

# **Public Notice of Special Called Meeting**

## **The Board of Trustees**

## **Copperas Cove Independent School District**

A Special Called Meeting of the Board of Trustees of Copperas Cove Independent School District will be held Monday, November 2, 2026, beginning at 5:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order
2. Mission Statement
3. Citizen Comments
4. Administrative Report
  - Doug Witt - SAMCO Financial CCISD Financing Plan
- 5.
6. Action Item(s)
  - A) Consideration and Approval of an Order Authorizing Issuance, Sale and Delivery of Unlimited Tax School Building Bonds, Appointing a Pricing Officer and Delegating to the Pricing Officer Authority to Approve the Sale of Bonds, Establishing Certain Parameters for the Approval of Such Matters, Levying an Annual Ad Valorem Tax for the Payment of Bonds and Other Provisions Relating Thereto
7. Closed Session:

Section 551.074, Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee; or to Hear a Complaint or Charge Against an Officer or Employee

  - Level 3 employee grievance concerning complaint against a school Board member

8. Section 551.071, Consultation with Attorney: A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter
  - Consultation with legal counsel regarding Level 3 employee grievance
- 9.
10. Reconvene in Open Session
  - A) Consideration of and Board Action, if any, on Level 3 Employee Grievance
11. Adjourn

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:  
October 27, 2026

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For the Board of Trustees

## CERTIFICATE FOR ORDER

STATE OF TEXAS                                                         §  
COUNTIES OF CORYELL AND BELL                                 §  
COPPERAS COVE INDEPENDENT SCHOOL DISTRICT              §

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We, the undersigned officers of the Board of Trustees of Copperas Cove Independent School District (the “**Board**”), hereby certify as follows:

1. The Board of the Copperas Cove Independent School District (the “***District***”) convened in a special meeting on the 2nd day of November, 2026, at the regular meeting place thereof, within the District, and the roll was called of the duly constituted officers and members of said Board, to-wit:

|                  |                              |
|------------------|------------------------------|
| Joan Manning     | President                    |
| John Gallen      | Vice President and Secretary |
| Sherry Hoffpauir | Trustee                      |
| Timothy Traeger  | Trustee                      |
| Samantha Wilson  | Trustee                      |
| Jeff Gorres      | Trustee                      |
| Mike Wilburn     | Trustee                      |

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

**AN ORDER BY THE BOARD OF TRUSTEES OF THE COPPERAS COVE  
INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE,  
SALE AND DELIVERY OF UNLIMITED TAX SCHOOL BUILDING  
BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO  
THE PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE  
OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE  
APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD  
VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND  
ENACTING OTHER PROVISIONS RELATING THERETO**

(the “**Order**”) was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, said motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES:            NOES:            ABSTENTIONS:

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

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
President, Board of Trustees

[DISTRICT SEAL]

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ORDER  
AUTHORIZING THE ISSUANCE OF

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS,  
SERIES 2027

Adopted: November 2, 2026

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**AN ORDER BY THE BOARD OF TRUSTEES OF THE COPPERAS COVE INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UNLIMITED TAX SCHOOL BUILDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO**

STATE OF TEXAS §  
COUNTIES OF CORYELL AND BELL §  
COPPERAS COVE INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees (the “**Board**”) of the Copperas Cove Independent School District (the “**District**”) called an election (the “**Election**”) for the purpose of obtaining the approval of the resident, qualified electors in the District regarding the issuance of bonds; and

WHEREAS, the Election was held on November 4, 2025, in accordance with the Constitution and the general laws of the State of Texas, including the Texas Election Code, and upon canvassing the Election returns, the Board found that the resident, qualified electors in the District authorized the issuance of bonds as authorized by the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, as set forth in the following schedule:

| <b>November 4, 2025<br/>Election</b> | <b>Purpose</b>                                                                                                                                                                            | <b>Amount Voted</b> |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Proposition A                        | For the construction, renovation, improvement, acquisition, expansion, and equipment of school buildings in the district, including necessary sites, and the purchase of new school buses | \$142,301,029       |
| Proposition B                        | For the construction, renovation, improvement, acquisition, expansion, a multisport locker room renovation and addition, and a fine arts addition and renovation                          | \$12,211,764        |
| Proposition C                        | For the construction, renovation, improvement, acquisition, expansion, and a multi-purpose field and cover                                                                                | \$11,233,200        |

; and

WHEREAS, the District has previously issued one installment of bonds authorized by the Election in the aggregate amount of \$79,512,793 (being the principal amount of \$79,110,000, plus \$402,793 in premium charged against voted authority), as follows:

| <b>Proposition</b> | <b>Amount Authorized</b> | <b>Principal Amount Previously Issued</b> | <b>Premium Allocated to Voted Authority</b> | <b>Principal Amount Being Issued</b> |
|--------------------|--------------------------|-------------------------------------------|---------------------------------------------|--------------------------------------|
| A                  | \$142,301,029            | \$66,960,097.91                           | \$340,931.09                                | \$75,000,000.00                      |
| B                  | 12,211,764               | 12,149,902.09                             | 61,861.91                                   | 0.00                                 |
| C                  | --                       | --                                        | --                                          | --                                   |
| TOTAL              | \$154,512,793            | \$79,110,000.00                           | \$402,793.00                                | \$75,000,000.00                      |

, leaving \$75,000,000 in authorized but unissued bonds from the Election; and

WHEREAS, the Board now deems it necessary and advisable to authorize, issue and deliver one or more series of bonds for the purposes authorized by the Election, each in one or more installments when, in the judgment of the Board, funds are needed to accomplish the purposes such bonds are voted to finance;

WHEREAS, after issuance of the Bonds (as defined herein), there will remain no authorized but unissued bonds pursuant to the authority of the Election; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and, therefore, the District qualifies as an "Issuer" under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to the authority provided by the Acts (as defined herein), the Board deems it necessary and in the best interest of the District and its citizens to authorize the Pricing Officer (hereinafter designated) to execute one or more Pricing Certificates within the parameters established herein with respect to the issuance of the Bonds; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

## **ARTICLE I**

### **DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

**“Adjustable Rate Bonds”** means the “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate)” (and the sequence beginning with “Series 2027C” and continuing alphabetically thereafter for additional series of Bonds issued concurrently with or after the Series 2027B Bonds issued pursuant to this Order), or otherwise as determined by the Pricing Officer in the Pricing Certificate.

**“Acts”** means Chapter 1371, Texas Government Code, as amended, and Chapter 45 Texas Education Code, as amended.

**“Attorney General”** means the Office of the Attorney General of the State of Texas.

**“Authorized Denomination”** means any authorized denomination established in a Pricing Certificate.

**“Authorized Officer”** means the Superintendent of Schools of the District.

**“Board”** means the Board of Trustees of the District.

**“Bond”** or **“Bonds”** means, together, the “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027A (Fixed Rate)” and the “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate)” (and the sequence beginning with “Series 2027C” and continuing alphabetically thereafter for additional series of Bonds issued concurrently with or after the first series issued pursuant to this Order), authorized in this Order, unless the context clearly indicates otherwise, or otherwise as determined by the Pricing Officer in the applicable Pricing Certificate.

**“Business Day”** means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

**“Closing Date”** means the date of the initial delivery of the Bonds to the Underwriters.

**“Code”** means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

**“Comptroller”** means the Comptroller of Public Accounts of the State of Texas.

**“Debt Service”** means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, in each case, payable at the times and in the manner provided herein.

**“Debt Service Fund”** means a special interest and sinking fund created solely for the benefit of the Bonds, which shall be established and maintained by the District pursuant to **Section 2.02** of this Order.

**“District”** means the Copperas Cove Independent School District, and any successor to its duties and functions.

“**DTC**” means The Depository Trust Company of New York, New York, or any successor securities depository.

“**DTC Participant**” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“**EMMA**” means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

“**Financial Obligation**” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” does not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“**Fiscal Year**” means such fiscal year of the District as shall be set from time to time by the Board.

“**Fitch**” shall mean Fitch Ratings, Inc., and its successors and assigns.

“**Fixed Rate Bonds**” means the “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027A (Fixed Rate),” or otherwise as determined by the Pricing Officer in the Pricing Certificate.

“**Government Securities**” means (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (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 of their acquisition or purchase by the District are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

“**Highest Rate**” means the rate specified in the Pricing Certificate for the Adjustable Rate Bonds.

“**Initial Adjustable Rate Bond**” means the initial Adjustable Rate Bond authorized by **Section 3.02(a)(ii)** of this Order.

“**Initial Bonds**” means, together, the Initial Fixed Rate Bond and the Initial Adjustable Rate Bond.

**“Initial Fixed Rate Bond”** means the Initial Fixed Rate Bond authorized by **Section 3.02(a)(i)** of this Order.

**“Initial Rate Period”** means the period specified in the Pricing Certificate for the Adjustable Rate Bonds.

**“Interest Payment Date”** means the date or dates specified in the applicable Pricing Certificate.

**“Moody’s”** shall mean Moody’s Investors Service, Inc., and its successors and assigns.

**“MSRB”** means the Municipal Securities Rulemaking Board.

**“Order”** as used herein and in the Bonds means this order authorizing the Bonds.

**“Owner”** means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

**“Paying Agent/Registrar”** means a person, including a trust company or commercial bank, authorized to serve as paying agent and registrar for the Bonds under Texas law, as determined by the Pricing Officer in each Pricing Certificate, serving in the capacity of paying agent and registrar for the Bonds.

**“Paying Agent/Registrar Agreement”** means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds, in substantially the form attached hereto as **Exhibit B**.

**“Pricing Certificate”** means one or more certificates signed by a Pricing Officer and containing the information regarding each of the Fixed Rate Bonds and the Adjustable Rate Bonds, substantially in the forms set out in **Exhibit A-1** and **Exhibit A-2** hereto, together with such modifications deemed necessary or appropriate by the Pricing Officer, or a certificate signed by a Pricing Officer in connection with the remarketing or conversion of or other change to the Adjustable Rate Bonds in accordance with the provisions of this Order.

**“Pricing Officer”** means the Superintendent or the Business Manager, each of whom is independently authorized to finalize the terms of sale of the Bonds by execution of each Pricing Certificate.

**“Purchase Agreement”** shall mean the agreement, contract or investment letter, if any, between the District and the Underwriters providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to **Section 3.02(e)** of this Order

**“Rating Agency”** means any one or more of Moody’s, S&P and Fitch.

**“Remarketing Agent”** means the Remarketing Agent for the Adjustable Rate Bonds designated in the Pricing Certificate, if any, or any successor thereto.

**“Remarketing Agreement”** means any remarketing agreement between the District and the Remarketing Agent pertaining to the Adjustable Rate Bonds.

**“Record Date”** means the means the date or dates specified in the applicable Pricing Certificate.

**“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 of the Bonds registered to, each Owner.

**“Representation Letter”** means the Blanket Letter of Representations between the District and DTC.

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

**“S&P”** shall mean S&P Global Ratings and its successors and assigns.

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

**“Special Record Date”** means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in **Section 3.08** of this Order.

**“State”** means the State of Texas.

**“Tender Agent”** means the Tender Agent for the Adjustable Rate Bonds designated in the Pricing Certificate, or any successor thereto.

**“Tender Agent Agreement”** means the Tender Agent Agreement among the District, the Tender Agent and the Remarketing Agent relating to the Adjustable Rate Bonds, in substantially the form attached hereto as **Exhibit C**.

**“Underwriter”** or **“Underwriters”** means either: (i) the underwriting syndicate named on the cover page of the applicable Official Statement authorized pursuant to **Section 9.04** hereof or (ii) the winning bidder of any competitive sale as described in **Section 3.02(e)** hereof, as determined in the applicable Pricing Certificate.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of

the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neutral genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

## **ARTICLE II**

### **SECURITY FOR THE BONDS**

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is Outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollar (\$100.00) valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the Debt Service Fund; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any moneys received by the District with respect to the Bonds as State assistance pursuant to the instructional allotment or as State assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, as amended, shall be deposited into the Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively, as amended. The District will take into account the balance in the Debt Service Fund when it sets its debt service (“**I&S**”) tax rate each year.

Section 2.02. Debt Service Fund. The District hereby creates and establishes the Debt Service Fund for the Bonds. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying interest on and principal of the Bonds.

Section 2.03. Perfection of Lien. Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under this Section, and is therefore valid, effective, and perfected. If State law is amended at any time while

the Bonds are Outstanding and unpaid so that the pledge of the taxes granted by the District under this Section is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code then, in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

### **ARTICLE III**

#### **AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS**

Section 3.01. Authorization; Purposes. The Bonds shall be issued in fully-registered form in a maximum aggregate principal amount, including any premium counted against voted authorization, not to exceed \$75,000,000 authorized by the Election for the purposes of (i) construction, renovation, improvement, acquisition, and equipment of school buildings in the District, including necessary sites and the purchase of new school buses; (ii) construction, renovation, improvement, acquisition, and expansion of school buildings in the District, including a multisport locker room renovation and addition, and a Fine Arts addition and renovation; (iii) paying capitalized interest on the Bonds; and (iv) paying the costs of issuing the Bonds, in accordance with the authority conferred at the aforesaid Election and in conformity with the Constitution and laws of the State, particularly Chapter 1371, Texas Government Code, as amended, and Chapter 45, Texas Education Code, as amended.

Section 3.02. Delegation of Authority to Pricing Officer. As authorized by Chapter 1371, Texas Government Code, as amended, a Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series and at the same time or different times, and carrying out the other procedures specified in this Order. The authority granted to the Pricing Officer hereunder shall expire at 11:59 p.m. on the first anniversary of the date of adoption of this Order (the “**Expiration Date**”). Bonds sold pursuant to a Purchase Agreement in a negotiated sale of the Bonds executed on or before the Expiration Date or a bid accepted in a competitive sale of the Bonds accepted in writing on or before the Expiration Date may be delivered after such date. The Pricing Officer’s authority to sell and deliver the Bonds is subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds may be issued as Fixed Rate Bonds and/or Adjustable Rate Bonds.

(i) Fixed Rate Bonds.

(A) Fixed Rate Bonds shall be designated as “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027A (Fixed Rate),” or otherwise as determined by the Pricing Officer in the Pricing Certificate.

(B) The Initial Fixed Rate Bond, if any, shall be numbered I-1 and all other Fixed Rate Bonds shall be numbered in sequence beginning with R-1. Fixed Rate Bonds delivered on transfer of or in exchange for other Fixed Rate Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) Adjustable Rate Bonds.

(A) Adjustable Rate Bonds shall be designated as “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate)” (and the alphabetical sequence of “Series 2027C” and upwards for series of Bonds issued concurrently with or after the first series pursuant to this Order), or otherwise as determined by the Pricing Officer in the Pricing Certificate.

(B) The Initial Adjustable Rate Bond, if any, shall be numbered IAR-1 and all other Adjustable Rate Bonds shall be numbered in sequence beginning with AR-1. Adjustable Rate Bonds delivered on transfer of or in exchange for other Adjustable Rate shall be numbered in order of their authentication by the Paying Agent/Registrar, shall mature on the dates and in the amounts set forth in the Pricing Certificate, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(b) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Pricing Certificate payable on each Interest Payment Date.

(c) Selling and Delivering Bonds. The Pricing Officer shall determine whether the Bonds will be issued as Fixed Rate Bonds and/or Adjustable Rate Bonds and the principal amounts of each.

(i) With regard to Fixed Rate Bonds, the Pricing Officer shall determine any mandatory sinking fund redemption provisions for the Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Fixed Rate Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(A) the aggregate principal amount of all Bonds authorized to be issued pursuant to this Order shall not exceed \$75,000,000;

(B) no Bond shall mature more than 29 years after its date of delivery and issuance; and

(C) the true interest rate (federal arbitrage yield) on the Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 6.00% per annum.

(ii) With regard to Adjustable Rate Bonds, the Pricing Officer shall determine the rate or rates of interest to be borne on the principal amount of each stated maturity of the Adjustable Rate Bonds, the length of the Initial Rate Period, or Initial Rate Periods (as is the case if the Adjustable Rate Bonds are structured as one or more Term Bonds having Initial Rate Periods of different durations and bearing interest at different applicable Initial Rates during each of such Initial Rate Periods), and the Stepped Rate applicable to the Adjustable Rate Bonds; the redemption and mandatory tender provisions (including the determination of a mandatory redemption schedule or schedules) for the Adjustable Rate Bonds, the Dated Date for the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(A) the aggregate principal amount of all Bonds authorized to be issued pursuant to this Order shall not exceed \$75,000,000;

(B) no Bond shall mature more than 29 years after its date of delivery and issuance, [and the duration of any Initial Rate Period applicable to the Bonds shall not exceed 10 years]; and

(C) the interest rate or rates and Stepped Rate, respectively, applicable to the Bonds during (or after, as the case may be) the Initial Rate Period shall not exceed the Highest Rate.

(d) The Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the District's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

(e) Sale of the Bonds.

(i) A Pricing Officer, acting severally and individually, is authorized to determine whether each series of Bonds will be sold by means of a negotiated sale or a competitive sale. As applicable, a Pricing Officer, acting severally and individually, is authorized to: (a) designate in a Pricing Certificate and Purchase Agreement the senior managing underwriter for the Bonds and such additional underwriters as he or she deems appropriate; or (b) designate in a Pricing Certificate and by means of acceptance of a bid, the Underwriter in a competitive sale as he or she deems appropriate, in each case to assure that the Bonds are sold on the most advantageous terms to the District; and, a Pricing Officer, acting severally and individually, for and on behalf of the District, is authorized to execute and deliver the Purchase Agreement or Underwriter's bid providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to this Section. Each Purchase Agreement or Underwriter's bid shall be substantially in the form and substance previously approved by the Board or commonly approved by other boards of trustees (as determined by Co-Bond Counsel) in connection with the authorization of unlimited tax bonds with such changes as are acceptable to a Pricing Officer.

(ii) The obligation of the Underwriters to accept delivery of the Bonds shall be subject to the Underwriters being furnished with the final, approving opinion of FBT Gibbons LLP, Houston, Texas, and Powell Law Group, LLP, Austin, Texas, Co-Bond Counsel to the District, which opinion shall be dated as of and delivered on the date of delivery of each series of Bonds to the Underwriters.

Section 3.03. Execution of Bonds; Seal. The Bonds shall be signed by the President or the Vice President of the Board and countersigned by the Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 3.04. Approval by Attorney General; Registration by Comptroller. The Initial Bonds shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or the Vice President and the Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the forms provided in Exhibit A to each of **Exhibit A-1** and **Exhibit A-2** of this Order, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

Section 3.05. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A to each of **Exhibit A-1** and **Exhibit A-2** of this Order, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that each Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.06. Payment of Principal and Interest. Upon the selection and approval by a Pricing Officer in the Pricing Certificate, the Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as **Exhibit B**, which is hereby authorized and approved by the Board and which a Pricing Officer is hereby authorized to execute. The Pricing Officers of the District, acting severally and individually, are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement,

the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of **Section 3.09** of this Order, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

The principal or redemption price of the Bonds 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, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Paying Agent/Registrar. The interest on each Bond shall be payable by check on the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date to the address of such Owner as shown on the Register. Any accrued interest payable at maturity or redemption on a Bond shall be paid upon presentation and surrender of such Bond at the principal payment office of the Paying Agent/Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

**Section 3.07. Successor Paying Agent/Registrars.** The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The District reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60-days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

**Section 3.08. Special Record Date.** If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage

prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

Section 3.09. Ownership; Unclaimed Principal and Interest. The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond 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 Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 3.10. Registration, Transfer and Exchange. (a) As long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

(b) Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds of the same type, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

(c) All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(d) The District or the Paying Agent/Registrar may require the Owner of any Bond 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 Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

(e) Following a Fixed Rate Conversion Date, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Adjustable Rate Bond called for redemption prior to maturity, in whole or in part, within thirty (30) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(f) The Paying Agent/Registrar shall not be required to transfer or exchange any Fixed Rate Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.11. Cancellation. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

Section 3.12. Mutilated, Lost or Stolen Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Paying Agent/Registrar.

(b) If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(i) furnish to the District and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(iv) meet any other reasonable requirements of the District and the Paying Agent/Registrar.

(c) If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

(e) Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.13. Book-Entry-Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in **Section 3.15** hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

(c) Except as provided in **Section 3.15** of this Order, the District, the Tender Agent and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal, of premium, if any, or interest on the Bonds for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar

shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, of premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order

Section 3.14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such, successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.15. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal, to premium, if any, and to or interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 3.16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds in the applicable Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after

the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 3.17. Use of Proceeds. Proceeds from the sale of each series of the Bonds shall, promptly upon receipt by the District, be applied as set forth in the respective Price Certificate.

## ARTICLE IV

### FORM OF THE BONDS

Section 4.01. Form Generally. (a) The forms of the Fixed Bonds and the Adjustable Rate Bonds, including the Registration Certificate of the Comptroller to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the form set forth in Exhibit A to the respective Price Certificate attached hereto as **Exhibit A-1** and **Exhibit A-2**, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 4.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect with regard to the legality thereof and neither the District nor Co-Bond Counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

## ARTICLE V

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 5.01. Other Representations and Covenants. (a) The District shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Order and in each Bond; the District shall promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District shall, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 5.02. Covenants to Maintain Tax-Exempt Status.

(a) The District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and all applicable temporary, proposed and final regulations (the “**Regulations**”) and procedures promulgated thereunder and applicable to the Bonds; the District also covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants.

(b) The District will use all of the proceeds of the Bonds to: (i) provide funds for the purposes described in **Section 3.01** hereof and (ii) pay the costs of issuing the Bonds. The District will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the District or a related person.

(c) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(d) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.

(e) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(f) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the District will make such payments as are necessary to cause the yield on all yield-restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(g) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally-guaranteed” obligations for purposes of Section 149(b) of the Code.

(h) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issuance of the Bonds.

(i) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six (6) years after the day on which the last outstanding Bonds are discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(j) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s length and had the yield on the Bonds not been relevant to either party.

(k) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(l) The District will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(m) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District’s expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(n) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

(o) In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District’s representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

## **ARTICLE VI**

### **DEFEASANCE**

Section 6.01. Defeasance. The District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller of the State of Texas either:

(a) cash in an amount equal to the principal amount of and interest on the Bonds to the date of maturity or earlier redemption, if any, or

(b) pursuant to an escrow or trust agreement, cash and/or Defeasance Securities, which, in the case of Defeasance Securities, may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or

reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest on the Bonds to the date of maturity or earlier redemption, if any;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

## **ARTICLE VII**

### **PERMANENT SCHOOL FUND GUARANTEE**

Section 7.01. Permanent School Fund Guarantee. In the event that the Bonds are guaranteed by Permanent School Fund of the State of Texas, the District's application and payment of a fee for a guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas is hereby authorized, approved, ratified and confirmed. The appropriate officials and representatives of the District are hereby authorized and directed to execute such documents and certificates and to do any and all things necessary or desirable to obtain such guarantee, and the printing on the Bonds of an appropriate legend or statement regarding such guarantee, as provided by the Texas Education Agency, is hereby approved.

The District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Paying Agent/Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

## **ARTICLE VIII**

### **CONTINUING DISCLOSURE UNDERTAKING**

Section 8.01. Annual Reports. The District shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year, all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized in **Section 9.04** of this Order in APPENDIX A thereto and the information in APPENDIX D thereto to the extent that such information and financial statements are customarily prepared by the District, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements

so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

(a) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it has been filed with the MSRB or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

#### Section 8.02. Notices of Certain Events.

(a) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;

- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the District;
- (13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

For these purposes, any event described in Subsection (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

For purposes of the events identified in Subsections (15) and (16) of this Section and in the definition of Financial Obligation, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “**2018 Release**”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of certain events in accordance with **Section 8.01** and Subsection (a) above. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 8.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for as long as, but only for as long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule.

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

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

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under this Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under federal and State securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law or a change in the identity, nature, status or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with **Section 8.01** herein an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE IX

### PAYING AGENT/REGISTRAR; REMARKETING AGENT; TENDER AGENT

Section 9.01. Appointment of Initial Paying Agent/Registrar. The District hereby authorizes each Pricing Officer to identify and select the Paying Agent/Registrar Agent for the Bonds, and the Paying Agent/Registrar Agreement in substantially the form approved by a Pricing Officer (to be evidenced by such Pricing Officer's execution thereof) is hereby approved and authorized to be executed by such Pricing Officer for and on behalf of the District and the Board. Such Agreement, as executed by such Pricing Officer, shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and the Board.

Section 9.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 9.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under **Section 9.02** of this Order. Each Pricing Officer is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the District and the Paying Agent/Registrar.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 9.04. Termination. The District, upon not less than forty-five (45) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering written notice of such termination.

Section 9.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first-class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 9.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 9.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 9.08. Appointment of Initial Tender Agent. The District hereby authorizes each Pricing Officer to identify and select the initial Tender Agent for the Adjustable Rate Bonds. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement, the execution of which is hereby approved. Additionally, each Pricing Officer is hereby authorized and directed to execute and deliver the Tender Agent Agreement in substantially the form approved by a Pricing Officer (to be evidenced by such Pricing Officer's execution thereof), for and on behalf of the District and this Board, and such Tender Agent Agreement, as executed by such Pricing Officer shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Adjustable Rate Bonds.

Section 9.09. Maintaining Remarketing Agent and Tender Agent.

(a) The District need not maintain a Remarketing Agreement for the Adjustable Rate Bonds during the Initial Rate Period or any Term Rate Period so long as the Board, in the order required under Paragraph 6(c) of the Pricing Certificate identifies and names therein the party to serve as Remarketing Agent in connection with the conversion in such order contemplated and at such time executes a Remarketing Agreement evidencing the Remarketing Agent's agreement to serve in such capacity in addition to the terms governing such agreement. No resignation or removal of the Remarketing Agent (if required to be maintained) or Tender Agent shall become effective until a successor has been appointed and accepted such appointment. Any successor Tender Agent shall have capital of not less than \$50,000,000.

(b) Promptly upon each change in the entity serving as Remarketing Agent or Tender Agent, the District will cause notice of such change to be sent to each Owner by first-class mail.

Section 9.10. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the President of the Board and the Superintendent are hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President or the Superintendent, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any material changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

Section 9.11. Official Statement. The District hereby approves the form and content and distribution of any Notice of Sale and Preliminary Official Statement prepared in the initial offering and sale of the Bonds and any final Official Statement reflecting the terms of the Purchase

Agreement, in the case of a negotiated sale, or the Underwriter's bid, in the case of a competitive sale, and other relevant information, all as determined by a Pricing Officer. The use of such Notice of Sale, Preliminary Official Statement and final Official Statement by the Financial Advisor and Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

Section 9.12. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 9.13. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

## **ARTICLE X**

### **MISCELLANEOUS**

Section 10.01. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or the Vice President and Secretary of the Board, the Superintendent and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

Section 10.02. Order a Contract – Amendments. This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate a majority of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of or interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 10.03. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the President of the Board and the Superintendent are hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the

documents attached hereto as exhibits as, in the judgment of the President or the Superintendent, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any material changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

Section 10.04. Official Statement. The District hereby approves the form and content and distribution of any Notice of Sale and Preliminary Official Statement prepared in the initial offering and sale of the Bonds and any final Official Statement reflecting the terms of the Purchase Agreement, in the case of a negotiated sale, or the Underwriter's bid, in the case of a competitive sale, and other relevant information, all as determined by a Pricing Officer. The use of such Notice of Sale, Preliminary Official Statement and final Official Statement by the Financial Advisor and Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

Section 10.05. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 10.06. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 10.07. Effective Date. This Order shall be in full force and effect from and upon its adoption.

Section 10.08. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 10.09. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 10.10. Recitals. The recitals to this Order are hereby approved by the Board and incorporated into and made a part of this Order.

Section 10.11. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**PASSED, APPROVED AND EFFECTIVE** on \_\_\_\_\_, 2026.

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Secretary, Board of Trustees  
Copperas Cove Independent School District

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President, Board of Trustees  
Copperas Cove Independent School District

[DISTRICT SEAL]

**EXHIBIT A-1**

**FORM OF FIXED RATE PRICING CERTIFICATE**

## OFFICER'S PRICING CERTIFICATE

### COPPERAS COVE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2027A (FIXED RATE)

THIS OFFICER'S PRICING CERTIFICATE (the "**Pricing Certificate**") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2027, by the undersigned Superintendent, as Pricing Officer of the Copperas Cove Independent School District (the "**District**"), pursuant to the authorization contained in the Order of the Board of Trustees adopted on November 2, 2026 (the "**Order**"), authorizing the issuance of the Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027A (Fixed Rate) (the "**Series 2027A Bonds**") and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

#### 1. TERMS OF THE BONDS

1. The Series 2027A Bonds are hereby sold and shall be delivered to \_\_\_\_\_ (the ["**Underwriter**"] ["**Representative**"]) and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (together with the Representative, the "**Underwriters**"), for a cash price of \$\_\_\_\_\_ (being the par amount of the Series 2027A Bonds, plus a [net] reoffering premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_, according to terms provided in this Pricing Certificate.

2. The aggregate principal amount of the Series 2027A Bonds shall be \$\_\_\_\_\_, which is an amount sufficient to provide for the purposes for which the Series 2027A Bonds are authorized and to pay costs of issuing the Series 2027A Bonds.

3. The Series 2027A Bonds shall be dated \_\_\_\_\_, 2027. The Closing Date for the Series 2027A Bonds shall be \_\_\_\_\_, 2027.

4. Definitions. Capitalized terms not otherwise defined below and in this Pricing Certificate shall have the meanings assigned to them in the Order.

(a) "**Interest Payment Date**" means February 15 and August 15 of each year, commencing \_\_\_\_\_, 2027, until stated maturity or prior redemption.

(b) "**Outstanding**" means, as of a particular date, all Series 2027A Bonds theretofore and thereupon delivered pursuant to this Order excluding (a) any Series 2027A Bond canceled by or on behalf of the District at or before such date, (b) any Series 2027A Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law, and (c) any Series 2027A Bond in lieu of or in substitution for which a replacement Series 2027A Bond shall have been delivered pursuant to this Order.

(c) "**Record Date**" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

5. \_\_\_\_\_, is hereby appointed as Paying Agent/Registrar.

6. Interest Payments; Use of the Book-Entry Only System. Interest on the Series 2027A Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall accrue from the date of the initial delivery of the Series 2027A Bonds. The initial interest payment date for the Series 2027A Bonds shall be \_\_\_\_\_, 2027, and interest on the Series 2027A Bonds shall be payable on each February 15 and August 15 thereafter until maturity or prior redemption

Interest and principal payments will be made by the Paying Agent/Registrar, \_\_\_\_\_, pursuant to the Book-Entry Only System as described in Section 3.13 of the Order.

7. Maturities, Amounts and Interest Rates.

(a) The Series 2027A Bonds shall mature and be payable on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

| <u>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> |
|-----------------|-----------------------------|--------------------------|
|-----------------|-----------------------------|--------------------------|

(b) Interest on the Series 2027A Bonds shall accrue from the Closing Date and shall be payable on \_\_\_\_\_, 2027, and on each February 15 and August 15 thereafter.

(c) The Series 2027A Bonds shall bear interest calculated on the basis of a 360-day year of twelve 30-day months from the Record Dates to their respective dates of maturity, or redemption prior to maturity, at the rate per annum for each respective maturity specified in the schedule contained in Subparagraph (a) above.

(d) The debt service requirements of the Series 2027A Bonds are set forth in Exhibit A attached hereto.

8. Redemption Provisions.

(a) Optional Redemption. The Series 2027A Bonds maturing on and after February 15, 20\_\_, are subject to optional redemption, in whole or, from time to time, in part, prior to their respective scheduled maturities on February 15, 20\_\_, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption/

(b) Mandatory Redemption. The Series 2027A Bonds maturing on February 15, 20\_\_ (the “**Term Bonds**”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

| <u>_____ % TERM BOND DUE</u> |                         |
|------------------------------|-------------------------|
| <u>FEBRUARY 15, 20__</u>     |                         |
| <u>Redemption Date</u>       | <u>Principal Amount</u> |

\*  
\_\_\_\_\_  
\*Stated Maturity

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity that, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing above and have not been credited against a mandatory redemption requirement.

(c) Selection of Series 2027A Bonds for Redemption. If fewer than all of the Series 2027A Bonds are to be redeemed, the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Series 2027A Bonds for redemption

(d) Notice of Redemption. Not fewer than thirty (30) days prior to a redemption date for the Series 2027A Bonds, a notice of redemption shall be sent by United States mail, first- class postage prepaid, to the Holder of each Series 2027A Bond to be redeemed, in whole or in part, at the address of the Holder appearing on the Register at the close of

business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Series 2027A Bonds, (ii) identify the Series 2027A Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Series 2027A Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Series 2027A Bonds, or the principal amount thereof to be redeemed, shall be made at the designated payment/transfer office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Series 2027A Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Series 2027A Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Series 2027A Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Series 2027A Bonds, unless certain prerequisites to such redemption required by the Order and this Pricing Certificate have been met and moneys sufficient to pay the redemption price of the Series 2027A Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and/or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Series 2027A Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Series 2027A Bonds have not been redeemed.

9. Deposit of Series 2027A Bond Proceeds. Proceeds from the sale of the Series 2027A Bonds shall, promptly upon receipt by the District, be applied as follows: (i) an amount equal to the cost of issuance of the Series 2027A Bonds, as approved by the District, shall be applied to pay such costs as the District may arrange; (ii) proceeds in the amount of \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ par amount of Series 2027A Bonds plus \$\_\_\_\_\_ of premium generated on the sale of the Series 2027A Bonds, less an Underwriter's discount of \$\_\_\_\_\_ plus accrued interest in the amount of \$\_\_\_\_\_) shall be used for the authorized purposes described in Section 3.01 of the Order; and (iii) any proceeds of the Series 2027A Bonds remaining after making all such deposits and payments, together with any remaining investment earnings on such proceeds, shall be deposited into the Debt Service Fund.

10. Continuing Disclosure. Pursuant to Article VIII of the Order, the District shall provide to the MSRB each year, the updated financial information and operating data, and as provided in the Official Statement under Appendix A and in Appendix D.

11. Current Interest Series 2027A Bonds. The Series 2027A Bonds are being issued as serial and term current interest bonds.

12. Form of Series 2027A Bond. The Form of Series 2027A Bond is hereby approved and attached hereto as ***Exhibit A***.

13. Initial Series 2027A Bond. The Initial Series 2027A Bond shall be registered in the name of \_\_\_\_\_.

14. Authorization. The Series 2027A Bonds are issued as the second installment of school building bonds voted at the November 4, 2025 election pursuant to Chapter 45, Texas Education Code, and Chapter 1371, Texas Government Code, in the aggregate amount of: (i) \$142,301,029 for the construction, renovation, improvement, acquisition, expansion, and equipment of school buildings in the district, including necessary sites, and the purchase of new school buses (“***Proposition A***”); and (ii) \$12,211,764 for the construction, renovation, improvement, acquisition, expansion, a multisport locker room renovation and addition, and a fine arts addition and renovation (“***Proposition B***”). The Series 2027A Bonds issued in this second installment are comprised of \$\_\_\_\_\_ in Series 2027A Bonds from Proposition A (consisting of \$\_\_\_\_\_ par amount of Series 2027A Bonds and \$\_\_\_\_\_ of premium generated on the sale of the Series 2027A Bonds). After the issuance of the Series 2027A Bonds there shall remain \$\_\_\_\_\_ in authorized but unissued bonds from the November 4, 2025 Election.

15. Permanent School Fund Guarantee. The application and payment to the Texas Education Agency for a guarantee of the Permanent School Fund of Texas for all payments due on the Series 2027A Bond by the holders thereof is hereby approved, and all commitments, agreements (including reimbursement agreements), certificates and other documents and all other things necessary or desirable to obtain any such guarantee, and the printing on the Series 2027A Bond of an appropriate legend or statement regarding such guarantee, is hereby approved

16. Not Qualified Tax-Exempt Obligations. The Series 2027A Bonds are not designated by the District as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “***Code***”).

## II. FINDINGS AND DETERMINATIONS

17. The terms of the sale are the most advantageous reasonably available to and in the best interests of the District. The undersigned hereby finds, determines and declares that, in accordance with the requirements of the Order, this Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein, including:

(a) the aggregate principal amount of all Bonds authorized to be issued pursuant to the Order does not exceed \$75,000,000;

(b) no Series 2027A Bond matures more than 29 years after its date of delivery and issuance; and

(c) the true interest rate (federal arbitrage yield) on the Series 2027A Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 6.00% per annum.

18. In satisfaction of section 12.01.022(a)(3), Texas Government Code, as authorized by Section 3.02(d) of the Order, and upon consultation with the District's Municipal Advisor, the undersigned hereby determines that the final terms of the Series 2027A Bonds as set forth in this certificate are in the District's best interests.

19. Pursuant to Section 10.04 of the Order, and in the name of the District (i) the form and content of the Preliminary Official Statement dated \_\_\_\_\_, 202\_\_, are hereby approved by and distribution and use of such Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed and (ii) the form and content of the Official Statement dated the date hereof relating to the Series 2027A Bonds is hereby approved, and the distribution of such Official Statement in the reoffering of the Series 2027A Bonds by the Underwriters in final form is approved.

*[The remainder of this page intentionally left blank.]*

Executed this \_\_\_\_\_, 2027.

---

Pricing Officer  
Copperas Cove Independent School District

EXHIBIT A TO OFFICERS' PRICING CERTIFICATE

FORM OF BOND

(i) Form of Series 2027A Bond.

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTIES OF CORYELL AND BELL

NUMBER  
R-\_\_\_\_  
REGISTERED

PRINCIPAL AMOUNT  
\_\_\_\_\_  
REGISTERED

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2027A (FIXED RATE)

|                       |                       |                    |                   |
|-----------------------|-----------------------|--------------------|-------------------|
| <u>INTEREST RATE:</u> | <u>MATURITY DATE:</u> | <u>DATED DATE:</u> | <u>CUSIP NO.:</u> |
| _____%                | February 15, ____     | _____, 2027        | 217615 ____       |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT (the “***District***”), in the Counties of Coryell and Bell, State of Texas, for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of \_\_\_\_\_, in \_\_\_\_\_, or its successor (the “***Paying Agent/Registrar***”), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable on \_\_\_\_\_, 2027, and on each February 15 and August 15 thereafter, by check dated as of the interest payment date and mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner, as shown on the books of registration kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the principal payment office of the Paying Agent/Registrar.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$\_\_\_\_\_ (the “**Bonds**”), issued for the purposes of (i) constructing, renovating, improving, acquiring, or equipping school buildings in the District, including a junior high school and a high school and (ii) paying the costs of issuing the Bonds, in accordance with the authority conferred at the aforesaid Election and in conformity with the Constitution and laws of the State, including Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended, as described in an order adopted by the Board of Trustees of the District on November 2, 2026 (the “**Order**”), all pursuant to Chapter 45, Texas Education Code, by authority of an election held for and with the District on November 4, 2025 (the “**Election**”), and the Order.

THE BONDS maturing on and after February 15, 20\_\_, are subject to optional redemption, in whole or, from time to time, in part, prior to their respective scheduled maturities on February 15, 20\_\_, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. If fewer than all of the Bonds are to be so redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

THE BONDS SCHEDULED TO MATURE on February 15 in the years 20\_\_ and 20\_\_ (the “**Term Bonds**”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

**% TERM BOND FEBRUARY 15, 20**

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

\*

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity that, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing above and have not been credited against a mandatory redemption requirement.]

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\* Stated Maturity

NOTICE OF ANY REDEMPTION shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by U.S. mail, first-class postage prepaid, in the name of the District to each Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest that would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Paying Agent/Registrar for Bonds in the denomination of \$5,000 of the principal amount or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

**IN WITNESS WHEREOF**, the Board of Trustees of the District has caused this Bond to be 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 of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

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Secretary, Board of Trustees  
Copperas Cove Independent School District

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President, Board of Trustees  
Copperas Cove Independent School District

[District Seal]

*[The remainder of this page intentionally left blank]*

(ii) Form of Certificate of Paying Agent/Registrar

**CERTIFICATE OF PAYING AGENT/REGISTRAR**

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond that 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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(iii) Form of Assignment

**ASSIGNMENT**

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

\_\_\_\_\_  
(Please print or type name, address and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

DATED: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(iv) Initial Bond Insertions

(A) The Initial Bond shall be in the form set forth in Paragraph (i) of this Section, except that, in the event there is more than one maturity of Bonds:

(1) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. \_\_\_\_\_" deleted;

(2) in the first paragraph the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> |
|-----------------|-----------------------------|--------------------------|
|-----------------|-----------------------------|--------------------------|

(Insert information from Paragraph 7 of the Pricing Certificate); and

(3) the Initial Bond shall be numbered IRA-1.

(4) The Registered Owner for the Initial Bond shall be \_\_\_\_\_.

(B) The following Registration Certificate of the Comptroller of Public Accounts of the State of Texas shall appear on the Initial Bond:

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS**

|                           |   |                    |
|---------------------------|---|--------------------|
| OFFICE OF THE COMPTROLLER | § |                    |
| OF PUBLIC ACCOUNTS        | § | REGISTER NO. _____ |
| THE STATE OF TEXAS        | § |                    |

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(v) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

**PSF CERTIFICATE**

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Copperas Cove Independent School District of its Unlimited Tax School Building Bonds, Series 2027A (Fixed Rate), dated \_\_\_\_\_, 2027, in the principal amount of \$\_\_\_\_\_ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof, I have caused my signature to be placed in facsimile on this bond.

---

Mike Morath  
Commissioner of Education

**EXHIBIT A-2**

**FORM OF ADJUSTABLE RATE PRICING CERTIFICATE**

## OFFICER'S PRICING CERTIFICATE

### COPPERAS COVE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2027B (ADJUSTABLE RATE)

THIS OFFICER'S PRICING CERTIFICATE (the "**Pricing Certificate**") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2027, by the undersigned Superintendent, as Pricing Officer of the Copperas Cove Independent School District (the "**District**"), pursuant to the authorization contained in the Order of the Board of Trustees adopted on November 2, 2026 (the "**Order**"), authorizing the issuance of the Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate) (the "**Series 2027B Bonds**") and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

1. The Series 2027B Bonds are hereby sold and shall be delivered to \_\_\_\_\_ (the ["**Underwriter**"] ["**Representative**"]) and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (together with the Representative, the "**Underwriters**"), for a cash price of \$\_\_\_\_\_ (being the par amount of the Series 2027B Bonds, plus a [net] reoffering premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_, according to terms provided in this Pricing Certificate.

2. The aggregate principal amount of the Series 2027B Bonds shall be \$\_\_\_\_\_, which is an amount sufficient to provide for the purposes for which the Series 2027B Bonds are authorized and to pay costs of issuing the Series 2027B Bonds.

3. The Series 2027B Bonds shall be dated \_\_\_\_\_, 2027. The Closing Date for the Series 2027B Bonds shall be \_\_\_\_\_, 2027.

4. Definitions. Capitalized terms not otherwise defined below and in this Pricing Certificate shall have the meanings assigned to them in the Order.

(a) "**Conversion Date**" means, as applicable: (a) with respect to the Term Rate Bonds converted from the Initial Rate Period or a Term Rate Period to a Fixed Rate Period, the Fixed Rate Conversion Date and (b) with respect to any Term Rate Bonds converted from the Initial Rate Period or a Term Rate Period to a Term Rate Period, the Term Rate Conversion Date.

(b) "**Fixed Rate**" means the applicable per annum rate of interest a Series 2027B Bond shall bear during a Fixed Rate Period.

(c) "**Fixed Rate Conversion Date**" means the date on which the Series 2027B Bonds previously bearing interest at the Initial Rate or a Term Rate begin to bear interest at a Fixed Rate pursuant to Paragraph 7 hereof, which Fixed Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Initial Rate Period or Term Rate Period from which the conversion is made.

(d) **“Fixed Rate Period”** means the period beginning on the Fixed Rate Conversion Date for the Term Rate Bonds, and ending at the stated maturity or maturities of the Series 2027B Bonds, during which the Series 2027B Bonds bear interest at one or more Fixed Rates.

(e) **“Highest Rate”** means the lesser of (a) \_\_\_\_\_% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Texas Government Code, Section 1204.006, as amended, or the maximum net effective interest rate permitted by applicable law at the time of issuance of the Series 2027B Bonds.

(f) **“Initial Rate”** means the initial interest rate or rates the Term Rate Bonds shall bear for the Initial Rate Period and shall be the per annum rate of \_\_\_\_%.

(g) **“Initial Rate Period”** means the period during which the Term Rate Bonds bear interest at the Initial Rate commencing on the Closing Date and ending on \_\_\_\_\_, \_\_\_\_.

(h) **“Interest Payment Date”** means February 15 and August 15 of each year, commencing \_\_\_\_\_, 2027, until stated maturity or prior redemption and each mandatory tender date during any Stepped Rate Period.

(i) **“Latest Conversion Date”** means (i) with respect to Series 2027B Bonds bearing interest at the Initial Rate in the Initial Rate Period, the scheduled expiration date of the applicable Initial Rate Period for the Series 2027B Bonds as set forth in the Pricing Certificate; and (ii) with respect to Series 2027B Bonds bearing interest at a Term Rate in a Term Rate Period that succeeds the Initial Rate Period, the scheduled date of conclusion of such Term Rate Period established at the time of determination of the Term Rate applicable to Series 2027B Bonds that have been remarketed into such successive Term Rate Period

(j) **“Outstanding”** means, as of a particular date, all Series 2027B Bonds issued, authenticated and delivered under this Order, excluding (a) Series 2027B Bonds that have been exchanged or replaced or otherwise surrendered for cancellation, (b) Series 2027B Bonds that have been paid, (c) Series 2027B Bonds that have become due and for the payment of which money has been duly provided, (d) Series 2027B Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (e) Series 2027B Bonds with respect to which this Order has been discharged pursuant to **Article VI** of the Order.

(k) **“Purchase Price”** shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Paragraph 8 hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase; provided, however, that in no event shall the amount of interest paid as part of the Purchase Price of any tendered Bond exceed an amount equal to the interest which would have accrued on such tendered Bond for a period of 187 days at the Highest Rate.

(l) “**Rate Determination Date**” means the date when the Remarketing Agent determines the rate of interest to be borne by the Series 2027B Bonds pursuant to Paragraph 6 hereof.

(m) “**Record Date**” means (i) with respect to Series 2027B Bonds bearing interest at an Initial Rate or Term Rate, the close of business on the Business Day immediately preceding the Interest Payment Date and (ii) with respect to Series 2027B Bonds bearing interest at a Fixed Rate, the close of business on the last Business Day of the month next preceding an Interest Payment Date.

(n) “**Remarketing Agent**” means the party selected from time to time by the District to serve as the remarketing agent for the Series 2027B Bonds while the Series 2027B Bonds are outstanding in the Initial Rate Period, a Term Rate Period or a Stepped Rate Period.

(o) “**Remarketing Agreement**” means any remarketing agreement between the District and the Remarketing Agent pertaining to the Series 2027B Bonds.

(p) “**Stepped Rate**” means the per annum rate of interest for the Series 2027B Bonds during a Stepped Rate Period. Stepped Rate shall never exceed the Highest Rate.

(q) “**Stepped Rate Period**” shall mean the period of time commencing on the mandatory tender date described in Paragraphs 8(b)(v) and 8(d) hereof and continuing through a subsequent remarketing or redemption of the Series 2027B Bonds.

(r) “**Term Rate**” shall mean the interest rate to be determined for any Term Rate Bonds of a term of one or more years pursuant to Paragraph 6(b) hereof.

(s) “**Term Rate Conversion Date**” shall mean the day that is the fifteenth day of a calendar month and the day the Series 2027B Bonds first bear interest at a Term Rate pursuant to Paragraph 6(b) hereof.

(t) “**Term Rate Period**” shall mean each period during which the Series 2027B Bonds bear interest at a Term Rate, including the Initial Rate Period, the terms of which are specified in this Order (with respect to the Initial Rate Period) or a future order of the Board or a Pricing Certificate adopted or executed in connection with a remarketing of Term Rate Bonds.

5. Initial Interest Rates; Subsequent Interest Rates.

(a) The Series 2027B Bonds shall bear interest at the Initial Rate, being \_\_\_\_% per annum, for the duration of the Initial Rate Period. At the end of the Initial Rate Period, the Bonds shall be subject to mandatory tender, without right of retention by the Owner; provided, however, that a failure of the Remarketing Agent to remarket the Series 2027B Bonds at the end of the Initial Rate Period, as further described in Paragraph 8(d) hereof, shall result in the holders of the Series 2027B Bonds retaining such Series 2027B Bonds until the same are remarketed or redeemed pursuant to the applicable provisions of this Order.

(b) Thereafter, the Series 2027B Bonds shall bear interest at the Term Rate or Fixed Rate, respectively, determined in accordance with the provisions of Paragraphs 6 and 7 hereof, respectively. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket the Series 2027B Bonds, resulting in the holders thereof retaining such Series 2027B Bonds subsequent to the end of the Initial Rate Period or any Term Rate Period, those Series 2027B Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period. No Opinion of Bond Counsel is required prior to or in conjunction with a conversion from the Initial Rate Period to a Term Rate Period (being a Term Rate Conversion Date).

6. Term Rates; Conversions Among Term Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Paragraph 6 with respect to particular Term Rate or conversions between Term Rates, the Term Rate or Rates to be applicable to any Series 2027B Bonds during any Term Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Term Rate in accordance with this Paragraph on the Rate Determination Date. The Term Rate so determined shall become effective on the first day of the next succeeding Term Rate Period (being a Term Rate Conversion Date).

(i) In each case, the Term Rate for the Term Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Paragraph 6(b) below.

(ii) Each Term Rate determined by the Remarketing Agent shall be the lowest rate of interest that, in the judgment of the Remarketing Agent, in consultation with and as approved by the District, would cause the Series 2027B Bonds to have a market value not less than equal to the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date; provided, however, that any excess proceeds resultant from a pricing structure that produces a net reoffering premium shall (after applying a portion of such reoffering premium to the costs incurred by the District in connection with such reoffering and conversion, if so desired by the District) be used to reduce the principal amount of Series 2027B Bonds that are outstanding after the Term Rate conversion (with the redemption dates and prices determined pursuant to Paragraph 9 hereof), and make the Term Rate available to the Paying Agent/Registrar; provided, further, however, that in no event shall any Series 2027B Bonds converted to a new Term Rate Period during which they bear interest at a Term Rate bear interest at a rate exceeding the Highest Rate.

(iii) All determinations of Term Rates pursuant to this Paragraph shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, and the Owners of the Series 2027B Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive such notice.

(b) Manner of Term Rate Determination. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence initially on the applicable Term Rate Conversion Date; and (B) end on the last day preceding either the commencement date of the following Term Rate Period or the Conversion Date on which a different Rate Period shall become effective.

(ii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Term Rate Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be a day preceding the commencement date of such Term Rate Period (as determined by the District and the Remarketing Agent), and each such Term Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of each Term Rate shall be given by the Paying Agent/Registrar by first-class mail to each Owner promptly after such Term Rate is determined.

(iv) At the expiration of the Initial Rate Period and any Term Rate Period into which any Series 2027B Bonds have been remarketed thereafter, respectively, the District shall be obligated to remarket such Series 2027B Bonds pursuant to Paragraph 6(c) hereof.

(v) If, at the expiration of the then-applicable Initial Rate Period or Term Rate Period, there occurs a failed remarketing of the type described in Paragraph 8(b)(v) hereto, such Series 2027B Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(c) Conversions Between Term Rate Periods. At the option of the District, and pursuant to an order of the Board, the Series 2027B Bonds may be converted from the Initial Rate Period to a Term Rate Period or from one Term Rate Period to another. In addition, such order of the Board shall identify the Remarketing Agent that will accomplish the remarketing of the Series 2027B Bonds on the District's behalf at the time of such conversion. The District shall, in connection with the identification of the Remarketing Agent, authorize execution of a Remarketing Agreement therefor if no such agreement is then in place. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, to the Remarketing Agent on the date that notice is required to be given pursuant to subparagraph 6(c)(ii) below. The conversion shall be accomplished as follows:

(i) With respect to a Conversion Date that occurs on the Latest Conversion Date, such Conversion Date of a conversion to a new Term Rate Period

shall be an Interest Payment Date on which interest is payable for the Initial Rate Period or Term Rate Period, as applicable, from which the conversion is to be made.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, and the Tender Agent not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date.

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall mail (by first-class mail) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Paragraph 6(c)(ii) above.

(B) set forth the date by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Term Rate for the Term Rate Period commencing on the Term Rate Conversion Date pursuant to Paragraph 6(g)(iv) below, and

(C) set forth the matters required to be stated pursuant to Paragraph 8(c) with respect to purchases of such Series 2027B Bonds governed by such Paragraph.

(iv) The Term Rate for the Term Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Paragraph 6(a) above on the date set forth in Paragraph 6(b) above.

(v) Any conversion pursuant to this Paragraph 6 shall be subject to the condition that on or before two (2) days prior to the date the Paying Agent/Registrar is required to give notice of the date of such conversion, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel, if such conversion results in a reissuance under the Code. If such Opinion of Bond Counsel is not delivered, the conversion shall not occur and the Series 2027B Bonds shall not be converted but shall remain in the same Initial Rate Period or Term Rate Period, as applicable; provided, however, that such Series 2027B Bonds shall be subject to mandatory tender as provided herein. For the avoidance of doubt, no opinion of Bond Counsel is required when a conversion of Series 2027B Bonds under this Paragraph 6 does not result in a reissuance under the Code.

(d) Term Rate Bonds Held in Book-Entry-Only System. This Paragraph 6(d) shall apply with respect to tenders and purchases of Term Rate Bonds held in the Book-Entry System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Term Rate Bonds, whether at their initial remarketing or in conjunction with a subsequent remarketing, directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Term Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's

normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Term Rate Bonds and such failure is of a type specified in Paragraph 8(b)(v) or 8(d), no change in the beneficial owner of the Series 2027B Bonds shall occur. Pursuant to the Remarketing Agreement, the Remarketing Agent shall continue its attempts to remarket the Series 2027B Bonds that are the subject of a failed remarketing as described in Paragraph 8(b)(v) or 8(d).

7. Fixed Rate Conversion at Option of the District. At the option of the District, and pursuant to an order of the Board, Series 2027B Bonds bearing interest at the Initial Rate or at a Term Rate may be converted in whole or in part to a Fixed Rate to their maturity or prior redemption. A partial conversion to a Fixed Rate shall, with respect to Series 2027B Bonds so converted, be completed solely at the District's discretion and in the manner so provided by the Board. Any such conversion shall be made as follows.

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Paragraph 6(b) above.

(b) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, and the Tender Agent not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Series 2027B Bonds to be converted.

(ii) Not less than thirty (30) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall mail (by first-class mail) a written notice of the conversion to the Owner of all Series 2027B Bonds to be converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Paragraph 7(c) below.

(c) Notice of conversion shall be given by first-class mail by the Paying Agent/Registrar to the Rating Agencies then rating the Bonds and the Owners of all Series 2027B Bonds to be converted. Such notice shall inform the Owners of:

(i) the proposed Fixed Rate Conversion Date;

(ii) the date by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Fixed Rate pursuant to Paragraph 7(d) below;

(iii) the conditions to the conversion pursuant to Paragraph 7(e) below;

(iv) statement of whether such conversion is a partial conversion of Series 2027B Bonds or a conversion of all Series 2027B Bonds then Outstanding; and

(v) the matters required to be stated pursuant to Paragraph 8(c) with respect to purchases of Series 2027B Bonds governed by such Paragraph.

(d) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates for the Series 2027B Bonds being converted to a Fixed Rate Period that will cause such Series 2027B Bonds to have a market value equal to not less than the principal amount thereof, provided that any excess proceeds resultant from a pricing structure that produces a net reoffering premium shall (after applying a portion of such reoffering premium to the costs incurred by the District in connection with such reoffering and conversion, if so desired by the District) be used to reduce the principal amount of Series 2027B Bonds that are Outstanding after such conversion to a Fixed Rate Period (with the redemption dates and prices determined pursuant to Paragraph 9(a)(ii) hereof), and make the Fixed Rate or Rates available to the Paying Agent/Registrar; provided, however, in no event shall the Series 2027B Bonds converted to Fixed Rate bear interest at a rate exceeding the Highest Rate. Such determination shall be conclusive and binding upon the District, the Paying Agent/Registrar and the Owners of the Series 2027B Bond to which such Rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first-class mail to the Tender Agent.

(e) Any conversion to a Fixed Rate pursuant to this Paragraph 7 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Series 2027B Bonds that are then required to be purchased pursuant to Paragraph 8(d) hereof.

If the foregoing conditions are not met for any reason, the conversion shall not be effective, the Series 2027B Bonds shall continue to bear interest at the last effective Initial Rate, Term Rate or Stepped Rate, as applicable. The Paying Agent/Registrar shall promptly notify the Owners of such fact and shall give all additional notices and take all further actions required pursuant to Paragraph 8(d) hereof (to the extent applicable).

At its option, the District also may determine the serial or term maturities, redemption provisions and other terms that shall be applicable to the pricing of the Series 2027B Bonds on and after the Fixed Rate Conversion Date; provided, however, that no such determination shall result in a greater amount of combined debt service on the Series 2027B Bonds in any year than is reflected in the Series 2027B Bonds' debt service schedule included in the final Official Statement. Following the Fixed Rate Conversion Date, the Series 2027B Bonds shall be subject to optional and mandatory sinking fund redemption, if at all, in whole or in part on such dates as shall be determined at the time of the conversion

8. Tender and Purchase of Series 2027B Bonds.

(a) The Series 2027B Bonds are not subject to optional tender by the Holders thereof.

(b) Mandatory Tender Upon Term Rate Conversion.

(i) Conversions to Term Rate Periods. While the District is obligated to remarket the Series 2027B Bonds pursuant to Paragraph 6(b)(iv), on any Term Rate Conversion Date pursuant to Paragraph 6(c), such Series 2027B Bonds shall be converted from the Initial Rate Period to a Term Rate Period or from a Term Rate Period to another Term Rate Period are subject to mandatory tender for purchase on the Term Rate Conversion Date at the Purchase Price.

(ii) Notice to Owners. Any notice of a Term Rate Conversion Date given to Owners pursuant to Paragraph 6(c)(iii) shall, in addition to the requirements of such Paragraph, state that the Series 2027B Bonds to be converted will be subject to mandatory tender for purchase on the Term Rate Conversion Date and the time at which the Series 2027B Bonds are to be tendered for purchase.

(iii) Remarketing. Unless the Remarketing Agreement then in effect specifies that such remarketing shall constitute a firm financial arrangement with the Remarketing Agent, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Series 2027B Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Series 2027B Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Term Rate Conversion Date.

(iv) Purchase of Tendered Series 2027B Bonds.

(A) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Series 2027B Bonds, the Remarketing Agent shall give notice by telephone, facsimile, electronic mail transmission, or other similar communication to the Tender Agent of the principal amount of tendered Series 2027B Bonds that were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone, facsimile, electronic mail transmission, or other similar communication to a Pricing Officer and the Paying Agent/Registrar specifying the principal amount of tendered Series 2027B Bonds as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and

taxpayer identification numbers of the purchaser and, if available, payment instructions for regularly scheduled interest payments.

(B) Sources of Payment. At or before 10:30 a.m., New York City time, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the “Copperas Cove Independent School District Remarketing Proceeds Payment Fund, Series 2027B” (the *Series 2027B Payment Fund*) on the date fixed for purchase of the tendered Series 2027B Bonds, all amounts representing proceeds of the remarketing of such Series 2027B Bonds, such payments to be made in the manner and at the time specified in Paragraph 8(b)(iv) above. If such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Series 2027B Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify a Pricing Officer of any deficiency no later than 11:00 a.m., New York City time, on such date; provided, however, in the event the date of purchase of the tendered Series 2027B Bonds is an Interest Payment Date, payment of the accrued interest portion of the Purchase Price for the tendered Series 2027B Bonds shall be the sole responsibility of the District. The District (if the District is obligated to pay the interest portion of the Purchase Price) shall deliver to the Tender Agent immediately available funds in an amount at least equal to its portion of the Purchase Price agreed to be paid on the tender date of such unremarketed tendered Series 2027B Bonds prior to 2:00 p.m., New York City time, on the date set for purchase of such tendered Series 2027B Bonds. All money received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the District to pay the Purchase Price of the tendered Series 2027B Bonds shall be deposited by the Tender Agent in the Series 2027B Payment Fund to be used solely for the payment of the Purchase Price of such tendered Series 2027B Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested.

(C) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Series 2027B Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Series 2027B Bonds, the Tender Agent shall pay the Purchase Price of such Series 2027B Bonds to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) money paid to it by the Remarketing Agent as proceeds of the remarketing of such Series 2027B Bonds by the Remarketing Agent and (B) money, if any, paid by the District. If sufficient funds are not available for the purchase of all tendered Series 2027B Bonds, no purchase shall be consummated, in which case the provisions of Paragraph 8(b)(v) shall apply.

(D) Registration and Delivery of Tendered or Purchased Series 2027B Bonds. On the purchase date, the Tender Agent shall register and

deliver (or hold) or cancel all Series 2027B Bonds purchased or remarketed by the Remarketing Agent and shall deliver to the new registered owner(s) in accordance with the instructions of the Remarketing Agent by 2:00 p.m., New York City time.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Series 2027B Bonds are held in the Book-Entry-Only System of DTC in accordance with Section 3.13 of the Order, any Series 2027B Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry-Only System of DTC of such remarketed Series 2027B Bond to the applicable DTC Participant account for such beneficial owner.

(E) Delivery of Series 2027B Bonds; Effect of Failure to Surrender Series 2027B Bonds. All Series 2027B Bonds to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Series 2027B Bonds held in book entry only system). If the Owner of any Series 2027B Bond (or portion thereof) that is subject to purchase pursuant to this Paragraph fails to deliver such Series 2027B Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2027B Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Series 2027B Bond. Ownership of Undelivered Series 2027B Bonds (or portions thereof) shall be transferred to the purchaser thereof as provided in Paragraph 8(b)(iv)(D) above. Any Owner of Undelivered Series 2027B Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Series 2027B Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Series 2027B Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Series 2027B Bonds.

(v) Failure to Remarket Tendered Series 2027B Bonds. In the event that Series 2027B Bonds in the Initial Rate Period or any Term Rate Period are not converted and remarketed to new purchasers on the applicable Conversion Date, the District shall have no obligation to purchase the Series 2027B Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Series 2027B Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Series 2027B Bonds subject to such failed remarketing only, and such Series 2027B Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Series 2027B Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped

Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Holders thereof), and (v) will be deemed to continue in the Initial Rate Period or Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 day months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Series 2027B Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at a price not less than par, in such interest rate mode or modes as the District directs, bearing interest at a rate not exceeding the Highest Rate. All other provisions of Paragraph 8(b) shall apply to and govern Series 2027B Bonds described in this Subparagraph (e) to the extent such terms are not in conflict with those included herein.

(c) Mandatory Tender Upon Fixed Rate Conversion.

(i) Mandatory Tender Upon Conversion. Any Series 2027B Bonds to be converted to a Fixed Rate Period pursuant to Paragraph 7 hereof shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners shall not have the right to elect to retain their Series 2027B Bonds.

(ii) Notice to Owners. Any notice of conversion given to Owners pursuant to Paragraph 7(c) above shall, in addition to the requirements of such Paragraph, state that Owners shall not have the right to waive mandatory tender and that Series 2027B Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Series 2027B Bonds and such Undelivered Series 2027B Bonds shall no longer be entitled to the benefits of this Order.

(iii) Remarketing. Unless the Remarketing Agreement then in effect specifies that such remarketing shall constitute a firm financial arrangement with the Remarketing Agent, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Series 2027B Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Series 2027B Bonds in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(iv) Purchase of Tendered Series 2027B Bonds. The provisions of Paragraph 8(b)(v) shall apply to mandatory tenders pursuant to this Paragraph 8(c).

(d) Mandatory Tender at End of Initial Rate Period. Notwithstanding any provisions of this Order to the contrary, the Series 2027B Bonds issued hereunder shall be

subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. Series 2027B Bonds tendered pursuant to this Paragraph 8(d) shall be delivered to the Remarketing Agent against payment therefor in accordance with the provisions of Paragraph 8(b)(v). In the event that such Series 2027B Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Series 2027B Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Series 2027B Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Series 2027B Bonds subject to such failed remarketing only, and such Series 2027B Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Series 2027B Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Holders thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 day months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Series 2027B Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at a price not less than par, in such interest rate mode or modes as the District directs, bearing interest at a rate not exceeding the Highest Rate

9. Redemption of Series 2027B Bonds Before Maturity. The Series 2027B Bonds shall be subject to redemption before scheduled maturity only as provided in this Paragraph 9.

(a) Optional Redemption.

(i) Prior to the Fixed Rate Conversion Date, Series 2027B Bonds bearing interest at a Term Rate during a Term Rate Period are subject to redemption, if at all, at the times, at the prices, and in the manner determined by the District on a Term Rate Conversion Date (and as evidenced in a Pricing Certificate). Upon conversion, Series 2027B Bonds bearing interest at Fixed Rates during a Fixed Rate Period are subject to redemption, if at all, at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date (and as evidenced in a Pricing Certificate).

(ii) All Series 2027B Bonds are callable, at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Conversion Date.

(iii) Series 2027B Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of

the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate to the redemption date, on any date.

(iv) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Series 2027B Bonds, which notice shall specify the principal amount of the Series 2027B Bonds to be redeemed (i) with respect to Series 2027B Bonds bearing interest at a Stepped Rate, at least two (2) days prior to the redemption date and (ii) with respect to Series 2027B Bonds bearing interest at a Term Rate or at Fixed Rates, at least thirty (30) days prior to the redemption date.

(v) On or prior to the date established for optional redemption of any Series 2027B Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Series 2027B Bonds to be redeemed with the Paying Agent/Registrar. Such money shall be invested, if at all, in Defeasance Securities.

(b) Mandatory Redemption.

(i) During the Initial Rate Period, the Series 2027B Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 15 in each of the years and in the amounts set out below (referred to as “**Minimum Mandatory Redemptions**”):

| <u>          % TERM BOND DUE</u> |                         |
|----------------------------------|-------------------------|
| <u>FEBRUARY 15, 20__</u>         |                         |
| <u>Redemption Date</u>           | <u>Principal Amount</u> |

\*  
\_\_\_\_\_  
\*Stated Maturity

(ii) The principal amount of Series 2027B Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Series 2027B Bonds that, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth above and not theretofore credited against a mandatory redemption requirement.

(iii) In each fiscal year in which the Series 2027B Bonds are bearing interest at a Stepped Rate or at a Term Rate for a period shorter than the period for which taxes are then being assessed, the District shall budget (in accordance with Section 2.01 of the Order) for such fiscal year for the payment of interest on the Series 2027B Bonds at a rate equal to the Highest Rate. The District shall instruct the Paying Agent/Registrar to call and redeem Series 2027B Bonds on the August 15 next following the end of such fiscal year (or the earliest Optional Redemption Date next following such August 15 if such August 15 is not also an Optional Redemption Date) in the event and to the extent that interest paid on the Series 2027B Bonds during such fiscal year is less than the amount payable at the Highest Rate (the “**Excess Interest Funds**”); provided the amount of such Excess Interest Funds is equal to or greater than \$100,000. The mandatory redemption feature described in this paragraph is referred to herein as “**Additional Mandatory Redemption.**”

(iv) At least 45 days prior to each mandatory redemption date, the District will notify the Paying Agent/Registrar in writing of the principal amount of Series 2027B Bonds to be redeemed on such mandatory redemption date, and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Series 2027B Bonds or portions thereof to be redeemed.

(v) The principal amount of Series 2027B Bonds subject to Minimum Mandatory Redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Series 2027B Bonds previously redeemed pursuant to the Additional Mandatory Redemption provisions.

(vi) Series 2027B Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot. The District, at its option, may credit against any mandatory redemption requirement, Series 2027B Bonds that have been purchased by the District, using funds other than remarketing proceeds, at a price not exceeding the principal amount of such Series 2027B Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the District, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

(c) Partial Redemption.

(i) Except for Series 2027B Bonds redeemed on a Conversion Date and that are, on such date, subject to mandatory tender, Series 2027B Bonds redeemed in part shall be selected for redemption at random and by lot.

(ii) A portion of a single Series 2027B Bond of a denomination greater than an Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/Registrar shall treat each minimum Authorized Denomination of

such Series 2027B Bond as though it were a single Series 2027B Bond for purposes of selection for redemption.

(iii) Upon surrender of any Series 2027B Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Series 2027B Bond or Series 2027B Bonds in an aggregate principal amount equal to the unredeemed portion of the Series 2027B Bond so surrendered.

(d) Notice of Redemption.

(i) The Paying Agent/Registrar shall cause notice of redemption of any Series 2027B Bond to be redeemed in whole or in part to be mailed first-class mail to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Series 2027B Bond bearing interest at a Stepped Rate, at least one (1) day prior to the redemption date and (ii) with respect to a Series 2027B Bond bearing interest at the Initial Interest Rate, a Term Rate, or a Fixed Rate, at least thirty (30) days prior to the redemption date.

(ii) The notice of redemption shall identify the Series 2027B Bonds to be redeemed, and shall specify the numbers thereof, the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Series 2027B Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on and after the redemption date interest will cease to accrue.

(iii) Any notice given as provided in this Paragraph shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(iv) Notwithstanding the foregoing, a notice of mandatory tender delivered in accordance with Paragraph 8(b)(ii) hereof shall serve as notice of redemption of Series 2027B Bonds, if any such redemption is to occur, at the option of the District on a Conversion Date.

(e) Payment Upon Redemption.

(i) By each redemption date, the District shall deposit (or cause to be deposited) with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(ii) Upon presentation and surrender of any Series 2027B Bond called for redemption at the designated office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Series 2027B Bond to the date of redemption from the money provided for that purpose.

(f) Effect of Redemption.

(i) Notice of redemption having been given, and due provision having been made for payment, the Series 2027B Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Series 2027B Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Series 2027B Bonds are presented and surrendered for payment on such date.

(ii) If the District shall fail to make provision for the payment of all sums due on a redemption date, then any Series 2027B Bond or portion thereof called for redemption shall continue to bear interest until due provision is made for the payment of same by the District.

10. \_\_\_\_\_, is hereby appointed as Paying Agent/Registrar.
11. \_\_\_\_\_, is hereby appointed as Remarketing Agent.
12. \_\_\_\_\_, is hereby appointed as Tender Agent.
13. Deposit of Series 2027B Bond Proceeds. Proceeds from the sale of the Series 2027B Bonds shall, promptly upon receipt by the District, be applied as follows: (i) an amount equal to the cost of issuance of the Series 2027B Bonds, as approved by the District, shall be applied to pay such costs as the District may arrange; (ii) proceeds in the amount of \$\_\_\_\_\_ (consisting of the \$\_\_\_\_\_ par amount of Series 2027B Bonds plus \$\_\_\_\_\_ of premium generated on the sale of the Series 2027B Bonds, less an Underwriter's discount of \$\_\_\_\_\_ **plus accrued interest in the amount of \$\_\_\_\_\_**) shall be used for the authorized purposes described in Section 3.01 of the Order; and (iii) any proceeds of the Series 2027B Bonds remaining after making all such deposits and payments, together with any remaining investment earnings on such proceeds, shall be deposited into the Debt Service Funds.
14. Continuing Disclosure. Pursuant to Article VIII of the Order, the District shall provide to the MSRB each year, the updated financial information and operating data, and as provided in the Official Statement under Appendix A and in Appendix D.
15. Current Interest Series 2027B Bonds. The Series 2027B Bonds are being issued as **serial and term** current interest bonds.
16. Form of Series 2027B Bond. The Form of Bond for the Series 2027B Bonds is hereby approved and attached hereto as **Exhibit A**.
17. Initial Series 2027B Bond. The Initial Series 2027B Bond shall be registered in the name of \_\_\_\_\_.
18. Authorization. The Series 2027B Bonds are issued as the **third** installment of school building bonds voted at the November 4, 2025 election pursuant to Chapter 45, Texas Education Code, and Chapter 1371, Texas Government Code, in the

aggregate amount of: (i) \$142,301,029 for the construction, renovation, improvement, acquisition, expansion, and equipment of school buildings in the district, including necessary sites, and the purchase of new school buses (“**Proposition A**”); and (ii) \$12,211,764 for the construction, renovation, improvement, acquisition, expansion, a multisport locker room renovation and addition, and a fine arts addition and renovation (“**Proposition B**”). The Series 2027B Bonds issued in this **third** installment are comprised of \$\_\_\_\_\_ in Series 2027B Bonds from Proposition A (consisting of \$\_\_\_\_\_ par amount of Series 2027B Bonds and \$\_\_\_\_\_ of premium generated on the sale of the Series 2027B Bonds). After the issuance of the Series 2027B Bonds there shall remain no authorized but unissued bonds from the November 4, 2025 Election.

19. Permanent School Fund Guarantee. The application and payment to the Texas Education Agency for a guarantee of the Permanent School Fund of Texas for all payments due on the Series 2027B Bond by the holders thereof is hereby approved, and all commitments, agreements (including reimbursement agreements), certificates and other documents and all other things necessary or desirable to obtain any such guarantee, and the printing on the Series 2027B Bond of an appropriate legend or statement regarding such guarantee, is hereby approved
20. Not Qualified Tax-Exempt Obligations. The Series 2027B Bonds are not designated by the District as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

## II. FINDINGS AND DETERMINATIONS

21. The net effective per annum interest rate for the Series 2027B Bonds for the Initial Rate Period, as defined by Chapter 1204, Texas Government Code, is \_\_\_\_%.
22. During the Initial Rate Period, interest on the Series 2027B Bonds will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on \_\_\_\_\_, 2027, and each February 15 and August 15 thereafter.
23. The Stepped Rate for the Series 2027B Bonds shall be \_\_\_\_% per annum for the Initial Rate Period and, with respect to a Term Rate Period, the per annum interest rate, not exceeding the Highest Rate, specified in an order of the Board or by an Authorized Representative in connection with the conversion to the Term Rate Period pursuant to Paragraph 6(b) hereof or from an existing Term Rate Period to a new Term Rate Period pursuant to Paragraph 6(c) hereof. The Stepped Rate shall be calculated on the basis of twelve 30 day months and the number of days actually elapsed.
24. The terms of the sale are the most advantageous reasonably available to and in the best interests of the District. The undersigned hereby finds, determines and declares that, in accordance with the requirements of the Order, this Pricing Certificate

complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein, including:

- (a) the aggregate principal amount of all Series 2027B Bonds authorized to be issued pursuant to the Order does not exceed \$75,000,000;
  - (b) no Series 2027B Bond matures more than 29 years after its date of delivery and issuance, and the duration of any Initial Rate Period applicable to the Series 2027B Bonds will not exceed 10 years; and
  - (c) the interest rate or rates and Stepped Rate, respectively, applicable to the Series 2027B Bonds during (or after, as the case may be) the Initial Rate Period will not exceed the Highest Rate.
25. In satisfaction of section 12.01.022(a)(3), Texas Government Code, as authorized by Section 3.02(d) of the Order, and upon consultation with the District's Municipal Advisor, the undersigned hereby determines that the final terms of the Series 2027B Bonds as set forth in this Pricing Certificate are in the District's best interests.
26. Pursuant to Section 10.04 of the Order, and in the name of the District (i) the form and content of the Preliminary Official Statement dated \_\_\_\_\_, 202\_\_, are hereby approved by and distribution and use of such Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed and (ii) the form and content of the Official Statement dated the date hereof relating to the Series 2027B Bonds is hereby approved, and the distribution of such Official Statement in the reoffering of the Series 2027B Bonds by the Underwriters in final form is approved.

*[The remainder of this page intentionally left blank.]*

Executed this \_\_\_\_\_, 2027.

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Pricing Officer  
Copperas Cove Independent School District

EXHIBIT A TO OFFICERS' PRICING CERTIFICATE

FORM OF BOND

(i) Form of Series 2027B Bond.

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTIES OF CORYELL AND BELL

NUMBER  
<sup>1</sup>RA-\_\_\_\_  
REGISTERED

PRINCIPAL AMOUNT  
\_\_\_\_\_  
REGISTERED

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2027B (ADJUSTABLE RATE)

|                    |                      |                                              |                         |                   |
|--------------------|----------------------|----------------------------------------------|-------------------------|-------------------|
| <u>DATED DATE:</u> | <u>CLOSING DATE:</u> | <u>INTEREST RATE</u><br><u>(ADJUSTABLE):</u> | <u>STATED MATURITY:</u> | <u>CUSIP NO.:</u> |
| _____, ____        | _____, ____          | (Term Rate of ____ %                         | _____, ____             | 217615 ____       |

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT (the “***District***”), in the Counties of Coryell and Bell, State of Texas, for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the later of the Closing Date shown above or the most recent Interest Payment Date to which interest has been paid or provided for. The date of this Bond is the Dated Date shown above, but **interest shall accrue from the Closing Date.**

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order pursuant to which the Bonds are issued.

Interest on this Bond is payable to the registered owner hereof by check, dated as of the Interest Payment Date, and sent by first-class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking

<sup>1</sup> Initial Bond shall be numbered IRA-1.

arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the designated office of \_\_\_\_\_, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the “**Record Date**,” which shall be the close of business on the last business day of the month immediately preceding such Interest Payment Date.

As used herein, “**Interest Payment Date**” shall mean (i) with respect to Bonds during the Initial Rate Period, \_\_\_\_\_, 2027, and semiannually on each February 15 and August 15 thereafter; (ii) with respect to Bonds bearing interest at the Term Rate, the first day of the sixth calendar month following the month in which the Term Rate Conversion Date occurs and the fifteenth day of each sixth month thereafter; (iii) with respect to Bonds bearing interest at the Fixed Rate, each February 15 and August 15, beginning on the first such date occurring after the Fixed Rate Conversion Date, and (iv) each mandatory tender date during the Stepped Rate Period.

Any payments required to be made hereunder on any day that is not a Business Day shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$\_\_\_\_\_ (the “**Bonds**”), issued for the purposes of (i) constructing, renovating, improving, acquiring, or equipping school buildings in the District, including a junior high school and a high school and (ii) paying the costs of issuing the Bonds, in accordance with the authority conferred at the aforesaid Election and in conformity with the Constitution and laws of the State, including Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended, as described in an order adopted by the Board of Trustees of the District on November 2, 2026 (the “**Order**”), all pursuant to Chapter 45, Texas Education Code, by authority of an election held for and with the District on May 4, 2024 (the “**Election**”), and the Order.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

**Even though initially issued and from time to time Outstanding in an Adjustable Rate (defined herein) mode, the Bonds are not benefited by a third-party liquidity and are not subject to optional tender by the Holders thereof.**

### INTEREST PROVISIONS

This Bond bears interest at an Initial Rate or a Term Rate (each, an “**Adjustable Rate**”) or a Fixed Rate.

This Bond initially shall bear interest at the Initial Rate per annum from the Closing Date stated above through \_\_\_\_\_, \_\_\_\_ (the “**Initial Rate Period**”). The Bonds shall be subject to mandatory tender, without right of retention by the owners thereof, on \_\_\_\_\_, \_\_\_\_ and shall

be tendered to the Remarketing Agent against payment therefor. Thereafter, this Bond shall bear interest at a Term Rate until converted to a Fixed Rate Period during which it shall bear interest at a Fixed Rate.

Subsequent to the Initial Rate Period, the rate of interest applicable to any Bond shall be determined in accordance with the applicable provisions of the Order and, with respect to Term Rate Periods or Fixed Rate Periods, pursuant to the terms of the Remarketing Agreement between the District and the Remarketing Agent named by the District from time to time under the Order (the “**Remarketing Agent**”).

Interest on Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

In addition to the Initial Rate, Bonds will bear interest from time to time, at Term Rates or Fixed Rates established in accordance with the Order. While the Bonds bear interest at a Term Rate, the interest rate determined will remain in effect for a term of one year or any whole multiple of one year selected in accordance with the Order. At the option of the District, the Bonds bearing interest at a Variable Rate may be converted in whole or in part to bear interest at a Fixed Rate or Fixed Rates to the Maturity Date.

An interest rate mode will remain in effect until changed. During each Term Rate Period, and unless otherwise established by the District, the rate of interest on the Bonds shall be that rate that, in the determination of the Remarketing Agent, if borne by the Bonds on the date of such determination under prevailing market conditions, would result in the market value of the Bonds being equal to not less than 100% of the principal amount thereof. If the Remarketing Agent is unable, or fails, to determine the Term Rate, the Term Rate shall remain that in effect for the then current Term Rate Period. The provisions of this Bond, including, but not limited to this paragraph, are limited in all respects to those provisions of this Order that limit the interest rate on the Bonds to the lesser of (a) [\_\_\_\_%] per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Texas Government Code, Section 1204.006, as amended, or the maximum net effective interest rate permitted by applicable law at the time of issuance of the Bonds

Bonds will be issued in denominations of \$5,000 and integral multiples thereof.

#### **WRITTEN NOTICE OF RATE MODE CHANGE**

While the Bonds bear interest at an Adjustable Rate, the Paying Agent/Registrar shall give notice to the registered owners of the conversion from one interest rate mode to another at the times, subject to District rescission, as described in the Order. ANY REGISTERED OWNER OF BONDS WHO MAY BE UNABLE TO TAKE TIMELY ACTION ON ANY NOTICE SHOULD CONSIDER WHETHER TO MAKE ARRANGEMENTS FOR ANOTHER PERSON TO ACT IN HIS OR HER STEAD. If a new interest rate mode for the Bonds is not selected in a timely fashion in accordance with the Order, the interest rate mode then in effect will continue until changed by timely notice.

## **MANDATORY TENDER**

While this Bond bears interest at an Adjustable Rate, this Bond is subject to mandatory tender for purchase by the Tender Agent at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase, on the effective date of a change from one interest rate mode to a different interest rate mode.

The Bonds are subject to mandatory tender for purchase, without the right of Owners to retain Bonds, on the date specified in a notice to Owners, (i) on \_\_\_\_\_, \_\_\_\_\_, which is the Interest Payment Date after the end of the Initial Rate Period ending on \_\_\_\_\_, \_\_\_\_\_, and (ii) on each subsequent Conversion Date.

## **FAILED REMARKETING**

Initial Rate Period. In the event that this Bond bears interest at an Initial Rate and it is not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holder hereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of the Order, though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Rate.

Term Rate Periods. If this Bond is subject to mandatory tender on the Term Rate Conversion Date because of conversion to a new Term Rate Period from an existing Term Rate Period, and this Bond is not converted and remarketed to new purchasers on the scheduled date of mandatory tender because of a failed remarketing, then the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 days months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will

cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Rate.

### **UNDELIVERED BONDS**

Bonds that are required to be tendered by the Owners thereof for purchase by the Tender Agent but that are not in fact delivered for purchase on the date and at the time required and for which there has been deposited an amount sufficient to pay the Purchase Price thereof, shall cease to accrue interest on the tender date, and the Owner thereof shall not be entitled to any payment other than the Purchase Price for such Bond. Such Bond shall no longer be outstanding and entitled to the benefits of the Order, except for the payment of the Purchase Price from money held by the Tender Agent for such payment. On the tender date, the Tender Agent shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds.

### **REDEMPTION PROVISIONS**

Optional Redemption. Prior to the Fixed Rate Conversion Date, Bonds bearing interest at the Initial Rate during the Initial Rate Period and at a Term Rate during a Term Rate Period are subject to redemption, if at all, at the times, at the prices, and in the manner determined by the District at the time of initial delivery or on a Term Rate Conversion Date (and as evidenced in a Pricing Certificate); provided, however, that the Bonds are callable, at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Conversion Date. While the Term Rate Bonds bear interest at the Initial Rate during the Initial Rate Period, such Term Rate Bonds are not subject to redemption at the option of the District.

Bonds bearing interest at a Stepped Rate are subject to redemption, in whole or in part, at the option of the District, on any date at a redemption prices equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate to the redemption date.

Bonds bearing interest at a Fixed Rate or Fixed Rates are subject to redemption on the dates and at the prices determined by the District on the Fixed Rate Conversion Date.

Mandatory Redemption. The Term Rate Bonds are subject to mandatory redemption, at a price equal to the principal amount thereof plus interest accrued thereon, on August 15 of each year in the following minimum principal amounts:

| _____% <b>TERM BOND DUE</b> |                         | _____% <b>TERM BOND DUE</b> |                         |
|-----------------------------|-------------------------|-----------------------------|-------------------------|
| _____, 20__                 |                         | _____, 20__                 |                         |
| <u>Redemption Date</u>      | <u>Principal Amount</u> | <u>Redemption Date</u>      | <u>Principal Amount</u> |

The principal amount of Term Rate Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Rate Bonds that, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth above and not theretofore credited against a mandatory redemption requirement.

The principal amount of Term Rate Bonds subject to scheduled mandatory redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to additional mandatory redemption (from Excess Interest Funds), which mandatory redemptions have occurred pursuant to Paragraph 9(b) of the Pricing Certificate.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot (provided that redemption of Bonds on a Conversion Date where there exists no Holder optional right to retain shall be effective solely at the option of the District). The District, at its option, may credit against any mandatory redemption requirement, Bonds that have been purchased by the District, using funds other than remarketing proceeds, if any, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the District, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of optional and scheduled mandatory redemption shall be given by first-class mail, postage prepaid, (i) with respect to Bonds bearing interest at a Stepped Rate, at least 1 day prior to the redemption date and (ii) with respect to Bonds bearing interest at a Term Rate or Fixed Rate, at least 30 days before the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notwithstanding the foregoing (and provided the Holders of Bonds subject to tender have not been granted an optional right to retain), a notice of mandatory tender delivered in accordance with the Order shall serve as notice of redemption of Bonds, if any such redemption is to occur at the option of the District, on the Interest Payment Date occurring immediately after the conclusion of such applicable Interest Period.

## **GENERAL PROVISIONS**

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity

and interest rate mode, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

### **DELIVERY OF NOTICES AND BONDS**

Any Bonds required to be delivered to the Tender Agent for purchase, and any notices required to be delivered to the Tender Agent hereunder shall be delivered to:  
\_\_\_\_\_.

Bonds required to be tendered for purchase shall be delivered to the Tender Agent prior to 5:00 p.m. on the Business Day next preceding the date of purchase.

The District will identify the Remarketing Agent for the Bonds in the order authorizing the conversion upon apportion of the Initial Rate Period.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the District; that all acts, conditions, and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made upon all taxable property within the District, without limit as to rate or amount that, when collected, shall be appropriated exclusively to the timely payment of the principal of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

*[The remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the Board of Trustees of the District has caused this Bond to be 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 of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

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Secretary, Board of Trustees  
Copperas Cove Independent School District

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President, Board of Trustees  
Copperas Cove Independent School District

[SEAL]

\* \* \*

(ii) Form of Certificate of Paying Agent/Registrar

**CERTIFICATE OF PAYING AGENT/REGISTRAR**

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond that 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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

\* \* \*

(iii) Form of Assignment

**ASSIGNMENT**

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

---

(Please print or type name, address and zip code of Transferee)

---

(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

DATED: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

\* \* \*

(iv) Initial Bond Insertions

(A) The Initial Bond shall be in the form set forth in Paragraph (i) of this Section, except as follows:

(1) \_\_\_\_\_ immediately under the name of the Bond, the "CUSIP NO." shall be deleted;

(2) the Initial Bond shall be numbered IA-1.

(3) The Registered Owner for the Initial Bond shall be \_\_\_\_\_.

(B) The following Registration Certificate of the Comptroller of Public Accounts of the State of Texas shall appear on the Initial Bond:

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS**

|                           |   |                    |
|---------------------------|---|--------------------|
| OFFICE OF THE COMPTROLLER | § |                    |
| OF PUBLIC ACCOUNTS        | § | REGISTER NO. _____ |
| THE STATE OF TEXAS        | § |                    |

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(v) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

\* \* \*

**PSF CERTIFICATE**

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Copperas Cove Independent School District of its Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate), dated \_\_\_\_\_, 2027, in the principal amount of \$\_\_\_\_\_ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof, I have caused my signature to be placed in facsimile on this bond.

---

Mike Morath  
Commissioner of Education

**EXHIBIT B**

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

## PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT dated as of \_\_\_\_\_, 2027 (together with any amendments or supplements hereto, the “**Agreement**”), is entered into by and between COPPERAS COVE INDEPENDENT SCHOOL DISTRICT (the “**Issuer**”), and \_\_\_\_\_, as paying agent/registrar (together with any successor in such capacity, the “**Bank**”).

### WITNESSETH:

WHEREAS, the Issuer has duly authorized and provided for the issuance of bonds entitled “Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series [2027A (Fixed Rate)] [Series 2027B (Adjustable Rate)],” to be issued as fully-registered Bonds; and

WHEREAS, all things necessary to make the Bonds the valid obligation of the Issuer, in accordance with its terms, will be done upon the issuance and delivery thereof; and

WHEREAS, the Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds; and

WHEREAS, the Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.1. Appointment. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owner of the Bonds, in accordance with the terms and provisions of this Agreement and the Order (defined herein), the principal of and interest on the Bonds.

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

The Bank hereby accepts such appointment and agrees to act as Paying Agent and Registrar with respect to the Bonds.

Section 1.2. Compensation. In consideration of the fees to be paid to the Paying Agent/Registrar by the Issuer, as detailed and described in **Exhibit A** attached hereto and

incorporated herein by reference for all purposes, pursuant to the Order, the Bank agrees to abide by and accept the terms hereof and of the Order relating to the duties of the Paying Agent/Registrar.

## ARTICLE TWO

### DEFINITIONS

Section 2.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires:

**“Bank”** means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, a national banking association, duly organized and existing under the laws of the United States of America, and any successor thereto pursuant to **Section 4.7** hereof.

**“Bond”** or **“Bonds”** means any one or all of the Copperas Cove Independent School District Unlimited Tax School Building Bonds, Series [2027A (Fixed Rate)] [Series 2027B (Adjustable Rate)] authorized by the Order

**“Issuer”** means Copperas Cove Independent School District.

**“Municipal Advisor”** means SAMCO Capital Markets, Inc. and any successor thereto.

**“Order”** means, the Order of the Issuer approved by the Board of Trustees of the Issuer on November 2, 2026, pursuant to which the Bonds are issued.

**“Paying Agent”** means the Bank when it is performing the function of paying agent.

**“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 or any entity whatsoever.

**“Registered Owner”** means the Person in whose name the Bonds are registered in the books of registration maintained by the Bank under this Agreement.

**“Registrar”** means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned to them in the Order or the recital paragraphs of this Agreement.

## ARTICLE THREE

### DUTIES OF THE BANK

Section 3.1. Initial Delivery of the Bonds. The Bonds will be initially registered and delivered by the Bank to the purchaser designated by the Issuer, as set forth in the Order. If such purchaser delivers a written request to the Bank not later than five (5) business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially

delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Order.

Section 3.2. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay the principal of and interest on the Bonds on behalf of the Issuer in accordance with the provisions of the Order.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Municipal Advisor or other agent. The Bank may act on an e-mail transmission of the 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 3.3. Duties of Registrar. The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Order. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.4. Unauthenticated Bonds. The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other governmental entities or corporations for which it serves as registrar, or which it maintains for its own Bonds.

Section 3.5. Reports. Upon request of the Issuer, the Bank will provide to the Issuer reports describing in reasonable detail all transactions pertaining to the Bonds and the books of registration for the period of time specified by the Issuer. The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Bonds and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request if it so chooses.

Section 3.6. Canceled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be promptly canceled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. The Bonds shall be treated in accordance with the Bank's retention policy.

Section 3.7.      Reliance on Documents and Indemnification, 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 by the Issuer.

(b)      The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c)      This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

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

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

(f)      The Bank may rely and shall be protected by the Issuer against any claim(s) by the Issuer or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, 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 Bonds, but is protected in acting upon receipt of a certificate containing an endorsement or instruction of transfer or power of transfer that appears on its face to be signed by the Registered Owner or an agent of the Registered Owner. The Bank shall not be bound to make any investigation into the acts or manners stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document supplied by the Issuer.

(g)      The Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent authorized by law, to indemnify, protect, save and keep harmless the Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable in-house and external legal fees and disbursements) of whatsoever kind and nature that may be imposed on, incurred by or asserted against the Bank at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument), in any way relating to or arising out of the execution or delivery of this Agreement. The foregoing indemnity shall survive the resignation or removal of the Bank or the termination of this Agreement.

(h)      The Bank agrees to accept and act upon instructions or directions pursuant to this Agreement or the Order sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that: (a) subsequent to such transmission of written instructions and/or directions, the Bank shall forthwith receive the originally executed instructions and/or directions in a timely manner, (b) such originally executed instructions and/or

directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Bank shall have received an incumbency certificate listing such designated person(s) and containing specimen signatures of such designated person(s), which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bank in its discretion elects to act upon such instructions, the Bank's understanding of such instructions shall be deemed controlling. 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 notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bank including, without limitation, the risk of the Bank's acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(i) To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability or expense incurred by the Bank, without negligence or bad faith on the Bank's part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, including the cost and expense (including the Bank's legal counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of the Bank's powers or duties under this Agreement.

Section 3.8. Moneys Held by Bank. Moneys held by the Bank hereunder shall be held in trust in a paying agent capacity for the benefit of the Registered Owners of the Bonds and the Bank shall have a paying agent's responsibility as to such funds.

The Bank shall be under no obligation to pay interest on any moneys received by it hereunder.

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

Any moneys deposited with the Bank for the payment of the principal of or interest on any Bonds and remaining unclaimed by the Registered Owner after the expiration of three (3) years from the date such funds have become due and payable, shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the funds, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owner of the Bonds by virtue of actions taken in compliance with the foregoing provision.

Section 3.9. Transfer of Funds at Closing. The Bank is authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner described in the closing memorandum approved by the Issuer, as prepared by the Municipal Advisor or other agent. The Bank may act on an e-mail transmission of the closing memorandum to be followed by an original of the closing memorandum.

#### ARTICLE FOUR MISCELLANEOUS PROVISIONS

Section 4.1. Merger, Conversion, Consolidation or Succession. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any such merger, conversion or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bonds shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bonds so registered with the same effect as if such successor Bank had itself registered such Bonds.

Section 4.2. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent or Registrar for the Bonds.

Section 4.3. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.4. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.5. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other upon thirty (30) days' written notice.

Section 4.6. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.7. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. This Agreement shall not be assigned by the Bank without the prior written consent of the Issuer.

Section 4.8. Severability. If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.9. 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 4.10. Order Governs Conflicts. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank's acting as Paying Agent and Registrar for the Bonds and if any conflict exists between this Agreement and the Order, the Order shall govern. The Bank agrees to be bound by the terms of the Order with respect to the Bonds.

Section 4.11. Term and Termination. This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon sixty (60) days' written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination, regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds including, but not limited to, the books of registration.

Section 4.12. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

Section 4.14. Legislative Contracting Requirements. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.14 shall survive termination of this Agreement until the applicable statute of limitations has run and the liability for breach of the statutory representations and covenants during the term of this Agreement shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Pursuant to Section 2252.152, Texas Government Code, neither the Bank nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

This Agreement does not constitute a contract for goods or services with a value of \$100,000 or more that is to be paid wholly or partly from public funds of a governmental entity for which a written verification is required under Section 2271.002, Texas Government Code, as amended, or under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and under Section 2276.002 (as redesignated in the 88th Texas Legislature, Regular Session), Texas Government Code, as amended. The Bank agrees that its compensation hereunder will have a value of less than \$100,000.

Section 4.15. 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," effective August 1, 1987, 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.

*[Signature pages follow.]*

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

COPPERAS COVE INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

ADDRESS: 408 South Main Street  
Copperas Cove, Texas 76522

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(DISTRICT SEAL)

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ADDRESS:

Attention:

**SCHEDULE A**

**FEE SCHEDULE**

*(see attached)*

**EXHIBIT C**

**FORM OF TENDER AGENT AGREEMENT**

## TENDER AGENT AGREEMENT

This Tender Agent Agreement, dated as of \_\_\_\_\_, 2027, among the Copperas Cove Independent School District (the “**District**”), \_\_\_\_\_, as Tender Agent (the “**Tender Agent**”), and \_\_\_\_\_, as Remarketing Agent (the “**Remarketing Agent**”).

WHEREAS, the District has authorized the issuance its \$\_\_\_\_\_ Unlimited Tax School Building Bonds, Series 2027B (Adjustable Rate) (the “**Bonds**”), pursuant to an order adopted by the Board of Trustees (the “**Board**”) of the District on November 2, 2026 (the “**Bond Order**”), whereby the issuance of the Bonds will be finalized by the execution of a Pricing Certificate (the “**Pricing Certificate**” and, together with the Bond Order, the “**Order**”) by the Superintendent;; and

WHEREAS, the Bonds and the Order provide, among other things, that the registered owners (the “**Owners**”) of the Bonds are required to tender their Bonds to the Tender Agent for purchase at various times and under various conditions, in each case in accordance with the provisions of the Bonds and the Order; and

WHEREAS, pursuant to the terms of a Remarketing Agreement, dated as of \_\_\_\_\_, 2027 (the “**Remarketing Agreement**”), between the District and the Remarketing Agent, the Remarketing Agent has agreed to use its best efforts to remarket any Bonds tendered for purchase to the Tender Agent by the Owners thereof pursuant to the Order; and

WHEREAS, the District has not provided for a Liquidity Agreement to be in place during the Initial Rate Period to support the Bonds; and

NOW, THEREFORE, in consideration of the premises and to provide for the coordination of said arrangements, the parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used in this Tender Agent Agreement and not defined herein shall have the meanings assigned to them in the Order.

SECTION 2. APPOINTMENT OF TENDER AGENT. Subject to the terms and conditions contained herein, \_\_\_\_\_ is hereby designated and appointed Tender Agent in the performance of its duties and obligations hereunder. \_\_\_\_\_ hereby accepts such appointment and the District consents to such designation and appointment.

The initial designated office of the Tender Agent in \_\_\_\_\_, \_\_\_\_\_ is: \_\_\_\_\_.

### SECTION 3. CREATION OF PAYMENT FUND.

(a) There is hereby created and established with the Tender Agent a special purpose and non-interest bearing trust fund designated “Copperas Cove Independent School District 2027B Remarketing Proceeds Payment Fund” (the “**Payment Fund**”), over which the Tender Agent shall

have the exclusive right of withdrawal for the exclusive benefit of the purchasers and sellers of Bonds tendered or deemed tendered for purchase pursuant to the Order. The “**General Account**,” the “**Liquidity Account**” and the “**Undelivered Bond Payment Account**” are hereby established as trust accounts within the Payment Fund.

(b) Any moneys received by the Tender Agent from the Remarketing Agent or from or on behalf of the District for the purchase of the Bonds pursuant to Section 7(a) hereof shall be deposited in the General Account of the Payment Fund, and any moneys received by the Tender Agent for the purchase of Bonds pursuant to Section 9 hereof shall be deposited in the Liquidity Account of the Payment Fund, and in each case shall be paid out in accordance with Section 10 hereof.

(c) On each date that Bonds are required to be delivered to the Tender Agent for purchase pursuant to Paragraph 8 of the Pricing Certificate (each such date a “**Purchase Date**”), the Tender Agent shall transfer from amounts on deposit in the General Account and the Liquidity Account to the Undelivered Bond Payment Account an amount equal to the Purchase Price of all Undelivered Bonds on such Purchase Date. Moneys in the Undelivered Bond Payment Account shall not be invested and shall be held by the Tender Agent for the exclusive benefit of the Owners of such Undelivered Bonds and applied as provided in Section 10 hereof.

(d) The Tender Agent shall have no responsibility with respect to the source of any funds provided to it for the purpose of paying the purchase price of the Bonds tendered for purchase, but shall be responsible for seeing that funds deposited with it pursuant to this Tender Agent Agreement are transferred to and expended from the appropriate fund and account. The Tender Agent shall have no obligation to expend its own funds in connection with any such purchase of Bonds, and shall have no obligation to pay the purchase price in any type of funds other than that received by the Tender Agent for such purpose as aforesaid. Moneys held by the Tender Agent in the Payment Fund shall not be invested.

SECTION 4. DEPOSIT OF BONDS. The Tender Agent agrees to hold all Bonds delivered to it (or transferred to the DTC Participant account of the Tender Agent if such Bonds are held in the book-entry system of DTC) pursuant to Paragraph 8 of the Pricing Certificate in trust for the benefit of the respective Owners which delivered or transferred such Bonds until required to be delivered or transferred by the Tender Agent pursuant to Section 11 or Section 12 hereof. With respect to any Purchased Bonds held in the book-entry system of DTC delivered to the Tender Agent under Section 9 hereof, the Tender Agent shall act as a DTC Participant on behalf of the Bank, as beneficial owner of such Purchased Bonds, and shall take all such actions on behalf of the Bank as may be required with respect thereto during such time as such Purchased Bonds are held in the book-entry system of DTC.

#### SECTION 5. REMARKETING OF THE BONDS.

(a) With respect to optional tenders of Bonds pursuant to the Order, promptly, but in no event later than the close of business on the Business Day on which it receives an irrevocable notice of tender (“**Notice of Tender**”) from an Owner of Bonds of its election to have the Tender Agent purchase such Bonds pursuant to Paragraph 8(a) of the Pricing Certificate, the Tender Agent shall give notice to the Remarketing Agent specifying the principal amount of Bonds for which it

has received a Notice of Tender, the names and addresses of the Owners thereof, and the date on which such Bonds are to be purchased (the “**Optional Purchase Date**”) in accordance with Paragraph 8(a) of the Pricing Certificate.

(b) Each mandatory tender date specified in Paragraph 8(b) of the Pricing Certificate shall be referred to collectively herein as a “**Mandatory Purchase Date**.” (Mandatory Purchase Dates and Optional Purchase Dates shall be referred to herein collectively as “**Purchase Dates**.”)

(c) No later than 10:00 a.m., eastern standard time, on the Business Day next preceding each Purchase Date, the Tender Agent shall give notice by telephone, promptly confirmed in writing, to the Remarketing Agent, the District and the Bank, if any, as to (A) the aggregate Purchase Price required to be deposited by the Remarketing Agent into the Purchase Fund pursuant to Section 7(a) hereof to purchase all of the Bonds to be tendered on such Purchase Date without requiring funds from the Bank, or from the District in the event there is no Remarketing Agent in place, and (B) the amount of such aggregate Purchase Price representing principal and the amount of such Purchase Price representing accrued interest.

(d) At or prior to 3:00 p.m., eastern standard time, on the Business Day next preceding any Purchase Date, the Remarketing Agent (or the District if no Remarketing Agent is in place) shall give notice to the Tender Agent, by telephone, promptly confirmed in writing, specifying the names, addresses and taxpayer identification numbers of the purchasers of, and the principal amount and denomination of, Bonds to be sold pursuant to Paragraph 8 of the Pricing Certificate, the Purchase Price at which the Bonds are to be sold and their date of sale and specifying the principal amount of Bonds to be tendered on the next Business Day for which it does not have commitments for purchase. Upon receipt of the notice set forth in the immediately preceding sentence, the Tender Agent shall, not later than 4:00 p.m., eastern standard time, on the date of receipt of such notice the Tender Agent shall give notice by telephone, telegram, telecopy, facsimile transmission, or other similar communication to the District, the Bank and the Paying Agent/Registrar specifying the principal amount of Bonds to be tendered as to which the Remarketing Agent has not found a purchaser. In the event there is a deficiency in the Payment Fund on the Purchase Date following the receipt of funds from the Remarketing Agent, the Tender Agent shall immediately notify the Bank, if any, and the District of the deficiency no later than 11:00 a.m. eastern standard time in the form required by a Liquidity Agreement of any Bonds for which it will not (as of the time and date of such certificate) receive sufficient moneys to effect a purchase. No later than 2:00 p.m. eastern standard time, on the Purchase Date, the Tender Agent shall cause the Paying Agent/Registrar to prepare Bonds in the Authorized Denominations and authenticated in the names specified by the Remarketing Agent or in the name of a Bank or its nominee, as appropriate.

SECTION 6. TENDER OF BONDS TO TENDER AGENT. Each Owner who is required to tender its Bond to the Tender Agent pursuant to the Order must tender such Bond to the Tender Agent no later than 5:00 p.m., eastern standard time, on the Business Day next preceding the Purchase Date (12:00 noon eastern standard time on the Purchase Date for Bonds held in the book-entry system of DTC). Any Bonds required to be tendered for purchase which are not in fact delivered or transferred on the book-entry system of DTC, but for which there has been irrevocably deposited with the Tender Agent in the Payment Fund an amount of money sufficient to pay the

Purchase Price thereof, shall be deemed to have been purchased by the Tender Agent pursuant to the Order and shall constitute Undelivered Bonds.

#### SECTION 7. DEPOSITS INTO THE PAYMENT FUND.

(a) The Remarketing Agent (or the District if no Remarketing Agent is in place) shall, at or prior to 10:30 a.m., eastern standard time, on each Purchase Date, cause the aggregate Purchase Price of tendered Bonds that have been successfully remarketed to be paid to the Tender Agent in immediately available funds for deposit in the General Account of the Payment Fund. The Remarketing Agent is required to redeliver or book-entry transfer such Bonds received from the Tender Agent to or for the benefit of the respective buyers not later than 2:00 p.m., eastern standard time, on the Purchase Date.

(b) The Remarketing Agent shall not be obligated to purchase with its own funds any Bonds which have not been remarketed and shall not be obligated to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, except as expressly provided in the Remarketing Agreement.

SECTION 8. NOTICE TO PAYING AGENT/REGISTRAR BY TENDER AGENT. The Tender Agent shall, at or prior to 5:00 p.m., eastern standard time, on the Business Day next preceding each Purchase Date, give notice, by telephone, promptly confirmed in writing, to the District, the Bank and the Paying Agent/Registrar of any Bonds for which it has received notice from the Remarketing Agent that the Remarketing Agent will not deposit in the Payment Fund sufficient moneys to effect a purchase, and stating the aggregate Purchase Price in respect of such Bonds and the amount of such aggregate Purchase Price representing principal and the amount of such Purchase Price representing accrued interest.

SECTION 9. PURCHASE OF TENDERED BONDS BY THE BANK; DEPOSITS INTO PAYMENT FUND; NOTICE TO PAYING AGENT/REGISTRAR AND TENDER AGENT RELEASE OF PURCHASED BONDS.

(a) If a Liquidity Agreement is in place, the Bank named therein, upon receipt of the notice in the form required by the Liquidity Agreement, will purchase such unremarketed Bonds by causing its portion of the aggregate Purchase Price thereof to be paid to the Tender Agent in immediately available funds for deposit in the Liquidity Account of the Payment Fund no later than 1:00 p.m., eastern standard time, on the Purchase Date against delivery or book-entry transfer of such Bonds at the time and in the manner set forth in the Liquidity Agreement.

(b) If, after 10:30 a.m., eastern standard time, on a Purchase Date, there exists a deficiency in the Payment Fund due to the non-receipt of the full amount of money anticipated to be deposited in such Funds pursuant to the Order on such Purchase Date, the Tender Agent shall, by not later than 11:00 a.m., eastern standard time, on the Purchase Date, notify the District and the Bank of the amount of the deficiency, plus interest on such Bonds to the date of purchase, if any. The Bank will cause all of its portion of such amount to be paid to the Tender Agent in immediately available funds for deposit in the Liquidity Account of the Payment Fund by 2:00 p.m., eastern standard time, on such Purchase Date.

(c) The Tender Agent agrees to hold Purchased Bonds as agent of the Bank (either directly or through its DTC Participant if such Purchased Bonds are held in the book-entry system of DTC) and to release any Purchased Bonds solely in accordance with the terms of the Liquidity Agreement.

SECTION 10. DISBURSEMENTS FROM THE PAYMENT FUND. Money in the General Account and Liquidity Account of the Payment Fund shall be applied by the Tender Agent at or before 2:30 p.m., eastern standard time, on each Purchase Date to purchase Bonds tendered to the Tender Agent at a purchase price equal to the principal amount of such Bonds, plus accrued interest, if any, to the extent of such moneys. Such purchase price shall be paid in immediately available funds on such Purchase Date; provided, however, that for so long as the Bonds are held in the book-entry system of DTC, or otherwise upon the request of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds, payment of the purchase price of tendered Bonds will be made by wire transfer in immediately available funds in accordance with the requirements of the book-entry system of DTC or in accordance with appropriate wire instructions provided by such Owner no later than five (5) Business Days prior to such Purchase Date, as the case may be. Money in the Undelivered Bond Payment Account of the Payment Fund shall be applied by the Tender Agent, to the extent possible, on and after each Purchase Date, to purchase Undelivered Bonds at the Purchase Price therefor upon presentation or book-entry transfer thereof to the Tender Agent.

The Tender Agent agrees to notify the Remarketing Agent, the Bank and the Paying Agent/Registrar immediately by telephone of the amount, if any, in the Payment Fund which is in excess of the amount necessary to purchase Bonds at 3:00 p.m., eastern standard time, on the Purchase Date. Any moneys remaining in the Payment Fund in excess of the amount needed to make the payments specified in Section 3(c) hereof, representing amounts received by the Bank, shall be wired to the Bank by the Tender Agent, as promptly as practicable. Any moneys remaining in the Payment Fund in excess of the amount needed to make the payments specified in Section 3(c) hereof, representing amounts received by or on behalf of the District, shall be transferred to the District by the Tender Agent, as promptly as practicable.

SECTION 11. TRANSFER AND DELIVERY OF TENDERED BONDS FOR PURCHASE. A principal amount of Bonds equal to the principal amount of Bonds remarketed by the Remarketing Agent pursuant to Sections 7 and 12 hereof, or remarketed by or on behalf of the District if no Remarketing Agent is in place, or purchased by the Bank pursuant to Section 9 hereof shall be authenticated by the Paying Agent/Registrar and delivered to, or as instructed by, the Remarketing Agent, the District or the Bank, as appropriate, and the Tender Agent shall cause the Paying Agent/Registrar to register such Bonds in the name or names provided by the Remarketing Agent, the District, or the Bank, as applicable. The Tender Agent shall deliver to the Paying Agent/Registrar for cancellation all Bonds purchased and transferred pursuant to Sections 7, 9 and 12 hereof.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the system of book-entry of DTC in accordance with Section 2.11 of the Bond Order, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the book-entry system of DTC to the applicable DTC Participant account for such beneficial owner, and (ii) Purchased Bonds shall be delivered to the Bank by a

transfer in the book-entry system of DTC to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

SECTION 12. REMARKETING OF PURCHASED BONDS. The Remarketing Agent shall exercise its best efforts to solicit purchases of any Purchased Bonds at a price of not less than par, plus interest accrued at the rate or rates at which interest accrues on the Bonds when held by an Owner other than the Bank or other holder of Purchased Bonds pursuant to the terms of the Bonds and the Order. The proceeds of any remarketing of such Purchased Bonds shall be deposited into the General Account of the Payment Fund. Upon receipt by the Tender Agent of funds representing the proceeds of the remarketing of such Purchased Bonds, new Bonds in place of such Purchased Bonds so remarketed shall be registered in the names of the buyers thereof by the Paying Agent/Registrar and delivered or transferred by book-entry by the Tender Agent to or for the benefit of the buyers thereof and the proceeds of such remarketing shall, prior to or simultaneously with such delivery or transfer, be transferred by the Tender Agent to the Bank by wire transfer in federal funds. If a Liquidity Agreement is then in place for the Bonds, the Bank shall deliver such remarketed Purchased Bonds to the Tender Agent on the date of such purchase. The Tender Agent agrees that it will, immediately upon receipt, send to the Bank by facsimile transmission or other electronic means copies of all notices and other communications received by the Tender Agent with respect to any of the Purchased Bonds.

SECTION 13. MAINTENANCE OF BOOKS AND RECORDS. The Tender Agent agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the District, the Bank and the Paying Agent/Registrar at all reasonable times.

SECTION 14. NOTICE. Except as specifically provided in this Tender Agent Agreement, all notices, demands and formal actions under this Tender Agent Agreement shall be in writing and mailed, telecommunicated or otherwise delivered to:

The Tender Agent and Paying Agent/Registrar

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

The District

Copperas Cove Independent School District  
408 S. Main St.  
Copperas Cove, Texas 76522

Attention: Superintendent

Telephone: (254) 547-1227

With a copy to:

SAMCO Capital Markets, Inc.  
5800 Granit Parkway, Suite 210  
Plano, Texas 75024

Attention: Doug White/Brian Grubbs  
Telephone: (214) 279-8683

The Remarketing Agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Bank

Notice information will be specified in a Liquidity Agreement, if any.

#### SECTION 15. GENERAL.

(a) Payment of Tender Agent; Indemnification. The District shall pay all reasonable and actual out of pocket expenses and fees of the Tender Agent for acting under and pursuant to this Tender Agent Agreement as set forth in Exhibit A hereto. To the extent permitted by law, the District shall indemnify and save harmless the Tender Agent and its officers and employees from and against any and all losses, costs, charges, expenses, judgments and liabilities to third parties arising out of its acting in good faith to carry out the transactions contemplated by this Tender Agent Agreement; provided, however, that such indemnification shall not apply to any losses, costs, charges, expenses, judgments or liabilities caused by the negligence or willful misconduct of the Tender Agent or its officers or employees; provided further, that in no event shall the Tender Agent request or require indemnification as a condition to taking any action in connection with any draw under the Liquidity Agreement, to making any deposits, payments or transfers when required hereunder or under the Order, or to delivery of any notice when required hereunder or under the Order. The terms of this Section 15(a) shall survive the termination of this Tender Agent Agreement.

(b) Tender Agent's Performance; Duty of Care. The Tender Agent consents and agrees to (i) hold all sums held by it for the payment of Bonds or Purchased Bonds, as applicable, in trust for the benefit of the Owners or the Bank, as applicable, until such sums shall be paid to the Owners or the Bank or otherwise disposed of as herein provided, and (ii) perform and comply with all the terms and provisions on its part contained in this Tender Agent Agreement, the Liquidity Agreement and the Order.

The duties and obligations of the Tender Agent shall be determined solely by the express provisions of this Tender Agent Agreement, the Liquidity Agreement and the Order, and no implied covenants or obligations shall be read into this Tender Agent Agreement against the

Tender Agent; and in the absence of negligence or willful misconduct on the part of the Tender Agent, the Tender Agent may conclusively rely, as to the truth of the statements expressed therein, upon any document furnished to the Tender Agent and conforming to the requirements of this Tender Agent Agreement and the Tender Agent may rely and shall be protected in acting upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties; but in the case of any such document which by any provision hereof is specifically required to be furnished to the Tender Agent, the Tender Agent shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Tender Agent Agreement.

No provision of this Tender Agent Agreement shall be construed to relieve the Tender Agent from liability for its own negligence or willful misconduct or that of its officers or employees.

Subject to the immediately preceding paragraph, the Tender Agent may consult with counsel selected by the Tender Agent with due care, and any written advice from such counsel with respect to compliance with the provisions of this Tender Agent Agreement shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

The Tender Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

No provisions of this Tender Agent Agreement shall require the Tender Agent 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.

(c) Payments. Any provision of this Tender Agent Agreement or any statute to the contrary notwithstanding, the Tender Agent hereby waives any rights to, or liens for, its fees, charges and expenses for services hereunder from funds or obligations credited to the Payment Fund. The Tender Agent agrees that it will be reimbursed and compensated for its fees, charges and expenses for acting under and pursuant to this Tender Agent Agreement only from payments to be made by the District pursuant to Section 15(a) hereof.

(d) Term of Tender Agent Agreement and Governing Law. This Tender Agent Agreement shall become effective upon the issuance of the Bonds and shall remain in full force and effect until (i) such time as the principal of and premium, if any, and interest on all Bonds issued under the Order shall have been paid or shall bear interest at a Fixed Rate; provided, however, that the District and the Tender Agent shall have fulfilled all their respective obligations hereunder, whereupon this Tender Agent Agreement shall terminate; or (ii) resignation by the Tender Agent or removal of the Tender Agent in accordance with Section 15(e) hereof, it being understood, in each case, that the Tender Agent does not waive or relinquish any rights it may have under Section 15(a) hereof THIS TENDER AGENT AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

(e) Resignation by or Removal of the Tender Agent. The Tender Agent may at any time resign and be discharged from the duties and obligations hereby created by giving at least

sixty (60) days' written notice by first class mail, postage prepaid, to the District, the Remarketing Agent, the Bank and the Paying Agent/Registrar; provided, that resignation or removal (as set out below) shall not be effective until a successor Tender Agent shall have been appointed by the District and has accepted such appointment. If no successor Tender Agent has been appointed within thirty (30) days after the effective date specified in such notice of resignation by the Tender Agent, the Tender Agent may request a court of competent jurisdiction to appoint a successor Tender Agent having the qualifications required by law. The Tender Agent may be removed at any time, at the direction of the District by an instrument signed by the District and filed with the Tender Agent, the Remarketing Agent, the Bank and the Paying Agent/Registrar. A copy of such notice of resignation or instrument of removal shall be sent by the Paying Agent/Registrar to each Rating Agency by which the Bonds are then rated.

If the Tender Agent is replaced, such Tender Agent, promptly upon the appointment of the successor, will deliver all funds held by the Tender Agent for the benefit of either the District or the Owners of the Bonds and all other pertinent books and records relating to the Bonds to the successor Tender Agent. The Tender Agent shall deliver the Liquidity Agreement to the successor Tender Agent.

(f) Amendments. This Tender Agent Agreement may not be amended so as to adversely affect the right of the Owners or the Bank to effect the purchase of Bonds pursuant to the Order without the prior written approval of the Bank. The District agrees to give to the Tender Agent prompt written notice of any modification or change of or supplement or amendment to the Order which would affect the rights or obligations of the Tender Agent hereunder. No such modification or change shall be effective against the Tender Agent unless the Tender Agent shall have consented thereto in writing.

(g) Successors and Assigns. The rights, duties and obligations of the District, the Paying Agent/Registrar, the Remarketing Agent and the Tender Agent hereunder shall inure, without further act, to their respective successors and permitted assigns; provided, however, that the Tender Agent may not assign or delegate its rights and obligations under this Tender Agent Agreement without the prior written consent of the District.

(h) Counterparts. This Tender Agent Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(i) Limited Liability. Any obligations of the District created by or arising out of this Tender Agent Agreement constitute obligations of the District payable from and secured by the levy of an annual ad valorem tax which shall be levied each year, without limit as to rate or amount, at a rate sufficient to provide the amount budgeted by the District to pay such obligations, all in accordance with Section 2.01 of the Bond Order.

(j) Certificate of Interested Parties Form 1295. The Tender Agent represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. The Remarketing Agent represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government

Code, as amended, pursuant to subsection (c)(4) thereof Accordingly, neither the Tender Agent nor the Remarketing Agent is required to file a Certificate of Interested Parties Form 1295.

SECTION 16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TENDER AGENT. The Tender Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Covered Verifications”), in entering into this Remarketing Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Tender Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Tender Agent Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Tender Agent Agreement, notwithstanding anything in this Tender Agent Agreement to the contrary. Notwithstanding anything in this Tender Agent Agreement to the contrary, the District reserved and retains all rights and remedies at law and equity for pursuit and recovery of damages, if any. For clarification purposes, except for surviving representations, warranties, and indemnities of the parties, this Tender Agent Agreement terminates as provided in Section 15 hereof; provided, such termination right may not be based on an existing or incipient breach of this Section 16.

(a) Not a Sanctioned Company. The Tender Agent 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, as amended. The foregoing representation excludes the Tender Agent and each of its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Tender Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Tender Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

(c) No Discrimination Against Firearm Entities. The Tender Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Tender Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

(d) No Boycott of Energy Companies. The Tender Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Tender Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Tender Agent Agreement to be duly executed and delivered as of the day and year first above written by their duly authorized respective officers.

COPPERAS COVE INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Pricing Officer

ADDRESS: 408 South Main Street

\_\_\_\_\_, as Tender Agent

By:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_, as Remarketing  
Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TENDER AGENT FEES**

*See attached*



**CERTIFICATE OF ABSENT MEMBER OF THE BOARD OF TRUSTEES OF  
COPPERAS COVE INDEPENDENT SCHOOL DISTRICT**

|                                           |   |
|-------------------------------------------|---|
| STATE OF TEXAS                            | § |
| COUNTIES OF CORYELL AND BELL              | § |
| COPPERAS COVE INDEPENDENT SCHOOL DISTRICT | § |

I, the undersigned member of the Board of Trustees of the Copperas Cove Independent School District (the “**Board**”), did not attend the special meeting of the Board on November 2, 2026, at which the meeting adopted the following:

**AN ORDER BY THE BOARD OF TRUSTEES OF THE COPPERAS COVE INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UNLIMITED TAX SCHOOL BUILDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO**

I hereby acknowledge that sufficient notice of such special meeting was given to me and hereby waive any other notice to which I otherwise may have been entitled.

WITNESS MY HAND THIS \_\_\_\_\_, 2026.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name