%	\$ 125,000	2/15/2023	\$ (35)	(0.03%)	\$ 1,245	---	---
Series 2013-B	2/15/2025	2.830%	125,000	2/15/2023	2,523	2.02%	1,385	54.90%	64.56%
Series 2013-B	2/15/2026	2.930%	125,000	2/15/2023	3,721	2.98%	2,073	55.70%	64.23%
Series 2013-B	2/15/2027	3.030%	2,005,000	2/15/2023	90,991	4.54%	37,666	41.40%	70.72%
Series 2013-B	2/15/2028	3.130%	2,070,000	2/15/2023	108,718	5.25%	48,419	44.54%	69.19%
Series 2013-B	2/15/2029	3.690%	65,000	2/15/2023	5,939	9.14%	1,674	28.18%	78.02%
Series 2013-B	2/15/2030	3.690%	100,000	2/15/2023	10,199	10.20%	2,793	27.38%	78.50%
Series 2013-B	2/15/2031	3.690%	105,000	2/15/2023	11,425	10.88%	3,160	27.66%	78.33%
Series 2013-B	2/15/2032	3.690%	250,000	2/15/2023	28,709	11.48%	8,067	28.10%	78.06%
			\$ 4,970,000						
Series 2014	2/15/2031	4.000%	\$ 405,000	2/15/2023	\$ 53,021	13.09%	\$ 12,239	23.08%	81.25%
Series 2014	2/15/2032	3.500%	4,340,000	2/15/2023	433,172	9.98%	139,709	32.25%	75.61%
Series 2014	2/15/2033	4.000%	930,000	2/15/2023	141,052	15.17%	31,142	22.08%	81.91%
			\$ 5,675,000						
Series 2015	2/15/2026	PCAB	\$ 1,507,483	2/15/2025	\$ (29,183)	(1.94%)	\$ 47,038	---	---
Series 2015	2/15/2029	PCAB	1,477,781	2/15/2025	52,040	3.52%	74,945	144.01%	40.98%
Series 2015	2/15/2033	4.000%	3,595,000	2/15/2025	290,015	8.07%	224,634	77.46%	56.35%
Series 2015	2/15/2034	5.000%	3,780,000	2/15/2025	602,381	15.94%	257,485	42.74%	70.06%
Series 2015	2/15/2035	5.000%	4,845,000	2/15/2025	816,214	16.85%	350,680	42.96%	69.95%
			\$ 15,205,264						

Notes:

- 1.) Highlighted maturities produce at least 3% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



“Taxable Refunding Monitor” – Callable Bonds Next 5 Years

Summary of Savings and Negative Arbitrage by Maturity

Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2015-A	2/15/2026	4.000%	\$ 610,000	2/15/2025	\$ (6,622)	(1.09%)	\$ 18,325	---	---
Series 2015-A	2/15/2027	4.000%	560,000	2/15/2025	6,066	1.08%	19,247	317.27%	23.97%
Series 2015-A	2/15/2028	4.000%	570,000	2/15/2025	12,410	2.18%	24,745	199.40%	33.40%
Series 2015-A	2/15/2029	3.125%	645,000	2/15/2025	4,281	0.66%	30,178	704.94%	12.42%
Series 2015-A	2/15/2030	3.125%	455,000	2/15/2025	5,698	1.25%	23,188	406.94%	19.73%
Series 2015-A	2/15/2031	3.250%	465,000	2/15/2025	9,882	2.13%	25,693	260.00%	27.78%
Series 2015-A	2/15/2032	3.250%	350,000	2/15/2025	8,350	2.39%	20,791	248.99%	28.65%
Series 2015-A	2/15/2033	3.375%	515,000	2/15/2025	19,946	3.87%	31,745	159.16%	38.59%
Series 2015-A	2/15/2034	3.400%	300,000	2/15/2025	12,158	4.05%	19,743	162.39%	38.11%
Series 2015-A	2/15/2036	5.000%	1,945,000	2/15/2025	340,705	17.52%	149,032	43.74%	69.57%
Series 2015-A	2/15/2037	5.000%	2,040,000	2/15/2025	366,301	17.96%	164,928	45.03%	68.95%
Series 2015-A	2/15/2038	5.000%	2,155,000	2/15/2025	410,255	19.04%	178,761	43.57%	69.65%
Series 2015-A	2/15/2039	5.000%	2,255,000	2/15/2025	450,631	19.98%	191,793	42.56%	70.15%
Series 2015-A	2/15/2040	5.000%	1,930,000	2/15/2025	401,411	20.80%	168,195	41.90%	70.47%
Series 2015-A	2/15/2041	5.000%	2,025,000	2/15/2025	395,322	19.52%	189,148	47.85%	67.64%
Series 2015-A	2/15/2042	5.000%	1,400,000	2/15/2025	294,369	21.03%	130,769	44.42%	69.24%
Series 2015-A	2/15/2042	5.000%	730,000	2/15/2025	153,493	21.03%	68,187	44.42%	69.24%
Series 2015-A	2/15/2043	5.000%	2,240,000	2/15/2025	503,867	22.49%	209,230	41.52%	70.66%
Series 2015-A	2/15/2044	5.000%	3,465,000	2/15/2025	829,036	23.93%	323,652	39.04%	71.92%
Series 2015-A	2/15/2045	5.000%	3,640,000	2/15/2025	921,760	25.32%	339,998	36.89%	73.05%
			\$ 28,295,000						

Notes:

- 1.) Highlighted maturities produce at least 3% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



Potential “Taxable” Advance Refunding Opportunity

- Based upon prevailing market conditions and the “Taxable Refunding Monitor,” the table below summarizes Aledo ISD’s outstanding bonds (the “Bonds to be Refunded”) which generate sufficient savings based upon prevailing market conditions to be considered for a potential “taxable” refunding program.

“Taxable” Refunding – Summary of Bonds to be Refunded						
Issue Outstanding	Principal Amount To Be Refunded	Maturity Amount To Be Refunded	Maturities To Be Refunded	Interest Rate	Redemption Date	Redemption Price
Unlimited Tax Refunding Bonds, Series 2012 ^(A)	\$ 4,230,000	\$ 4,230,000	02/15/2023 – 2025	3.50%	02/15/2022	100.0%
Unlimited Tax Refunding Bonds, Series 2013-A	8,435,000	8,435,000	02/15/2027 – 2031	3.45%	02/15/2023	100.0%
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	4,595,000	4,595,000	02/15/2027 – 2032	3.18%	02/15/2023	100.0%
Unlimited Tax Refunding Bonds, Series 2014	5,675,000	5,675,000	02/15/2031 – 2033	3.62%	02/15/2023	100.0%
Unlimited Tax Refunding Bonds, Series 2015	8,625,000	8,625,000	02/15/2034 – 2035	5.00%	02/15/2025	100.0%
Unlimited Tax School Building Bonds, Series 2015-A	23,825,000	23,825,000	02/15/2036 – 2045	5.00%	02/15/2025	100.0%
Totals	\$ 55,385,000	\$ 55,720,000	---	4.57%	---	---

^(A) Please note, the February 15, 2023 maturity of the Series 2012 Bonds is being refunded to reduce the impact of Capital Appreciation Bonds within the “taxable” refunding structure herein.



Potential “Taxable” Advance Refunding Opportunity

- The table below summarizes the savings currently available to Aledo ISD by refunding a portion of its existing bonds on a “taxable” basis (net of all costs).

“Taxable” Refunding – Summary of Potential Savings Available	
Description	Summary Of Results
Principal Amount of Bonds to be Refunded	\$ 55,385,000
Maturity Amount of Bonds to be Refunded	55,720,000
Interest Rate on the Bonds to be Refunded	4.57%
“All-In” True Interest Cost on the Refunding Bonds	2.10%
Escrow Yield	0.31%
Total Debt Service Savings	\$ 11,369,883
Average Annual Savings (Years 2021/22 – 2044/45) (i.e. 24 Years)	473,745
Present Value Debt Service Savings (@ All-In TIC)	8,746,348
Present Value Savings as a Percentage of the Redemption Amount of the Bonds to be Refunded	15.74%
Opportunity Cost of Advance Refunding (i.e. “Negative Arbitrage”)	\$ 3,120,226
“Negative Arbitrage” as a Percentage of Present Value Savings	35.67%
Maturity Amount of Capital Appreciation Bonds Needed (Fully Matures By February 15, 2025)	\$ 6,955,000
Current Refunding Alternative – Estimated Rate Movement to Provide Same Dollar Savings (February 15, 2025 Call Date – Series 2015 and Series 2015-A Bonds Only)	0.88%



Use of a “Parameters Bond Order” for Approval of a Refunding Bond Sale

- ❑ As previously utilized for Aledo ISD’s prior bond sales, the District’s Board of Trustees may adopt a “Parameters Bond Order” to complete the sale of its Unlimited Tax Refunding Bonds, Taxable Series 2020-A (the “Taxable Series 2020-A Bonds”). The “Parameters Bond Order” authorizes AISD’s Administration to approve the refunding bond sale if each of the established parameters is met.

- ❑ The Board of Trustees will consider a “Parameters Bond Order” at its Monday, October 19, 2020 Board Meeting and the following is a representative listing of the primary parameters we recommend for the Taxable Series 2020-A Bonds:
 - 1) The District achieves a savings (net of all costs) of at least \$10,000,000;
 - 2) Maximum principal amount to be issued – \$55,385,000;
 - 3) Maximum “All-In” True Interest Rate (must not exceed) – 2.50%;
 - 4) Final maturity of the Taxable Series 2020-A Bonds – February 15, 2045; and
 - 5) Sale must be completed prior to April 17, 2021 (i.e. 180 days).

- ❑ Unless each parameter listed above can be achieved, the Taxable Series 2020-A Bonds will not be issued until additional direction is received from the District.



Preliminary Timetable – Taxable Series 2020-A Bonds

- The preliminary timetable for the implementation of the proposed Taxable Series 2020-A Bonds is summarized below.

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

■ Board Meeting ■ Closing – Receipt of Funds

Preliminary Timetable – Taxable Series 2020-A Bonds	
Date*	Action Necessary
October 5, 2020	Board Meeting – Discuss potential “Taxable” Refunding Program.
October 19, 2020	Board Meeting – Consider “Parameters Bond Order” authorizing the issuance of Aledo ISD’s Unlimited Tax Refunding Bonds, Taxable Series 2020-A (the “Taxable Series 2020-A Bonds”).
November 13, 2020	Completion of all actions necessary to complete the “Taxable” Refunding Program.
To Be Determined.	Bond Sale – Pricing of the Taxable Series 2020-A Bonds pursuant to specified parameters and the District’s Administration approves the necessary legal documents – Interest rates and savings locked-in at this time.
December 17, 2020	Closing – The “Taxable” Refunding Program is completed and Aledo ISD begins paying the lower interest rate on the Taxable Series 2020-A Bonds.

* Preliminary, subject to change.



Questions



CERTIFICATE FOR ORDER

THE STATE OF TEXAS
COUNTIES OF PARKER AND TARRANT
ALEDO INDEPENDENT SCHOOL DISTRICT

We, the undersigned officers of the Board of Trustees (the "Board") of the Aledo Independent School District (the "District"), hereby certify as follows:

1. The Board convened in a regular meeting on October 19, 2020, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Board, to wit:

Hoyt Harris, President	Jessica Brown, Trustee
Jennifer Loftin, Vice President	Jennifer Taylor, Trustee
Forrest Collins, Secretary	Julie Turner, Trustee
David Lear, Trustee	

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

ORDER AUTHORIZING THE ISSUANCE OF ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020-A; ESTABLISHING SALE PARAMETERS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Board. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried, with all members of the Board shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in the Board's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of said meeting pertaining to the passage of said Order; 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 Order would be introduced and considered for passage 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 the Texas Government Code, Chapter 551.

3. The Board has approved and hereby approves the Order; and the President and the Secretary of the Board hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Order for all purposes.

SIGNED AND SEALED ON OCTOBER 19, 2020.

Secretary, Board of Trustees

President, Board of Trustees

(District Seal)

**ORDER OF BOARD OF TRUSTEES
of
ALEDO INDEPENDENT SCHOOL DISTRICT**

AUTHORIZING THE ISSUANCE OF

**ALEDO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
TAXABLE SERIES 2020-A**

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ORDER AUTHORIZING THE ISSUANCE OF ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020-A; ESTABLISHING SALE PARAMETERS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

**THE STATE OF TEXAS
COUNTIES OF PARKER AND TARRANT
ALEDO INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Aledo Independent School District (the "Issuer") has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, without legal limit as to rate or amount; and

WHEREAS, the Issuer 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, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, Chapters 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer 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 Issuer 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 Issuer 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 one or more pricing certificates (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, the Bonds are being issued and delivered pursuant to Chapter 1207, Texas Government Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and

subject of said meeting, including this Order, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551;

NOW, THEREFORE BE IT ORDERED BY THE BOARD OF TRUSTEES OF ALEDO INDEPENDENT SCHOOL DISTRICT:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION 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.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated (unless otherwise provided in the Pricing Certificate): "ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, TAXABLE SERIES 2020-A", or such other designation, to be determined by the Pricing Officer in the 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 initial purchaser as described in Section 12 hereof), 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 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 the applicable Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Bonds" means and includes collectively the Capital Appreciation Bonds and Current Interest Bonds initially issued and delivered pursuant to this Order and all substitute Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Capital Appreciation Bonds" shall mean the Bonds, on which no interest is paid prior to maturity, maturing in the years and in the principal amounts set forth in the Pricing Certificate.

"Compounded Amount" shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 3(c) hereof.

"Current Interest Bonds" shall mean the Bonds, on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

"Issuance Date" shall mean the date of delivery of any series of Bonds to the initial purchaser or purchasers thereof against payment therefor.

"State" shall mean the State of Texas.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1207.007, Texas Government Code, each as amended, the Superintendent of Schools and/or the Chief Financial Officer of the Issuer are each individually hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing each Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including 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 (with respect to the Current Interest Bonds) or the amount due at maturity (with respect to the Capital Appreciation Bonds) 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 Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt basis or on a taxable basis, whether the Bonds of any series 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, 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 dates for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Issuer and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance and approving modifications to this Order 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 applicable Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$55,385,000;
- (ii) no Bond shall mature after February 15, 2045;

(iii) the true interest cost for the Bonds shall not exceed 2.50%; and

(iv) the refunding must produce actual debt service savings of at least \$10,000,000, with such savings to be net of any Issuer contribution to the refunding.

(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 delegation made hereby shall expire if not exercised by the Pricing Officer by April 17, 2021. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold at such prices, with and subject to such terms as set forth in one or more Pricing Certificates.

(c) The Bonds or one or more series may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the applicable Pricing Certificate. The Bonds of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds of one or more series are sold by private placement, the applicable Pricing Certificate shall so state, and the applicable Pricing Certificate may make changes to this Order 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 of Section 15 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) 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 Issuer, 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 Issuer, 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 furtherance of authority

granted by Section 1207.007(b), Texas Government Code, each Pricing Officer and the President of the Board are each further authorized to enter into and execute on behalf of the Issuer 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.

(f) 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 Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the applicable 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 applicable Pricing Certificate.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer 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 Issuer 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 Issuer 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 Issuer 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 Order. 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 Issuer 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, Chapter 1201, Texas Government Code, 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 Order, approved by the Attorney General of the State (the "Attorney General"), and registered by the Comptroller of Public Accounts of the State (the "Comptroller").

(c) Payment of Bonds and Interest. The Issuer 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 Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer 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 Order. 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 Issuer. 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 Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer 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 Order, and that the Paying Agent/Registrar will be one entity. The Issuer 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 Issuer 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 Order. 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 Issuer. Upon any change in the Paying Agent/Registrar, the Issuer 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 Order, and a certified copy of this Order 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 Issuer 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 signed, sealed, 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 Issuer 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 Order. The Bonds initially issued and delivered pursuant to this Order 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 Order 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 Order.

(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 purchaser specified herein 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 Issuer 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 Issuer 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 Order to the contrary, the Issuer 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 Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer'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 Issuer to make payments of principal and interest pursuant to this Order. 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 Order 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 Order 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 Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer 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 Issuer 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 Order.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Order 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 Issuer to DTC.

(i) Cancellation of Initial Bonds. On the Issuance Date, one initial Bond representing the entire principal amount of the Current Interest Bonds and one initial Bond representing the entire maturity amount of the Capital Appreciation Bonds, payable in stated installments to the order of the initial purchaser of the Bonds 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 manually signed by the Comptroller, will be delivered to such purchaser or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bonds, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. TCAB-1, cancel each of the initial Bonds and deliver to DTC on behalf of such purchaser 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 Order 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 Issuer, 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 Issuer 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 Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Order. 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. TAX LEVY. (a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, plus accrued interest on the Bonds from the dated date thereof to the Issuance Date, if any, shall be deposited,

as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas 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 Issuer 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 Issuer agrees to take such measures as it determines are reasonable and necessary under Texas 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. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. (a) In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with the instructional facilities allotment program established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any other State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

(b) To the extent that the Issuer demonstrates to the Attorney General that the Issuer's ability to comply with the requirements of Section 45.0031(a), Texas Education Code, as amended, is contingent on receiving State assistance, the Issuer covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031(a), and to not set a tax rate for a year until the Issuer has credited to the account of the Interest and Sinking

Fund for the Bonds the amounts of State assistance received or to be received in accordance with the terms of said Section 45.0031(a).

Section 8. 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 Order, 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 Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. 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 ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also 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 Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds 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 8(a)(i) or (ii). 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 Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all 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 Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(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 Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds 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 Issuer 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 Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. 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 which is then continuing in the payment of the principal of or interest on the Bond, the Issuer 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 Bonds. 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 Issuer 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 Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(b) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION OR PERMANENT SCHOOL FUND GUARANTEE PROVISION, IF OBTAINED. The President of the Board is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Comptroller's Registration Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If bond insurance is obtained or if the Bonds are guaranteed by the Texas Permanent School Fund, the Bonds may bear an appropriate legend as provided by the insurer or the Texas Education Agency, respectively.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. In the event any series of Bonds are issued as taxable obligations, as determined by the Pricing Officer in the applicable Pricing Certificate, this Section 11 shall not apply to such series of Bonds. In the event any series of Bonds are issued 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, as determined by the Pricing Officer in the applicable Pricing Certificate, the Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of such series of Bonds as tax-exempt obligations. In furtherance thereof, the Issuer 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 Issuer, with respect to such private business use, do not, under the terms of this Order 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); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the Issuance 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.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer hereby authorizes and directs the President of the Board and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer 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 Issuer 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 Issuer 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 Issuer 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.

Section 12. SALE OF BONDS; OFFICIAL STATEMENT. (a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the "Purchase Agreement"), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, 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 Purchaser in the marketing of the Bonds.

Section 13. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL FILING FEE; APPROPRIATION. (a) The President or Vice President and Secretary of the Board and each Pricing Officer 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 under the corporate seal and on behalf of the Issuer a Letter of Representations with DTC regarding the Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, the Purchase Contract between the Issuer and the Underwriters, if any, all forms and documents necessary to ensure the interest on the Bonds is exempt from federal income taxation, 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 Order and the Bonds. In addition, prior to the delivery of the Bonds, the President or Vice President and Secretary of the Board and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect or omission in this Order 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, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. The President and Secretary of the Board shall sign each Bond, including the Initial Bond(s), with their manual or facsimile signatures, and the official seal of the Issuer shall be duly impressed, or placed in facsimile, 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.

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

(c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby

appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bonds to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

Section 14. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. If the Bonds qualify for guarantee by the Permanent School Fund of Texas, the Issuer covenants as follows:

(a) To timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund.

(b) Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available.

(c) In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller shall be authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 15. COMPLIANCE WITH RULE 15c2-12. (a) 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:

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

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

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

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

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Issuer, being the information described in the Pricing Certificate.

(B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer 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 completed within the period set forth in the Pricing Certificate, then the Issuer shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(C) If the Issuer 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 Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. 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 (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (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 Issuer;
 - (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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; and
 - (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
 - (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties.

For these purposes, (a) 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 Issuer 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 Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer 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 Issuer, and (b) the Issuer 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 Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

(iv) Limitations, Disclaimers and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the

Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(B) 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 Issuer 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 Issuer'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 Issuer 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.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER 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 ISSUER, 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.

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

(E) The provisions of this Section may be amended by the Issuer 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 Issuer, 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 Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (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. If the Issuer 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. The Issuer 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.

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 17. REDEMPTION OF REFUNDED OBLIGATIONS. (a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer 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 B** attached hereto to the paying agent for the Refunded Obligations. The Notice of Redemption of the Refunded Obligations as it appears in **Exhibit B** 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 Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Order"). 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 Issuer as described in the Refunded Obligation Order, (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 18. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 19. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 20. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (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 Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 21. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, 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 Owners hereunder or any combination of such remedies.

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

Section 22. REMEDIES NOT EXCLUSIVE. (a) 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 Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

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

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order 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 Issuer or the Board.

SCHEDULE I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2012

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2013-A

Aledo Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2013-B

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2014

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2015

Aledo Independent School District Unlimited Tax School Building Bonds, Series 2015-A

Exhibit A

FORM OF BOND

(a) 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 Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order 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. A form of Capital Appreciation Bond will be added should the applicable Pricing Certificate contain Capital Appreciation Bonds.

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND TAXABLE SERIES 2020-A	PRINCIPAL AMOUNT \$ _____
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INTEREST RATE _____%	ISSUANCE DATE [December 17, 2020]	MATURITY DATE [February 15], 20__	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, ALEDO INDEPENDENT SCHOOL DISTRICT, in Parker and Tarrant Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Issuance Date, on [February 15, 2021, and on each August 15 and February 15] 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.

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 The Bank of New York Mellon Trust Company, N.A., Dallas, 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 Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") 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 [last business 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 Issuer. 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 at maturity or upon the redemption of this Bond prior to maturity as provided herein 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 Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR-__	UNITED STATES OF AMERICA STATE OF TEXAS ALEDO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND TAXABLE SERIES 2020-A	MATURITY AMOUNT \$ _____	
<u>INTEREST</u> <u>RATE</u> _____%	<u>ISSUANCE</u> <u>DATE</u> [December 17, 2020]	<u>MATURITY</u> <u>DATE</u> [February 15], 20__	<u>CUSIP NO.</u>

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE specified above, ALEDO INDEPENDENT SCHOOL DISTRICT, in Parker and Tarrant Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on [February 15 and August 15 of each year, commencing on February 15, 2021]. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the registered owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due 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 which 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 [_____, 2020], authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING UNLIMITED TAX BONDS, and comprised of (i) Bonds in the aggregate original principal amount of \$_____ that pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate original principal amount of \$_____ that pay interest semiannually until maturity (the "Current Interest Bonds")

ON [FEBRUARY 15, 20__], OR ON ANY DATE THEREAFTER, the Current Interest Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE CAPITAL APPRECIATION BONDS ARE NOT subject to redemption prior to maturity.]

THE CURRENT INTEREST BONDS scheduled to mature on [February 15], 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 interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond	
Maturity: [February 15], 20__	
Mandatory Redemption Date	Principal Amount
[February 15], 20__	
[February 15], 20__	
[February 15], 20__	
[February 15], 20__	
[February 15], 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 Issuer, 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 Issuer 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 Issuer 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.

AT LEAST 30 days prior to the date fixed for any redemption of Current Interest 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 Current Interest Bond to be redeemed at its address as it appeared at the close of business

on the day of mailing such notice; 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 Current Interest 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 Current Interest 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 Current Interest 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 Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest 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 Issuer, all as provided in the Bond Order.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CURRENT INTEREST BONDS, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Current Interest 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 Issuer, 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 Issuer shall not redeem such Current Interest 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 Current Interest Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 in Maturity Amounts or any integral multiple thereof. As provided in the Bond Order, 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 amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations 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 Order. 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 authorized denomination 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 Issuer. 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, with respect to Current Interest 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 Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order 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, 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 general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Order 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 Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
Secretary, Board of Trustees
Aledo Independent School District

(signature)
President, Board of Trustees
Aledo Independent School District

(District Seal)

(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 Order 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 which 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: THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
Dallas, 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)

(e) Insertions for the Initial Current Interest Bond.

(i) The initial Current Interest 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:

"ALEDO INDEPENDENT SCHOOL DISTRICT (the "Issuer"), being a political subdivision located in Parker and Tarrant Counties, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on [February 15] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity <u>Date</u>	Principal <u>Installments</u>	Interest <u>Rates</u>
20__		
20__		

20__
20__
20__
20__
20__
20__
20__
20__
20__
20__
20__
20__
20__
20__
20__

The Issuer 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 Issuance Date at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2021, and on each August 15 and February 15] 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 Current Interest Bond shall be numbered "TR-1."

(f) Insertions for the initial Capital Appreciation Bond.

(i) The initial Capital Appreciation 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:

"ALEDO INDEPENDENT SCHOOL DISTRICT, in Parker and Tarrant Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount on [February 15] in each of the years and in the amounts set forth in the following schedule:

<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
--------------------------------	-----------------------------------	----------------------------------	--------------------------------

20__
20__
20__
20__
20__
20__

The amount shown above as the Maturity Amount represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrete on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on [February 15 and August 15 of each year, commencing February 15, 2021]. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

(C) The initial Capital Appreciation Bond shall be numbered "TCAB-1."

Exhibit B

NOTICE OF DEFEASANCE AND REDEMPTION

**ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)**

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2012 (the "Series 2012 Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2012 Bonds have been called for redemption on February 15, 2022 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2023	\$1,435,000	014464QU8
2024	1,485,000	014464QV6
2025	1,310,000	014464WL1

aggregating \$4,230,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2012 Bonds in an amount to redeem the Series 2012 Bonds on the Redemption Date, and such Series 2012 Bonds shall be paid from amounts held in an escrow account administered by an escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2012 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2012 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 2012 Bonds shall no longer bear interest.

ALEDO INDEPENDENT SCHOOL DISTRICT

NOTICE OF DEFEASANCE AND REDEMPTION

ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2013-A (the "Series 2013-A Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2013-A Bonds have been called for redemption on February 15, 2023 (the "Redemption Date") at the redemption price of (i) par and accrued interest to the Redemption Date with respect to the Current Interest Bonds and (ii) the accreted value of the Capital Appreciation Bonds as of the Redemption Date (together, the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number
2027*	\$ 670,000	014464RY9
2028	1,725,000	014464RT0
2029	1,785,000	014464RU7
2030	2,290,000	014464RV5
2031	1,965,000	014464RW3

* Capital Appreciation Bonds.

aggregating \$8,435,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2013-A Bonds in an amount to redeem the Series 2013-A Bonds on the Redemption Date, and such Series 2013-A Bonds shall be paid from amounts held in an escrow account administered by an escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013-A Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2013-A 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 2013-A Bonds shall no longer bear interest.

ALEDO INDEPENDENT SCHOOL DISTRICT

NOTICE OF DEFEASANCE AND REDEMPTION

ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2013-B (the "Series 2013-B Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2013-B Bonds have been called for redemption on February 15, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number
2027	\$ 2,005,000	014464SN2
2028	2,070,000	014464SP7
***	***	***
2032	520,000	014464SQ5

aggregating \$4,595,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2013-B Bonds in an amount to redeem the Series 2013-B Bonds on the Redemption Date, and such Series 2013-B Bonds shall be paid from amounts held in an escrow account administered by an escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013-B Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2013-B 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 2013-B Bonds shall no longer bear interest.

ALEDO INDEPENDENT SCHOOL DISTRICT

NOTICE OF DEFEASANCE AND REDEMPTION

ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2014 (the "Series 2014 Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2014 Bonds have been called for redemption on February 15, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number
2031	\$ 405,000	014464TP6
2032	4,340,000	014464TQ4
2033	930,000	014464TR2

aggregating \$5,675,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2014 Bonds in an amount 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, when the Redemption Price shall be paid upon presentation of the Series 2014 Bonds to the paying agent/registrars thereof.

Upon presentation of the Series 2014 Bonds at the paying agent/registrars 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.

ALEDO INDEPENDENT SCHOOL DISTRICT

NOTICE OF DEFEASANCE AND REDEMPTION

ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax Refunding Bonds, Series 2015 (the "Series 2015 Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2015 Bonds have been called for redemption on February 15, 2025 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number
2034	\$ 3,780,000	014464TV3
2035	4,845,000	014464TW1

aggregating \$8,625,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2015 Bonds in an amount to redeem the Series 2015 Bonds on the Redemption Date, and such Series 2015 Bonds shall be paid from amounts held in an escrow account administered by an escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2015 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2015 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 2015 Bonds shall no longer bear interest.

ALEDO INDEPENDENT SCHOOL DISTRICT

NOTICE OF DEFEASANCE AND REDEMPTION

ALEDO INDEPENDENT SCHOOL DISTRICT
(PARKER AND TARRANT COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Aledo Independent School District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

Aledo Independent School District Unlimited Tax School Building Bonds, Series 2015-A (the "Series 2015-A Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2015-A Bonds have been called for redemption on February 15, 2025 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2036	\$ 1,945,000	014464VD0	2041	\$ 2,025,000	014464VJ7
2037	2,040,000	014464VE8	2042	1,400,000	014464VK4
2038	2,155,000	014464VF5	***	***	***
2039	2,255,000	014464VG3	2045	10,075,000	014464VN8
2040	1,930,000	014464VH1			

aggregating \$23,825,000 in principal amount. On [December 17, 2020], funds were deposited with the escrow agent for the Series 2015-A Bonds in an amount to redeem the Series 2015-A Bonds on the Redemption Date, and such Series 2015-A Bonds shall be paid from amounts held in an escrow account administered by an escrow agent, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2015-A Bonds to the paying agent/registrars thereof.

Upon presentation of the Series 2015-A Bonds at the paying agent/registrars on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price and thereafter the Series 2015-A Bonds shall no longer bear interest.

ALEDO INDEPENDENT SCHOOL DISTRICT