



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 18, 2020

- Purpose: [] Presentation/Report [] Recognition [x] Discussion/ Possible Action
[] Closed/Executive Session [] Work Session [] Discussion Only [] Consent

From: Dr. Marc Puig, Superintendent

Item Title: Consideration and Approval of a Resolution Authorizing the Issuance of South San Antonio Independent School District Maintenance Tax Notes, Series 2020; Entering into a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Delegating to certain District Administrative Staff and Officials the authority to approve all final terms of the notes; and other matters related thereto

Description: The District has the opportunity to issue Maintenance Tax Notes for the purpose of generating a funding source for some immediate capital needs. This action will set parameters such that District personnel can execute the desire to issue these Maintenance Tax Notes while giving proper consideration to timing of need and current market conditions.

Historical Data:

Recommendation: Approve the order as recommended

District Goal/Strategy:

Strategy 1 We will engage all school community members through transparency and effective communication to promote a positive perception and create a strong brand.

Funding Budget Code and Amount:

APPROVED BY: SIGNATURE DATE
Chief Officer:
CFO Funding Approval:
Superintendent:

RESOLUTION AUTHORIZING THE ISSUANCE OF SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2020; ENTERING INTO A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; DELEGATING TO CERTAIN DISTRICT ADMINISTRATIVE STAFF AND OFFICIALS THE AUTHORITY TO APPROVE ALL FINAL TERMS OF THE NOTES; AND OTHER MATTERS RELATED THERETO

RESOLUTION AUTHORIZING THE ISSUANCE OF SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2020; ENTERING INTO A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; DELEGATING TO CERTAIN DISTRICT ADMINISTRATIVE STAFF AND OFFICIALS THE AUTHORITY TO APPROVE ALL FINAL TERMS OF THE NOTES; AND OTHER MATTERS RELATED THERETO

WHEREAS, South San Antonio Independent School District (the "District") was organized, created, and established pursuant to the Constitution and laws of the State of Texas as an independent school district and political subdivision of the State of Texas, and the District operates under the authority of the Texas Education Code;

WHEREAS, Sec. 45.108, Texas Education Code (the "Act"), authorizes the Board of Trustees (the "Board") of the District to borrow money for the purpose of paying maintenance expenses and evidence those loans with negotiable notes in the aggregate principal amount not to exceed 75 percent of the District's previous year's income;

WHEREAS, the District's income (excluding income derived from federal sources and interest and sinking fund taxes levied by the District) for the fiscal year ended August 31, 2019 is sufficient to satisfy the 75 percent limitation set forth in the Act described in the preceding recital and to permit the issuance of the Tax Notes authorized by this Resolution;

WHEREAS, the Act permits the notes to be payable from and secured by a lien on and pledge of any available fluids of the District, including proceeds of the District's maintenance tax; and

WHEREAS, the duly qualified electors of the District have heretofore approved at an election held within the District on May 27, 2000 a proposition authorizing the District to levy a maintenance tax for the maintenance of the public free schools within the District at a rate not to exceed \$1.50 per \$100.00 of assessed valuation in accordance with Chapter 20, Texas Education Code (codified as Section 45.003 Texas Education Code); and

WHEREAS, as required by the Act, the District has adopted a budget for the current school year; and

WHEREAS, the Board desires to finance, with proceeds received from the sale of a note permitted by the Act, the costs of paying lawful maintenance expenses of the District, including for the equipping, repair, rehabilitation, or renovation, of existing school properties throughout the District, and (ii) to pay the costs of issuance related to the Tax Notes; and

WHEREAS, the Board hereby finds and determines that, it qualifies as an "issuer" pursuant to the authority provided by Chapter 1371, as amended, Texas Government Code ("Chapter 1371"), because it meets the criteria set forth in Section 1371.001(4)(P) and pursuant thereto it may delegate to the Authorized Representatives (defined herein) with the authority to execute the Pricing Certificate (a form of which is attached hereto as Exhibit A) to approve the final terms of the Bonds as set forth in the Pricing Certificate; and

WHEREAS, the Board hereby finds and declares a public purpose and deems that the issuance of the Tax Notes herein authorized is in the best interest of the citizens of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Authorization of the Tax Notes. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly the Act, a series of tax notes of the District to be known as SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2020” (the “Tax Notes”), payable from ad valorem levied, pursuant to the District’s maintenance taxing authority, on all taxable property location within the District as provided in this Resolution for the purpose of paying all or a portion of the District’s Tax Notes to be incurred for the purpose of financing the costs of rehabilitation, renovation and equipping of various existing school facilities including, and to pay the costs associated with the issuance of the Tax Notes (the “Project”), in accordance with the provisions of the Act.

As authorized by Chapter 1371, Texas Government Code, as amended, the President of the Board, the Superintendent of Schools, or the Chief Financial Officer of the District (each an “Authorized Representative”) is each hereby authorized, appointed, and designated as an officer of the District authorized to act on behalf of the District in selling and delivering the Tax Notes authorized herein and carrying out the procedures specified in this Resolution, including determining the aggregate principal amount of each maturity of the Tax Notes and the rate of interest to be borne on the principal amount of each maturity, the allocation of any premium generated from the sale of the Tax Notes, the redemption provisions, the defeasance securities, and the final bonds to be refunded. Each of the above individuals, acting for and on behalf of the District, is authorized to execute the Pricing Certificate attached hereto as Exhibit A (the “Pricing Certificate”) within 180 days after the date of adoption of this Resolution. The Tax Notes shall be issued in the aggregate principal amount not to exceed \$2,000,000.00; the maximum maturity of the Tax Notes will not exceed 20 years from the date of issuance; and the net effective per annum rate, calculated in a manner consistent with the provisions of Chapter 1204, Texas Government Code, as amended, shall not exceed 3.75%. The execution of the Pricing Certificate shall evidence the sale date of the Tax Notes by the District to the Initial Purchaser (hereinafter defined). Upon execution of the Pricing Certificate, Bond Counsel is authorized to revise and complete this Resolution, if necessary, to reflect such final terms.

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Tax Notes. The Tax Notes shall be dated as of December 1, 2020 (the “Dated Date”), shall be numbered I-1 for the Initial Tax Note (defined herein) and shall be issued as one term note numbered R-1 for the definitive Tax Note, and shall mature on August 15, ____ with mandatory redemption payments payable on August 15 of each year as follows:

Principal Payment Date (August 15)	Principal Amount (\$)	Interest Rate (%)
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[Information to be inserted from Pricing Certificate]

The Tax Notes shall bear interest from the date of initial delivery of the Tax Notes at the interest rates provided above, calculated on the basis of a 360-day year of twelve 30-day months, and interest shall be payable on August 15, 2021, and on each August 15 and February 15 thereafter through the respective maturity date.

Section 3. General Characteristics and Form of the Tax Notes. The Tax Notes shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Tax Notes shall be sealed) all as provided, and in the manner indicated in the form set forth below. The Form of the Tax Notes, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Tax Note (hereinafter defined), the Form of the Authentication Certificate, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution, and the definitions contained with each such form shall apply solely to such form:

(a) Form of Tax Notes

United States of America
State of Texas
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
MAINTENANCE TAX NOTES, SERIES 2020

FORM OF DEFINITIVE TAX NOTES

NUMBER	DENOMINATION
R-1	\$ _____
REGISTERED	REGISTERED

<u>INTEREST</u> <u>RATE</u> _____%	<u>DATED</u> <u>DATE</u> December 1, 2020	<u>DELIVERY</u> <u>DATE</u> December __, 2020	<u>MATURITY</u> <u>DATE</u> August 15, ____
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REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ NO/100 DOLLARS
(\$ _____)

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (the "District"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Owner") on the Maturity Date, specified above, through _____, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Tax Note is payable by check dated August 15, 2021 and each August 15 and February 15 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the last day of the month next preceding the interest payment date or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. Notwithstanding the above paying procedures, upon written request to the District and the Paying Agent/Registrar, the Owner of at least \$1,000,000 in principal amount may receive all payments of principal and interest hereon by wire transfer on each payment date. 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 payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date," which shall be 15 calendar 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 the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The District covenants with the Owner that no later than each principal installment payment date and interest payment date for this Tax Note it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Tax Note, when due, in the manner set forth in the Resolution defined below.

THIS TAX NOTE is one of a series of Tax Notes, dated as of December 1, 2020 (the "Tax Notes") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Resolution adopted by the Board of Trustees of the District on November 18, 2020 (the "Resolution"), in the original aggregate principal amount of \$ _____ for the purpose of paying all or a portion of the District's Tax Notes to be incurred for the purpose of financing the costs of rehabilitation, renovation and equipping of various existing school facilities including, and to pay the costs associated with the issuance of the Tax Notes (the "Project"), in accordance with the provisions of the Act.

THE TAX NOTES are issued pursuant to the Resolution whereunder the District covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the District pursuant to its maintenance taxing authority, within the legal limits as to rate or amount as prescribed by law, for each year while any part of the Tax Notes are considered outstanding under the provisions of the Resolution, in a sufficient amount to pay interest on each Tax Note as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Tax Notes when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Resolution for provisions with respect to the custody and application of the District's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner.

THE TAX NOTES shall be subject to mandatory sinking fund redemption, at the redemption price equal to the principal amount thereof and any accrued interest thereon to the date set for redemption, on August 15, in each of the years and in the amounts set forth below:

<u>Principal Payment Date</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(Information from Pricing Certificate)

[THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Tax Notes prior to their scheduled maturities, in whole only, on any date at a price of par value plus accrued interest on the principal amounts called for redemption from the most recent interest payment to the date fixed for redemption.]

Upon surrender of any Tax Note for redemption, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Tax Note of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Tax Note so surrendered.

With respect to any optional redemption of the Tax Notes, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Tax Notes to be redeemed before giving of a notice of redemption, the notice of redemption may state that the District may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the District shall not redeem

the Tax Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Tax Notes have not been redeemed.

IF THE DATE for the payment of the principal of or interest on the Tax Notes shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where 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 business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of the Tax Notes, prior to stated maturity, the District shall cause notice of such redemption to be sent by United States mail, first-class postage prepaid, to the Owner of each Tax Note, to be redeemed at its address as it appeared on Register at the close of business on the business day next preceding the date of mailing of such notice of redemption; provided, however, that the failure 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 Tax Note. 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 Tax Notes, which are to be so redeemed. If such notice of redemption is given and if due provision for such payment is made, all as provided above, the Tax Notes, 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 be regarded as being outstanding except for the right of the Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

THIS TAX NOTE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Tax Note is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Resolution. Any exchange of a Tax Note shall be subject to the terms and conditions of the Resolution. The Owner of this Tax Note shall be deemed and treated by the District and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Tax Note to the extent of such payment, and the District and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

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

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Tax Notes in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on, or maturing amounts of (as appropriate) the Tax Notes by the levy of a continuing, direct, annual ad valorem tax pursuant to the District's maintenance tax authority, upon taxable property within the District; and that issuance of the Tax Notes does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Tax Note, the Owner thereby acknowledges all of the terms and provisions of the Resolution, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Tax Note and the Resolution constitute a contract between each Owner and the District.

IN WITNESS WHEREOF this Tax Note has been signed with the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees, and the official seal of the District has been duly impressed, or placed in facsimile, on this Tax Note.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

/s/ Stacey E. Alderete
Secretary, Board of Trustees

/s/ Gilbert F. Rodriguez
President, Board of Trustees

(DISTRICT SEAL)

FORM OF INITIAL TAX NOTE

The Initial Tax Note shall be in the form set forth above for the Definitive Tax Note, except the following shall replace the heading:

NO. I-1 \$ _____

United States of America
State of Texas
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
MAINTENANCE TAX NOTES, SERIES 2020

Dated Date: DECEMBER 1, 2020

Delivery Date: DECEMBER __, 2020

Maturity Date: AUGUST 15, ____

Registered Owner: _____

Principal Amount: _____ AND 00/100 (\$ _____)

* * *

(b) Form of Registration Certificate of the Comptroller of Public Accounts (to be printed on or attached to only the Initial Tax Note)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

(c) Form of Authentication Certificate (to be printed on the Definitive Tax Notes only)

AUTHENTICATION CERTIFICATE

It is hereby certified that this Tax Note has been issued under the provisions of the Resolution described on the face of this Tax Note; and that this Tax Note has been issued in conversion of and exchange for or replacement of a tax note, Tax Notes, or a portion of a tax note or tax notes of an issue 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.

_____,
as Paying Agent/Registrar

Dated _____

By _____
Authorized Representative

(d) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

/ _____ / _____
(Please insert Social Security or (Please print name and address, including zip code, of Taxpayer
Identification of Transferee) Transferee)

the within Tax Note and all rights thereunder, and hereby irrevocably constitutes and appoints

within Tax Note 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 a member firm of the New York Stock Exchange or a commercial bank or trust company.

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

The following abbreviations, when used in the Assignment above or on the face of the within Tax Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

In case any officer of the District whose manual or facsimile signature shall appear on any Tax Note shall cease to be such officer before the delivery of any such Tax Notes, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Tax Note which bears the facsimile signature of such person who at the actual time of the delivery of such Tax Note shall be an officer authorized to sign such Tax Note, but who at the date of such Tax Notes was not such an officer, shall be validly and sufficiently signed for such purpose as if such person had been such officer as the date of such Tax Note. The District authorizes the printing of a true and correct copy of an opinion of Bond Counsel, relating to the validity and enforceability of the Tax Notes under Texas law and the status of interest on the Tax Notes under federal income tax laws on the reverse side of each of the Tax Notes over a certificate of identification executed by the facsimile signature of the Secretary, Board of Trustees; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Tax Note, or any errors therein or in any part of the Tax Note the form of which is not included in this Resolution, shall in no way affect the validity or enforceability of the Tax Notes or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Tax Notes.

Section 4. Definitions. In addition to other words and terms defined in this Resolution (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

“Bond Counsel” means Winstead PC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Government Obligations” means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Interest Payment Date” means, when used in connection with any Tax Note, August 15, 2021 and each August 15 and February 15 thereafter until maturity of such Tax Note.

“Initial Purchaser” means _____.

“Owners” means any person who shall be the registered owner of any outstanding Tax Notes on the Register.

“Paying Agent/Registrar” means _____, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Resolution.

“Paying Agent/Registrar Agreement” means the agreement, dated December 1, 2020, between the Paying Agent/Registrar and the District relating to the registration, authentication, and transfer of the Tax Notes, attached hereto as Exhibit “C.”

“Purchase and Investment Letter” means the Purchase and Investment Letter between the District and the Initial Purchaser, attached hereto as Exhibit “B.”

“Record Date” means the date upon which the person to whom payment due on any Tax Note is determined, being the last day of the calendar month next preceding the applicable Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Resolution” means this Resolution Authorizing the Issuance of South San Antonio Independent School District Maintenance Tax Notes, Series 2020; Entering into a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Delegating to Certain District Administrative Staff and Officials the Authority to Approve All Final Terms of the Notes; and Other Matters Related Thereto adopted by the Board on November 18, 2020.

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

“SEC” means the United States Securities and Exchange Commission.

“Tax Notes” means any tax note or tax notes or all of the tax notes, as the case may be, of that series styled “South San Antonio Independent School District Maintenance Tax Notes, Series 2020”, in the original amount aggregate principal amount of \$ _____, authorized this Resolution.

Section 5. District Funds. Interest and Sinking Fund and Tax Levy. A special “Interest and Sinking Fund” is hereby confirmed and shall be maintained by the District at an official depository bank of the District. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying the interest on and principal of the Tax Notes. The net proceeds of all ad valorem taxes levied and collected for and on account of the Tax Notes pursuant to the District’s maintenance tax authority, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the principal of or interest on or maturing amounts of (as appropriate) the Tax Notes are outstanding and unpaid, the Board shall compute and ascertain a rate and amount of ad valorem maintenance tax which will be sufficient to raise and produce the money required to pay the interest on the Tax Notes and the principal on the Tax Notes as such principal matures; the tax shall be based on the latest approved tax rolls of the District, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem maintenance tax within the legal limits as to rate or amount as prescribed by law, and is hereby ordered to be levied, against all taxable property in the District, for each year while any of the Tax Notes are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Tax Notes, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment.

Section 6. Construction Fund. There is hereby created and established in the depository of the District, a fund to be called the “South San Antonio Independent School District Maintenance Tax Notes (Series 2020) Construction Fund” - (herein called the “Construction Fund”). All proceeds from the sale and delivery of any Tax Note (other than accrued interest, if any, which shall be deposited into the Interest and Sinking Fund) shall be deposited into the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the District for payment of all costs incurred in carrying out the purpose for which the Tax Notes are issued and for paying costs of issuance of the Tax Notes. All funds remaining on deposit in the Construction Fund upon completion of purposes for which the Tax Notes were issued shall be transferred to the Interest and Sinking Fund.

Section 7. Investments and Security. (a) Investment of Funds. The Board may place money in the Interest and Sinking Fund in time or demand deposits or invest such money as authorized by law at the time of such deposit. Obligations purchased as an investment of money in a fund shall be deemed to be part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Interest and Sinking Fund shall be retained therein. It is provided, however, that any interest earnings on proceeds of the Tax Notes which are required to be rebated to the United States of America in order to prevent the Tax Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Security for Funds. All funds created by this Resolution shall be secured in the manner and to the fullest extent required by law for the security of funds of the District.

Section 8. Covenants of the District. (a) General Covenants. The District covenants and represents that:

(i) The District is a duly created and existing independent school district and political subdivision of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue Tax Notes; all action on its part for the creation and issuance of the Tax Notes has been duly and effectively taken; and the Tax Notes are and will be valid and enforceable obligations of the District in accordance with their terms; and

(ii) The Tax Notes shall be ratably secured in such manner that no one Tax Note shall have preference over other Tax Notes.

(iii) The District will provide the Initial Purchaser with their audited financial statements within 270 days of the District's fiscal year end in each year that the Tax Note is outstanding.

(b) Specific Covenants. The District covenants and represents that, while the Tax Notes are outstanding and unpaid, it will:

(i) Levy an ad valorem maintenance tax that will be sufficient to provide funds to pay the current interest on the Tax Notes and to provide the necessary sinking fund, all as described in this Resolution; and

(ii) Keep proper books of record and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the funds created pursuant to this Resolution, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request from any Owner.

(c) Covenants Regarding Tax Matters. The District covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Tax Notes as obligations described in section 103 of the Code, the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the District specifically covenants as follows:

(i) To refrain from taking any action which would result in the Tax Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

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

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Tax Notes or the projects financed therewith, then the amount in excess of 5% 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;

(iv) To take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Tax Notes 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;

(v) To refrain from taking any action which would result in the Tax Notes being “federally guaranteed” within the meaning of section 149(b) of the Code;

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Tax Notes, 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 Tax Notes.

(vii) To otherwise restrict the use of the proceeds of the Tax Notes or amounts treated as proceeds of the Tax Notes, as may be necessary, so that the Tax Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refunding);

(viii) Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Tax Notes) an amount that is at least equal to 90% 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 Tax Notes have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) To maintain such records as will enable the District to fulfill its responsibilities under this subsection and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Tax Notes.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded bonds.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of 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 Tax Notes, the District will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Tax Notes 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 Tax Notes, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exclusion from gross income of interest on the Tax Notes under section 103 of the Code.

Proper officers of the District charged with the responsibility of issuing the Tax Notes are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax Notes.

Notwithstanding any other provision in this Resolution, to the extent necessary to preserve the exclusion from gross income of interest on the Tax Notes under section 103 of the Code the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Tax Notes.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The District covenants that the District will regulate the use of the property financed, directly or indirectly, with the proceeds of the Tax Notes and will not sell, lease, or otherwise dispose of such property unless (i) the District takes the remedial measures as may be required by the Code and the regulations and rulings

thereunder in order to preserve the exclusion from gross income of interest on the Tax Notes under section 103 of the Code or (ii) the District seeks the advice of nationally recognized bond counsel with respect to such sale, lease, or other disposition.

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Tax Notes. The principal of and the accrued interest on the Tax Notes shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, as described in the Form of Tax Notes in Section 3 hereof.

The District, the Paying Agent/Registrar, and any other person may treat the Owner as the absolute owner of such Tax Notes for the purpose of making and receiving payment of the principal thereof and for the further purpose of receiving payment of the interest thereon and for all other purposes, whether or not such Tax Note is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Tax Note in accordance with this Resolution shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Tax Note to the extent of the sums paid.

So long as any Tax Notes remain outstanding, the Paying Agent/Registrar shall keep the Register at one of its corporate trust offices in Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Tax Notes in accordance with the terms of this Resolution.

The District may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar provided that any such Paying Agent/Registrar shall be a national or state banking institution, shall be an association or a corporation organized and doing business under the laws of the United States of America or any state, authorized under such laws to exercise trust powers, shall be subject to supervision or examination by federal or state authority, and shall be authorized by law to serve as a paying agent/registrar. In such event, the District shall give notice by United States mail, first-class, postage prepaid to each Owner. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Resolution.

The President and the Secretary of the Board are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form of Exhibit C.

Section 10. Initial Tax Note; Exchange or Transfer of Tax Notes. Initially, (the "Initial Tax Note") numbered I-1 and representing the entire principal amount of Tax Notes shall be registered in the name of the Initial Purchaser or the designee thereof and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or her duly authorized agent, by manual signature. At any time thereafter, the Owner may deliver the Initial Tax Note to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or such designee designating the person, maturities, and principal amounts to and in which the Initial Tax Note are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than 72 hours, register and deliver such Tax Notes upon authorization of the District as provided in such instructions.

Each Tax Note shall be transferable within 72 hours after request, but only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for

transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in the form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Tax Note for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business day after such presentation, a new Tax Note or Tax Notes, registered in the name of the transferee or transferees, in authorized denominations, of the same maturity, in the appropriate principal amount, and bearing interest at the same rate as the Tax Note or Tax Notes so presented.

All Tax Notes shall be exchangeable upon presentation and surrender thereof at the appropriate corporate trust office of the Paying Agent/Registrar for a Tax Note or Tax Notes of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount or maturing amounts, as appropriate, equal to the unpaid principal amount or maturing amount of the Tax Note or Tax Notes presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Tax Notes in accordance with this Resolution and each Tax Note so delivered shall be entitled to the benefits and security of this Resolution to the same extent as the Tax Note or Tax Notes in lieu of which such Tax Note is delivered.

The District or the Paying Agent/Registrar may require the Owner of any Tax Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Tax Note. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

Section 11. District Officers' Duties. (a) Issuance of Tax Notes. The President of the Board shall submit the Initial Tax Note, the record of the proceedings authorizing the issuance of the Tax Notes, and any and all necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the President of the Board shall cause the Initial Tax Note to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the Board are authorized to execute and deliver on behalf of the Board such certificates and instruments as may be necessary or appropriate prior to the delivery of and payment for the Tax Notes to and by the Initial Purchaser.

(b) Execution of Resolution. The President and the Secretary of the Board are authorized to execute the certificate to which this Resolution is attached on behalf of the Board and to do any and all things proper and necessary to carry out the intent hereof.

Section 12. Remedies of Owners. In addition to all rights and remedies of any Owner of the Tax Notes provided by the laws of the State of Texas, the District and the Board covenant and agree that in the event the District defaults in the payment of the principal of or interest on any of the Tax Notes when due, fails to make the payments required by this Resolution to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Resolution, the Owner of any of the Tax Notes shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, obligation, or condition prescribed in this Resolution. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Resolution shall be available to any Owner of any of the Tax Notes and shall be cumulative of all other existing remedies.

Section 13. Lost, Stolen, Destroyed, Damaged, or Mutilated Tax Notes; Destruction of Paid Tax Notes. (a) Replacement Tax Notes. In the event any outstanding Tax Note shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the District shall cause to be

executed, registered by the Paying Agent/Registrar, and delivered a substitute Tax Note of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Tax Note, or in lieu of and substitution for such Tax Note, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Tax Notes shall be made to the District. In every case the applicant for a substitute Tax Note shall furnish to the District such deposit for fees and costs as may be required by the District to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Tax Note, the applicant shall also furnish to the District indemnity to the District's satisfaction and shall file with the District evidence to the District's satisfaction of the loss, theft, or destruction and of the ownership of such Tax Note. In every case of damage or mutilation of a Tax Note, the applicant shall surrender the Tax Note so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Tax Notes. Notwithstanding the foregoing provisions of this Section, in the event any such Tax Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Tax Notes, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Tax Note) instead of issuing a substitute Tax Note, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expense of Issuance. Upon the issuance of any substitute Tax Notes, the District may charge the Owner of such Tax Note with all fees and costs incurred in connection therewith. Every substitute Tax Note issued pursuant to the provisions of this Section by virtue of the fact that any Tax Note is lost, stolen, destroyed, damaged, or mutilated shall constitute a tax note of the District, whether or not the lost, stolen, destroyed, damaged, or mutilated Tax Notes shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Tax Notes duly issued under this Resolution.

(e) Authority to Issue Substitute Tax Notes. This Resolution shall constitute sufficient authority for the issuance of any such substitute Tax Notes without necessity of further action by the Board or any other body or person, and the issuance of such substitute Tax Notes is hereby authorized, notwithstanding any other provisions of this Resolution.

(f) Destruction of Paid Tax Notes. At any time subsequent to six months after the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Tax Notes duly paid and shall furnish to the District a certificate evidencing such destruction.

Section 14. Redemption. The Tax Notes are subject to optional redemption as described in the "Form of Tax Notes" in Section 3 hereof.

Section 15. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Tax Note, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Resolution (a "Defeased Tax Note") when payment of the principal of such Tax Note, 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 a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for

the scheduled payment of any Defeased Tax Note. To cause a Tax Note scheduled to be paid on a date later than the next scheduled interest payment date on such Tax Note to become a Defeased Tax Note, the District must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Tax Notes, the District shall cause to be delivered either (i) a report of an independent firm of nationally recognized certified public accountants or other qualified financial professional verifying the sufficiency of an escrow established to pay the Defeased Tax Notes in full on the maturity or redemption date thereof (the "Verification"), or (ii) a certificate from a qualified financial professional, financial advisor, or paying agent certifying that the amount deposited with a Depository is sufficient to pay the Defeased Tax Notes in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the District shall also cause to be delivered an opinion of Bond Counsel to the effect that the Defeased Tax Notes are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Tax Notes. The Verification, if any and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the District. The Tax Notes shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Tax Note shall be deemed to be a Defeased Tax Note hereunder, and all herein required criteria have been met, such Tax Note and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Resolution, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations; provided, however, the District has reserved the option to be exercised at the time of the defeasance of the Tax Notes, to call for redemption, at an earlier date, those Tax Notes which have been defeased to their maturity date, if the District (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Tax Notes for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes

(b) Any money so deposited with a Depository may at the written direction of the District also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Tax Notes and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the District.

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

Section 16. Resolution a Contract; Amendments. This Resolution shall constitute a contract with the Owners, from time to time, of the Tax Notes, binding on the District and its successors and assigns, and shall not be amended or repealed by the District as long as any Tax Note remains outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, amend, change, or modify this Resolution as may be required (a) by the provisions hereof; (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Owners. The District may, with the written consent of the Owners of the majority in aggregate principal amount of Tax Notes then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Resolution; provided that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Tax Notes or reduce

the principal amount thereof or the rate of interest thereon; (ii) give any preference to any Tax Note over any other Tax Note; (iii) extend any waiver of default to subsequent defaults; or (iv) reduce the aggregate principal amount of Tax Notes required for consent to any such amendment, change, modification, or rescission. When the District desires to make any amendment or addition to or rescission of this Resolution requiring consent of the Owners, the District shall cause notice of the amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the District may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 17. Sale and Delivery of Tax Notes. (a) Sale. The sale of the Note at a price of the par value thereof is hereby approved, and delivery of the Tax Note to _____ (the “Initial Purchaser”), shall be made upon payment therefor in accordance with the terms of sale and the terms and conditions in the Pricing Certificate attached hereto as Exhibit “A” and in the Purchase and Investment Letter presented to and approved by the Board, in substantially the form attached hereto as Exhibit “B”. The Authorized Representatives of the District are hereby authorized and directed to execute such Purchase and Investment Letter on behalf of the District, and the President of the Board and all other officials, agents, and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes.

(b) Legal Opinion. The Initial Purchaser’s obligation to accept delivery of the Tax Notes is subject to their being furnished an opinion of Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Tax Notes.

(c) Registration and Delivery. Upon the registration of the Initial Tax Note, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver the Initial Tax Note pursuant to the instruction of the President of the Board for delivery to the Initial Purchaser.

Section 18. Use of Proceeds. The proceeds from the sale of the Tax Notes shall be as follows: (i) \$ _____ shall be deposited to the credit of the Construction Fund hereby established for the purposes of the Tax Notes; and (ii) \$ _____ of the proceeds will be used to pay costs of issuance of the Tax Notes.

Section 19. Book-Entry-Only System. (a) The Initial Purchaser will take physical delivery of the Tax Notes initially. If it is decided to use a book-entry system, the definitive Tax Notes shall be registered in the name of Cede & Co. (DTC’s partnership nominee), as Owner of the Tax Notes, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Tax Notes. Beneficial owners of definitive Tax Notes will not receive physical delivery of Tax Note certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Tax Notes as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Tax Notes is to receive, hold, or deliver any Tax Note certificate. No person shall acquire or hold any beneficial interest in any Tax Note representing the entire principal amount of such Tax Note.

(b) Replacement definitive Tax Notes may be issued directly to beneficial owners of Tax Notes other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Tax Notes (which determination shall become effective no less than 90 days after written notice to such effect to the Board and the Paying Agent/Registrar); or (ii) the Board has

advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Tax Notes) that DTC is incapable of discharging its duties as securities depository for the Tax Notes; or (iii) the District has determined (which determination is conclusive as to DTC and the beneficial owners of the Tax Notes) that the interests of the beneficial owners of the Tax Notes might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the District shall use its best efforts to attempt to locate another qualified securities depository. If the District fails to locate another qualified securities depository to replace DTC, the District shall cause to be executed, authenticated, and delivered replacement Tax Notes, in certificate form, to the DTC participants having an interest in the Tax Notes as shown on the records of DTC provided by DTC to the District. In the event that the District makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Tax Notes of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Tax Notes in certificate form to the DTC participants having an interest in the Tax Notes as shown on the records of DTC provided by DTC to the District. The District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the District to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Tax Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Resolution of holding, delivering, or transferring Tax Notes shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to own the Tax Notes, all references herein to DTC shall be of no further force or effect.

Section 20. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Tax Notes and the pledge of the proceeds of ad valorem taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Tax Notes are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Owners of the Tax Notes a security interest in such pledge, the District agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 21. Further Procedures. The Authorized Representative, and all other officers, employees, attorneys, and agents of the District, and each of them, 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 seal and on behalf of the District, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Tax Notes, and the Purchase and Investment Letter. In case any officer whose signature shall appear on any Tax Note shall cease to be such officer before the delivery of such Tax Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Tax Notes, the Authorized Representatives and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Tax Notes by the Texas Attorney General's office.

Section 22. Attorney General Examination Fee. The District recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable

examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Tax Notes and that such fee is to be calculated as provided in said Section 1202.004. Winstead PC is accommodating the District by paying such fee upon such submission of such transcript. Officials of the District are, however, hereby authorized to reimburse Winstead PC such amount as soon as possible and whether or not the Tax Notes are ever delivered and such amount is hereby appropriated from available funds for such purpose. The District is also authorized to reimburse the fund used for such repayment with proceeds of the Tax Notes.

Section 23. Miscellaneous Provisions. (a) Titles Not Restrictive. The titles assigned to the various sections of this Resolution are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Resolution.

(b) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed and declared to be inapplicable, and the provisions of this Resolution shall be and remain controlling as to the matters prescribed herein.

(c) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution shall nevertheless be valid and the Board hereby declares that this Resolution would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(d) Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas.

(e) Open Meeting. The Board officially finds and determines that the meeting at which this Resolution is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND APPROVED this 18th day of November, 2020.

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

/s/ Gilbert F. Rodriguez
President, Board of Trustees

ATTEST:

/s/ Stacey E. Alderete
Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

FORM OF PRICING CERTIFICATE

The undersigned, being an Authorized Representative of the South San Independent School District, pursuant to Section 1 of the Resolution adopted on December __, 2020 (the "Resolution") authorizing the issuance of "SOUTH SAN INDEPENDENT SCHOOL DISTRICT MAINTENACE TAX NOTES, SERIES 2020" (the "Tax Notes") do hereby approve the following terms of the Notes:

1. The total principal amount of the Tax Notes is \$_____.
2. The Tax Notes are hereby sold to _____ as "Initial Purchaser" for a purchase price of \$_____ representing the principal amount of the Tax Notes.
3. The net effective per annum rate is _____% which is less than _____% as provided in the Resolution.
4. The Tax Notes shall be dated as of December 1, 2020 (the "Dated Date"), shall be numbered I-1 for the Initial Tax Note (defined herein) and shall be issued as one term note numbered R-1 for the definitive Tax Note, and shall mature on August 15, ____ with mandatory redemption payments payable on August 15 of each year as follows:

<u>Principal Payment Date (August 15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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5. The proceeds from the sale of the Tax Notes, shall be applied as follows: \$_____ shall be deposited to the Construction Fund and the balance will be used to pay cost of issuance for the Tax Notes.

6. The terms of the Tax Notes are the most reasonable and advantageous and are in the best interest of the Issuer.

EXECUTED AND DELIVERED this _____.

SOUTH SAN INDEPENDENT SCHOOL DISTRICT

Authorized Representative

EXHIBIT B

FORM OF PURCHASE AND INVESTMENT LETTER

December __, 2020

Re: South San Antonio Independent School District Maintenance Tax Notes, Series 2020 (the “Notes”)

South San Antonio Independent School District
1450 Gillette Boulevard
San Antonio, Texas 78224

RBC Capital Markets, LLC
303 Pearl Parkway, Suite 220
San Antonio, Texas 78215

Winstead PC
310 South St. Mary’s Street, Suite 920
San Antonio, Texas 78205

Ladies and Gentlemen:

We have agreed to purchase and the Board of Trustees of the South San Antonio Independent School District (the “District”) has agreed to sell to us, the captioned Notes, at the purchase price of \$_____ and no accrued interest. The Notes are scheduled to mature on August 15, ____, shall bear the terms, shall be secured, and are subject to redemption as described in the District’s resolution authorizing the Notes adopted on November 18, 2020 (the “Resolution”), all subject to receipt by you and by us of such opinions, certificates, and other documents as you or we may reasonably require to establish the validity and legality of the Notes.

_____, (the “Initial Purchaser”) hereby represents and warrants that:

(1) we are (a) an “accredited investor” within the meaning of Regulation D promulgated under the Securities Act of 1933 or (b) a state or national bank organized under the laws of the United States, and we have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the economic risks and merits of the purchase of the Notes;

(2) we have made our own inquiry and analysis with respect to the Notes and the security therefor, and other material factors affecting the security and payment of the Notes, and we have not relied upon any statement by you; your officers, directors, or employees; or your financial consultants or legal advisors in connection with such inquiry or analysis or in connection with the purchase of the Notes;

(3) we have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed decision concerning the purchase of the Notes, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals

concerning the purpose for which the proceeds of the Notes will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Notes;

(4) we are purchasing the Notes for our own account as evidence of a privately placed and negotiated bank loan and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Notes, or any part or interest thereof, except to persons who are able to and do confirm in writing to us and to you the representations contained in paragraphs (1) through (3) and this paragraph to the same extent as if such paragraphs referred to such persons;

(5) we further acknowledge that we are responsible for consulting with our advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, we may have with respect to subsequent purchasers of the Notes if and when any such future disposition of the Notes may occur;

(6) we understand that the Notes (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable;

(7) we understand that the District is not required to make any continuing disclosure pursuant to Rule 15c2-12(b) (the “Rule”) of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, because the Notes are being sold pursuant to a private placement with the Initial Purchaser (as defined in the Resolution); provided, however, the District will provide the Initial Purchaser with its audited annual financial statements within 270 days after each fiscal year end and any other financial information (that is normally and regularly prepared in the ordinary course of business by the District in a written format) regarding the District that the Initial Purchaser may reasonably request from time to time while the Notes remain outstanding;

(8) we hereby verify our company and our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Purchase and Investment Letter is a contract for goods or services, will not boycott Israel during the term of this Purchase and Investment Letter. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. We understand ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with our company and exists to make a profit;

(9) we represent that neither our company nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes our company and each parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. We understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with our company and exists to make a profit; and

(10) we understand and agree that the foregoing representations and warranties will be relied upon by Winstead PC, Bond Counsel to the District, in rendering its opinion on the exemption of the Notes from the registration requirements under existing federal and state securities laws.

This letter may be executed in multiple counterparts.

Very truly yours,

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED this 18th day of November, 2020.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT C

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of December 1, 2020 (this “Agreement”), by and between the SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (the “District”), and _____ a, a banking association duly organized and existing under the laws of _____ and authorized to transact business in the State of Texas (the “Bank”).

RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of its “South San Antonio Independent School District Maintenance Tax Notes, Series 2020” (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the Resolution (hereinafter defined);

WHEREAS, the District has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The District hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the District the principal of and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Resolution.

The District hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the District books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Resolution.

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

Section 1.02. Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the District hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the District on or before 90 days prior to the close of the Fiscal Year of the District, and shall be effective upon the first day of the following Fiscal Year.

In addition, the District agrees to reimburse the Bank, upon its request, for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the

provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the District in writing of any change in location of the Bank Office.

“Bank Principal Payment Office” means _____.

“Board” means the Board of Trustees of the South San Antonio Independent School District.

“Financial Advisor” means RBC Capital Markets, LLC, San Antonio, Texas.

“Fiscal Year” means the fiscal year of the District, ending August 31.

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

“District Request” means a written request or order signed in the name of the District by the Superintendent of Schools of the District, the Chief Financial Officer of the District, the President of the Board of the District, or the Secretary of the Board of the District, any one or more of said officials, delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision of a government.

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

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

“Resolution” means the resolution of the governing body of the District pursuant to which the Securities are issued, certified by the Secretary of the Board or any other officer of the District, and delivered to the Bank.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE III. PAYING AGENT/REGISTRAR

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

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The District hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the District at the Bank Principal Payment Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

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

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

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days

after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities. At any time when the Securities are not subject to a book-entry-only system of registration and transfer, the District shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

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

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

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

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than an authorized officer or employee of the District or to another Person, upon receipt of an District Request, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the District so that the District may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Securities. All Securities surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Securities previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Bank. All cancelled Securities held by the Bank shall be destroyed, and evidence of such destruction furnished to the District at such reasonable intervals as it determines subject to applicable rules and regulations of the Securities and Exchange Commission.

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

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated

Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the District and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

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

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the District's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the District as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by District.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank shall use its best efforts to perform its obligations hereunder, including the timely taking of action as required hereunder, provided, however, that the Bank shall not be liable for its failure to meet such deadlines, except such failure as shall result from its negligence or willful misconduct.

(h) The Bank shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own negligence or willful misconduct. IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF THE BANK HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

Section 5.03. Recitals of District. The recitals contained herein with respect to the District and in the Securities shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the District, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

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

Section 5.05. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the District and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the District and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Resolution to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has

become due and payable will be paid by the Bank to the District, and the Holder of such Security shall thereafter look only to the District for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the District does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.06. Indemnification. To the extent permitted by law, the District agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the District are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The District and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

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

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the District, to report to the owners of the Certificates and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Certificates and (ii) the amount of interest or amount treating as interest on the Certificates and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the District shall bind its successors and assigns, whether so expressed or not. Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers; discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

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

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the District and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and District mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

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

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

Section 6.11. Force Majeure. In no event shall the Bank be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Bank's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Bank's control whether or not of the same class or kind as specifically named above.

Section 6.12. Anti Boycott Verification. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to

the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of this page intentionally left blank.]

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

By _____

Title _____

Address: _____

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

Attest:

**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By _____
Secretary, Board of Trustees

(DISTRICT SEAL)

By _____
President, Board of Trustees
Address: 1450 Gillette Boulevard
San Antonio, Texas 78224

SCHEDULE A

Paying Agent/Registrar Fee Schedule

[None]