

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS RELATING TO “CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2023 (ARENA PROJECT)”;**  
**APPROVING THE RESOLUTION OF CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Corpus Christi Business and Job Development Corporation (the *Corporation*) was created by the City of Corpus Christi, Texas (the *City*), pursuant to the provisions of Chapters 501, 502, and 504, as amended, Texas Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated Article 5190.6, as amended) (collectively, the *Act*) and a resolution of the City Council of the City approved on September 27, 2000; and

WHEREAS, the Board of Directors (the *Board*) of the Corporation heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate principal amount of \$9,405,000 designated as “Corpus Christi Business and Job Development Corporation Sales Tax Revenue Refunding Bonds, Series 2014 (Arena Project)”, dated January 1, 2014, stated to mature on September 1 in each of the years 2024 through 2025 and in the principal amount of \$6,425,000 (the *Refunded Obligations*); and

WHEREAS, the Board intends to issue sales tax revenue refunding bonds the proceeds of which will be utilized to provide for the (i) refunding of the Refunded Obligations and (ii) payment of the costs of issuance of the sales tax revenue refunding bonds in a not to exceed aggregate principal amount of \$9,700,000; and

WHEREAS, pursuant to the provisions of Section 501.213 of the Act, the Board is authorized to issue sales tax revenue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the deposit of the proceeds from the sale of the sales tax revenue refunding bonds will be deposited directly with any designated escrow agent which is not the depository bank of the Board; and

WHEREAS, Section 501.204 of the Act requires the City Council of the City to approve the resolution of the Corporation providing for the issuance of the Bonds not more than sixty (60) days prior to the delivery of the sales tax revenue refunding bonds; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1: The Resolution authorizing the issuance of “Corpus Christi Business and Job Development Corporation Sales Tax Revenue Refunding Bonds, Taxable Series 2023 (Arena Project)” in an amount not to exceed \$9,700,000 (the *Bonds*), adopted by the Corporation on January 30, 2023 and submitted to the City Council this day (a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes, the *Corporation Resolution*), is hereby approved in all respects. The Bonds are being issued to provide for the (i) refunding of the Refunded Obligations and (ii) payment of the costs of their issuance.

SECTION 2: The approvals herein given are in accordance with Section 501.204 of the Act, and the Bonds shall never be construed an indebtedness or pledge of the City or the State of Texas (the *State*), within the meaning of any constitutional or statutory provision, and the owner of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Corporation Resolution.

SECTION 3: The City hereby agrees to promptly collect and remit to the Corporation the Gross Sales Tax Revenues (as defined in the Corporation Resolution) in accordance with the terms of the Corporation Resolution and the Act to provide for the prompt payment of the Bonds, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

SECTION 4: The Sales Tax Remittance Agreement, dated as of August 1, 2001, between the Corporation and the City (a copy of which is attached hereto as Exhibit B, the *Remittance Agreement*) provides for the transfer of the Sales Tax (as defined in the Corporation Resolution) from the City to the Corporation for use by the Corporation as security for its bonds issued for the Project (as defined in the Corporation Resolution). As the Bonds refund the Refunded Obligations, which were originally issued to finance the Project, the City hereby finds that the Bonds are also bonds issued for the Project. As a result, the City hereby affirms, ratifies, and approves the validity and enforceability of the Remittance Agreement for so long as the Bonds (or any bonds issued to refund the Bonds) remain outstanding.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND ADOPTED, this the 14th day of February, 2023.

CITY OF CORPUS CHRISTI, TEXAS

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Mayor

ATTEST:

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City Secretary

(CITY SEAL)

APPROVED THIS 14TH DAY OF FEBRUARY, 2023:

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City Attorney

Exhibit A – Corporation Resolution

Exhibit B – Sales Tax Remittance Agreement

THE STATE OF TEXAS )(

COUNTY OF NUECES )(

I, the undersigned, City Secretary of the City of Corpus Christi, Texas, do hereby certify that the above and foregoing is a true, full and correct copy of a Resolution passed by the City Council of the City of Corpus Christi, Texas (and of the minutes pertaining thereto) on the 14<sup>th</sup> day of February, 2023, authorizing the issuance of the Corpus Christi Business and Job Development Corporation's Sales Tax Revenue Refunding Bonds, Taxable Series 2023 (Arena Project), which resolution is duly of record in the minutes of said City Council, and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

EXECUTED UNDER MY HAND AND SEAL of said City, this the 14th day of February, 2023.

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City Secretary

(CITY SEAL)

The foregoing ordinance was read and passed on this the for the 14<sup>th</sup> day of February, 2023, by the following vote:

Paulette Guajardo	_____	Jim Klein	_____
Roland Barrera	_____	Mike Pusley	_____
Sylvia Campos	_____	Everett Roy	_____
Gil Hernandez	_____	Dan Suckley	_____
Michael Hunter	_____		

PASSED AND APPROVED, this the 14th day of February, 2023.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Paulette Guajardo  
Mayor

**EXHIBIT A**

Corporation Resolution

See Tab No. 1

**A RESOLUTION AUTHORIZING THE ISSUANCE OF “CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2023 (ARENA PROJECT)”;** PLEDGING CERTAIN “PLEGGED REVENUES” OF THE CORPORATION, INCLUDING “GROSS SALES TAX REVENUES”, TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AND ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AND AN ESCROW AGREEMENT; COMPLYING WITH THE LETTER OF REPRESENTATIONS WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF DIRECTORS AND CORPORATION STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Corpus Christi Business and Job Development Corporation (the *Corporation*) is a non-profit corporation created by the City of Corpus Christi, Texas (the *City*) pursuant to the provisions of the Chapters 501, 502, and 504, as amended, Texas Local Government Code (collectively, the *Act*) (formerly the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon’s Annotated Texas Civil Statutes); and

WHEREAS, pursuant to Subchapter F of Chapter 504 of the Act, the City has levied a sales tax and use tax for the benefit of the Corporation on the receipts from the sale at retail of taxable items within the City and on the use, storage or other consumption within the City of taxable items purchased, leased or rented from a retailer; and

WHEREAS, upon the City’s receipt of proceeds of such sales and use tax from the Comptroller of Public Accounts of the State of Texas, the City is required pursuant to the provisions of the Sales Tax Remittance Agreement dated August 1, 2001 to deliver the proceeds of such tax to the Corporation for use in carrying out its functions; and

WHEREAS, the Board of Directors (the *Board*) of the Corporation heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate principal amount of \$9,405,000 being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this resolution (the *Refunded Obligations*); and

WHEREAS, the Board intends to issue an aggregate principal of \$ \_\_, \_\_, \_\_ in sales tax revenue refunding bonds the proceeds of which will be utilized to provide for the (i) refunding of



the Refunded Obligations and (ii) payment of the costs of issuance of the sales tax revenue refunding bonds; and

WHEREAS, pursuant to the provisions of Section 501.213, as amended, Texas Local Government Code, the Board is authorized to issue sales tax revenue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the proceeds from the sale of the sales tax revenue refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the Board; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the Corporation for the purpose of a limitation on outstanding indebtedness or for any other purpose; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas currently serves as the paying agent for the Refunded Obligations; and

WHEREAS, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (which is not the depository bank of the Board) is hereby appointed as the Escrow Agent (hereinafter defined) for the sales tax revenue refunding bonds; and

WHEREAS, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ is hereby also appointed as Paying Agent/Registrar (hereafter defined) for the refunding bonds; and

WHEREAS, the Board also hereby finds and determines the refunding of the Refunded Obligations on a taxable basis are in Corporation's best interests; and

WHEREAS, the Board also hereby finds and determines that such refunding will result in a net present value loss of \$\_\_\_\_\_ (\_\_\_\_\_%), and a gross loss of approximately \$\_\_\_\_\_, taking into account the Corporation's contribution of \$\_\_\_\_\_; and

WHEREAS, the Board hereby finds and determines such sales tax revenue refunding bonds can and should now be issued provided that, as a prerequisite to such issuance, the governing body of the City by official action has first approved the issuance of the Bonds, as required by the Act; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Sales tax revenue refunding bonds of the Corporation shall be and are hereby authorized to be issued in the

aggregate principal amount of \$ \_\_, \_\_, \_\_ to be designated and bear the title “CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, TAXABLE SERIES 2023 (ARENA PROJECT)” (the *Bonds*) for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, in conformity with the Constitution and laws of the State of Texas, particularly the Act.

As authorized by Chapter 501 of the Act, which incorporates by reference the powers of a non-profit corporation organized and existing under the Texas Non-Profit Corporation Act (now codified as Chapter 22, Texas Business Organizations Code) and including Section 22.254, as amended, Texas Business Organizations Code, and the Bylaws of the Corporation the President, Vice President, Secretary, or the Executive Director of the Corporation, as well as the City Manager, Chief Financial Officer, and Director of Finance Services and Procurement of the City (each of the foregoing, individually, a *Designated Financial Official*), are hereby authorized, appointed, and designated as the officials of the Corporation authorized to individually act on behalf of the Corporation in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Resolution, including approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the rate of interest to be borne on the principal amount of each such maturity, and selection of the Purchasers (defined herein). Each Designated Financial Official, acting for and on behalf of the Corporation, is authorized to execute the Approval Certificate attached hereto as Schedule II. The Bonds shall be issued in the principal amount not to exceed \$9,700,000; the maximum maturity of the Bonds will be September 1, 2025; the net effective per annum interest rate shall not exceed a rate greater than 7.0% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code, and the net present value loss shall be not more than 3.0% (exclusive of any Corporation cash contribution and costs of issuance). The Corporation also reserves the right to change the dated date, and to delay the first interest payment date and maturity schedule. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the Corporation to the Purchasers in accordance with the provisions of the Act. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Resolution to reflect such final terms applicable to the Bonds.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities – Interest Rate – Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated March 1, 2023 (the *Dated Date*), and shall be in denominations of \$5,000 or any integral multiple thereof, shall be numbered consecutively from One (1) upward and the Bonds shall become due and payable on September 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Dated Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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Years of  
Stated Maturity

Principal  
Amounts (\$)

Interest  
Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Dated Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 in each year, commencing September 1, 2023 (the *Interest Payment Date*), while the Bonds are Outstanding.

SECTION 3: Payment of Bonds- Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, or otherwise, shall be payable to the Holder (hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder of the Bonds.

The selection and appointment of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the Corporation agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the Security Register) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Corporation may prescribe. The Corporation covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Corporation reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Corporation agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Bonds (the

*Holder or Holders*) appearing on the Security Register maintained on behalf of the Corporation by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of paying interest thereon, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The Corporation and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Corporation nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth (15<sup>th</sup>) day of the month next preceding the Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

A. Mandatory Redemption. The Bonds stated to mature on September 1, 20\_\_ and September 1, 20\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on September 1 in each of the years as set forth below:

Term Bonds  
Stated to Mature on  
September 1, 20\_\_

Year      Principal  
Amount (\$)

Term Bonds  
Stated to Mature on  
September 1, 20\_\_

Year      Principal  
Amount (\$)

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (i) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Bond Fund, or (iii) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Bonds having Stated Maturities on and after September 1, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Corporation, on September 1, 20\_\_, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Corporation shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Corporation to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Corporation.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first-class postage prepaid,

in the name of the Corporation and at the Corporation's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed, in whole or in part, at the address of the Holder appearing on the Security 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 Bonds, (ii) identify the 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 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 Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the Corporation of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*). Additionally, this notice may also be sent by the Corporation to any registered securities depository and to any national information service that disseminates redemption notices.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on said Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Resolution.

F. Transfer/Exchange of Bonds. Neither the Corporation nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Corporation by the President or Vice President, under its seal reproduced or impressed thereon, and attested by the Corporation Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Corporation shall bind the Corporation, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the

delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

**SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds.** The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Corporation shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Corporation shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Corporation, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the

same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond(s). The Bonds herein authorized shall be issued initially either (i) as a fully registered bond in the total principal amount of \$\_\_\_\_,\_\_\_\_,\_\_\_\_ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond(s)*) and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas. At any time after the delivery of the Initial Bond(s) to the initial purchaser(s), the Paying Agent/Registrar, upon written instructions from the purchaser(s), or his or their designee, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such written instructions from the initial purchaser(s), or his or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and 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 may, consistent herewith, be established by the Corporation or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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



B. Form of Bond.

REGISTERED NO. REGISTERED PRINCIPAL AMOUNT \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION  
SALES TAX REVENUE REFUNDING BOND,  
TAXABLE SERIES 2023 (ARENA PROJECT)

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:  
March 1, 2023

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

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

The Corpus Christi Business and Job Development Corporation (hereinafter referred to as the *Corporation*), a non-profit industrial development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502, 504, as amended, Texas Local Government Code (the *Act*), with its principal office located in the City of Corpus Christi, Texas (the *City*), for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified above, the Principal Amount stated above and to pay interest on the unpaid Principal Amount hereof from the Dated Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing September 1, 2023.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_, \_\_, \_\_ (herein referred to as the *Bonds*) for the purpose of providing funds for the

(i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, in conformity with the Constitution and laws of the State of Texas, including Chapters 501, 502, and 504, as amended, Texas Local Government Code, and pursuant to a Resolution adopted by the governing body of the Corporation (herein referred to as the *Resolution*).

The Bonds stated to mature on September 1, 20\_\_ and September 1, 20\_\_ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on September 1 in each of the years as set forth below:

Term Bonds Stated to Mature on September 1, 20__		Term Bonds Stated to Mature on September 1, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (i) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Bond Fund, or (iii) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Resolution, the Bonds stated to mature on and after September 1, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the Corporation, on September 1, 20\_\_, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to the Holder of the Bonds to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without

charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Corporation or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are payable solely from and equally and ratably secured by a lien on and pledge of the Pledged Revenues received by the Corporation, including the receipts from the Sales Tax levied for the benefit of the Corporation pursuant to the Act and an election held in the City. The Bonds do not constitute a legal or equitable, pledge, charge, lien or encumbrance upon any property of the Corporation or the City, except with respect to the Pledged Revenues. This Bond may not be paid in whole or in part from any property taxes raised or to be raised by the City and is not a debt of and does not give rise to a claim for payment against the City, except as to the Gross Sales Tax Revenues held by the City and required under the Act to be paid over to the Corporation. Neither the State of Texas, the City or any political corporation, subdivision or agency of the State of Texas shall be obligated to pay this Bond or the interest hereon and neither the faith and credit nor the taxing power of the State of Texas, the City or any other political corporation, subdivision or agency thereof is pledged to the payment of the principal of and interest on this Bond, except as noted above.

Subject to satisfying the terms and conditions prescribed therefor, the Corporation has reserved the right to issue additional revenue obligations payable, in whole or in part, from the Pledged Revenues and equally and ratably secured in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Resolution, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Pledged Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Corporation and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants

made therein may be discharged at or prior to the Stated Maturity of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Corporation and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the Corporation nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the Corporation is a non-profit industrial development corporation duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas, including the Act; that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the Corporation have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Resolution, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the Pledged Revenues as aforestated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Corporation has caused this Bond to be duly executed under the official seal of the Corporation as of the Dated Date.

CORPUS CHRISTI BUSINESS AND JOB  
DEVELOPMENT CORPORATION

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(CORPORATION SEAL)

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

C. \*Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
THE STATE OF TEXAS § REGISTER NO. \_\_\_\_\_

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

WITNESS my signature and seal of office this \_\_\_\_\_.

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

(SEAL)

\*NOTE TO PRINTER: Do Not Print on Definitive Bonds

D. \*Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued in the name of the Registered Owner shown above under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as Paying  
Agent/Registrar

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
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: \_\_\_\_\_

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.

Signature guaranteed:

\_\_\_\_\_

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

F. The Initial Bond(s) shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- (1) immediately under the name of the bond the headings “Interest Rate \_\_\_\_” and “Stated Maturity \_\_\_\_\_” shall both be completed “As Shown Below”;
- (2) the first two paragraphs shall be amended to read as follows:

The Corpus Christi Business and Job Development Corporation (hereinafter referred to as the *Corporation*), a non-profit industrial development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502, and 504, as amended, Texas Local Government Code (the *Act*), with its principal office located in the City of Corpus Christi, Texas (the *City*), for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the first day of September in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(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 Dated Date, or from the most recent interest payment date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing September 1, 2023.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Corporation or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the insurer.



SECTION 9: Definitions. For all purposes of this Resolution (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 40 of this Resolution have the meanings assigned to them in Section 40 of this Resolution, and all such terms, include the plural as well as the singular; (ii) all references in this Resolution to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Section or other subdivision.

A. The term *Act* shall mean the Chapters 501, 502, and 504, as amended, Texas Local Government Code (formerly the Development Corporation Act of 1979, as amended, Texas Revised Civil Statutes Annotated Article 5190.6), and, as applicable, the Texas Non-Profit Corporation Act (Chapter 22, as amended, Texas Business Organizations Code) whose powers are incorporated by reference under Section 501.054, as amended, Texas Local Government Code.

B. The term *Additional Obligations* shall mean bonds, notes or other evidences of indebtedness which the Corporation reserves the right to issue or enter into, as the case may be, in the future in accordance with the terms and conditions provided in Section 17 hereof and which, together with the Bonds, are equally and ratably secured by a first and prior pledge of and claim on the Pledged Revenues under the terms of this Resolution and a Supplemental Resolution.

C. The term *Annual Debt Service* shall mean, as of a particular date of computation and with respect to a particular Fiscal Year and to any Outstanding Parity Obligations, an amount of money equal to the aggregate of all interest payable during such Fiscal Year on all bonds of said series Outstanding on said date, plus all principal installments payable during such Fiscal Year with respect to all bonds of said series Outstanding on said date of computation, and less the portion of such principal and/or interest that the Corporation expects will be paid from the proceeds of debt or such other lawfully available funds of the Corporation to be utilized for such purpose, all calculated on the assumption that the bonds of said series will cease to be Outstanding by reason of the payment when due of principal installments payable at or after said date of computation with respect to the bonds of said series in accordance with this Resolution or the resolution or resolutions authorizing any series of Additional Obligations.

D. The term *Applicable Law* shall mean the Act and all other laws or statutes, rules or regulations of the State of Texas or the United States of America which govern the Corporation or its property.

E. The term *Average Annual Debt Service Requirements* shall mean, as of any particular date of computation, the aggregate of the Annual Debt Service of the Outstanding Parity Obligations divided by the number of years from the date of computation to the date of which the last Outstanding Parity Obligations matures. For purposes of this computation, a fraction of a year will be considered a full year.

F. The term *Board* shall mean the Board of Directors of the Corporation.

G. The term *Bonds* shall mean the “Corpus Christi Business and Job Development Corporation Sales Tax Revenue Refunding Bonds, Taxable Series 2023 (Arena Project)”, dated March 1, 2023, authorized by this Resolution.

H. The term *City* shall mean the City of Corpus Christi, Texas.

I. The term *Closing Date* shall mean the date of physical delivery of the Initial Bonds in exchange for the payment of the agreed purchase price for the Bonds.

J. The term *Corporation* shall mean the Corpus Christi Business and Job Development Corporation, a non-profit industrial development corporation organized and existing under and pursuant to the laws of the State of Texas, including the Act, with its principal place of business in Nueces County, Texas.

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

L. The term *Depository* shall mean a commercial bank or other qualified financial institution eligible and qualified to serve as the custodian of the Corporation’s monetary accounts and funds.

M. The term *Designated Financial Official* shall mean the President, Vice President, Secretary, the Executive Director of the Corporation, the City Manager of the City, the Chief Financial Officer of the City, and/or the Director of Finance Services and Procurement of the City.

N. The term *Fiscal Year* shall mean the twelve month financial accounting period used by the Corporation ending September 30 in each year, or such other twelve consecutive month period established by the Corporation.

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

(iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

P. The term *Gross Sales Tax Revenues* shall mean all of the revenues or receipts due or owing to, or collected or received by or on behalf of the Corporation by the City or otherwise pursuant to Subchapter F of Chapter 504 of the Act and the election held November 7, 2000, less any amounts due and owed to the Comptroller of Public Accounts of the State of Texas as charges for the collection of the Sales Tax or retention by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retention are authorized or required by Applicable Law.

Q. The term *Outstanding* when used in this Resolution with respect to Bonds or Parity Obligations, as the case may be, means, as of the date of determination, all Bonds and Parity Obligations theretofore sold, issued and delivered by the Corporation, except:

(1) those Bonds or Parity Obligations canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Bonds or Parity Obligations paid or deemed to be paid in accordance with the provisions of Section 23 hereof or similar provisions of any Supplemental Resolution authorizing the issuance of Additional Obligations.

(3) those Bonds or Parity Obligations that have been mutilated, destroyed, lost, or stolen and replacement obligations have been registered and delivered in lieu thereof.

R. The term *Parity Obligations* shall mean collectively, the Bonds and any Additional Obligations.

S. The term *Pledged Revenues* shall mean collectively (i) Gross Sales Tax Revenues from time to time deposited or owing to the Revenue Fund, and (ii) such other money, income, revenue, receipts or other property as may be specifically dedicated, pledged or otherwise encumbered in a Supplemental Resolution for the payment and security of Parity Obligations.

T. The term *Project* shall mean the, generally, improvement and enhancement of the downtown Arena, and the payment of other costs necessary or incident to the construction of such improvements as permitted by the proposition approved at the November 7, 2000 election, for the specific purpose of the promotion and encouragement of employment and the public welfare.

U. The term *Required Reserve* shall mean the amount required to be accumulated and maintained in the Reserve Fund under the provisions of Section 13 hereof.

V. The term *Sales Tax* shall mean the local sales and use tax authorized under Subchapter F of Chapter 504 of the Act, approved at an election held on November 7, 2000, and the effective date for the imposition and application of such Sales Tax within the corporate limits of the City by the Comptroller of Public Accounts of the State of Texas being April 1, 2001, together with any increases in the rate of such Sales Tax authorized and provided by Applicable Law.

W. The term *Supplemental Resolution* shall mean any resolution of the Board supplementing this Resolution for the purpose of authorizing and providing the terms and provisions of the Bonds or Additional Obligations, or supplementing or amending this Resolution for any other authorized purpose permitted in Section 17, 18 or 19 hereof, including resolutions authorizing the issuance of Additional Obligations or pledging and encumbering income, revenues, receipts or property other than the Gross Sales Tax Revenues to the payment and security of the Parity Obligations.

X. The term *Surety Bond* - includes a surety bond, insurance policy, letter of credit, or other agreement or instrument whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instruments.

SECTION 10: Pledge.

A. The Corporation hereby covenants and agrees that the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Parity Obligations, are hereby irrevocably pledged to the payment and security of the Parity Obligations, if issued, including the establishment and maintenance of the special funds created and established in this Resolution and any Supplemental Resolution, all as hereinafter provided. The Corporation hereby resolves that the Parity Obligations shall constitute a lien on the Pledged Revenues in accordance with the terms of this Resolution and any Supplemental Resolution, which lien shall be valid and binding without any further action by the Corporation and without any filing or recording with respect thereto except in the records of the Corporation.

B. Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds and the pledge of Pledged Revenues granted by the Corporation under subsection (A) of this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Corporation is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 11: Revenue Fund. The Corporation hereby confirms the prior establishment and agrees and covenants to maintain a fund or account at a Depository for the deposit of the Pledged Revenues as received by the Corporation, which fund or account shall be known on the books and records of the Corporation as the "Revenue Fund". All Pledged Revenues deposited to the credit of such Fund shall be accounted for separate and apart from all other revenues, receipts and income of the Corporation and, with respect to the Gross Sales Tax Revenues, the Corporation shall further account for such funds separate and apart from the other Pledged Revenues deposited to the credit of the Revenue Fund. All Pledged Revenues deposited to the credit of the Revenue Fund shall be appropriated and expended to the extent required by this Resolution and any Supplemental Resolution for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Parity Obligations as the same becomes due and payable;

Second: To the payment of the amounts required to be deposited in the Reserve Fund to establish and maintain the Required Reserve in accordance with the provisions of this Resolution and any Supplemental Resolution;

Third: To the payment of amounts required to be deposited in any other fund or account required by any Supplemental Resolution authorizing the issuance of Parity Obligations; and

Fourth: To any fund or account held at any place or places, or to any payee, required by any other resolution of the Board which authorized the issuance of obligations or the creation of debt of the Corporation having a lien on the Pledged Revenues subordinate to the lien created herein on behalf of the Parity Obligations.

Any Pledged Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other lawful purpose now or hereafter permitted by Applicable Law, including, but not limited to, the monthly transfer of any such funds to the City to pay maintenance and operating expenses of the Project (which includes the specific fund heretofore created and maintained by the City, and hereby ratified and confirmed, for such purpose and herein referred to as the *Project Improvement and Coverage Fund*).

**SECTION 12: Bond Fund - Surplus Bond Proceeds.** For the purpose of providing funds to pay the principal of and interest on Parity Obligations, the Corporation agrees and covenants to maintain a separate and special account or fund on the books and records of the Corporation known as “Corpus Christi Business and Job Development Corporation Sales Tax Revenue Bonds Interest and Sinking Fund (Arena Project)” (the *Bond Fund*), and all money deposited to the credit of such Fund shall be held in a special banking fund or account maintained at a Depository of the Corporation. The Corporation covenants that there shall be deposited into the Bond Fund prior to each principal and interest payment date from the Pledged Revenues an amount equal to one hundred percent (100%) of the interest on and the principal of the Bonds then stated to mature and payable, and such deposits to pay principal and accrued interest on the Bonds shall be made in substantially equal monthly installments on or before (i) the 25<sup>th</sup> day of each month beginning on or before the 25<sup>th</sup> day of the month next following the delivery of the Bonds to the initial purchasers thereof.

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

Accrued interest, if any, received from the issuance of any Parity Obligations shall be taken into consideration and shall reduce the amount of the monthly deposits hereinabove required to be deposited into the Bond Fund from the Pledged Revenues. Additionally, any proceeds of the Bonds, if any, not required to construct or renovate the Project shall be deposited into the Bond Fund and shall be taken into consideration and shall reduce the amount of monthly deposits required to be deposited into the Bond Fund from the Pledged Revenues. Lastly, any interest income transferred to the Bond Fund from the Reserve Fund or the Revenue Fund shall reduce the amount of monthly deposits required to be deposited into the Bond Fund from the Pledged Revenues.

SECTION 13: Reserve Fund. To accumulate and maintain a reserve for the payment of the Parity Obligations equal to 125% of the Average Annual Debt Service Requirements or such lesser amount as restricted by the Code (calculated by the Board at the beginning of each Fiscal Year and as of the date of issuance of the Bonds and each series of Additional Obligations) for the Parity Obligations (the *Required Reserve Amount*), the Corporation hereby creates and establishes, and shall maintain at a Depository a separate and special fund known as the “Corpus Christi Business and Job Development Corporation Sales Tax Revenue Bonds Reserve Fund” (the *Reserve Fund*). Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until the Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. All funds deposited into the Reserve Fund shall be used solely for the payment of the principal of and interest on the Parity Obligations, when and to the extent other funds available for such purposes are insufficient, and, in addition, may be used to retire the last Stated Maturity or Stated Maturities of or interest on the Parity Obligations.

The Corporation may acquire a Surety Policy or Policies issued by a Surety Provider in amounts equal to all or part of the Required Reserve Amount for the Parity Obligations in lieu of depositing cash into the Reserve Fund; provided, however, that no such Surety Policy may be so substituted unless the substitution of the Surety Policy will not, in and of itself, cause any ratings then assigned to the Parity Obligations by any Rating Agency to be lowered and the resolution authorizing the substitution of the Surety Policy for all or part of the Required Reserve Amount for the Parity Obligations contains (i) a finding that such substitution is cost effective and (ii) a provision that the interest due on any repayment obligation of the Corporation by reason of payments made under such Surety Policy does not exceed the highest lawful rate of interest which may be paid by the Corporation at the time of the delivery of the Surety Policy. The Corporation reserves the right to use Gross Sales Tax Revenues to fund the payment of (1) periodic premiums on the Surety Policy as a part of the payment of the Corporation’s maintenance and operating expenses, and (2) any repayment obligation incurred by the Corporation (including interest) to the Surety Provider, the payment of which will result in the reinstatement of such Surety Policy, prior to making payments required to be made to the Reserve Fund pursuant to the provisions of this Section to restore the balance in such fund the Required Reserve Amount for the Parity Obligations.

Until the issuance of any Additional Obligations (or as from time to time recalculated by the Board as provided in the first paragraph of this Section), the Required Reserve Amount is \$ \_\_\_\_\_. This amount shall be deposited to the Reserve Fund at such time as may be required

pursuant to the provisions of this section from Revenues, paid from the Revenue Fund at such level of priority as specified in Section 11, by the deposit of monthly installments, made on or before the business day before the first day of each month following the month in which such obligation to fund the Reserve Fund arises, of not less than 1/60th of the amount to be maintained in the Reserve Fund.

As and when Additional Obligations are delivered or incurred, the Required Reserve Amount shall be increased, if required, to an amount calculated in the manner provided in the first paragraph of this Section. Any additional amount required to be maintained in the Reserve Fund shall be so accumulated by the deposit of all or a portion of the necessary amount from the proceeds of the issue or other lawfully available funds in the Reserve Fund immediately after the delivery of the then proposed Additional Obligations, or, at the option of the Corporation, by the deposit of monthly installments, made on or before the business day before the first day of each month following the month of delivery of the then proposed Additional Obligations, of not less than 1/60th of the additional amount to be maintained in the Reserve Fund by reason of the issuance of the Additional Obligations then being issued (or 1/60th of the balance of the additional amount not deposited immediately in cash) (such deposits, the *Required Reserve Fund Deposits*), thereby ensuring the accumulation in the Reserve Fund of the appropriate Required Reserve Amount.

When and for so long as the cash and investments in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (other than as the result of the issuance of Additional Obligations as provided in the preceding paragraph), the Corporation covenants and agrees to cure the deficiency in the Required Reserve Amount by resuming the Required Reserve Fund Deposits to the Reserve Fund from the Pledged Revenues in monthly deposit amounts equal to not less than 1/60th of the Required Reserve Amount covenanted by the Corporation to be maintained in the Reserve Fund. Any such deficiency payments shall be made on or before the business day before the 25<sup>th</sup> day of each month until the Required Reserve Amount has been fully restored. The Corporation further covenants and agrees that, subject only to the prior payments to be made to the Debt Service Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount and to cure any deficiency in such amounts as required by the terms of this Resolution and any other resolution pertaining to the issuance of Additional Obligations.

During such time as the Reserve Fund contains the Required Reserve Amount, the Board may, at its option, withdraw all surplus funds in the Reserve Fund in excess of the Required Reserve Amount. Any such withdrawn surplus shall be deposited to the Bond Fund or used by the Corporation for any other lawful purpose; provided, however, to the extent that such excess amount represents Parity Obligation proceeds, then such amount must be transferred to the Bond Fund or be otherwise used in accordance with then-applicable Texas law.

In the event a Surety Policy issued to satisfy all or a part of the Corporation's obligation with respect to the Reserve Fund causes the amount then on deposit in the Reserve Fund to exceed the Required Reserve Amount for the Parity Obligations, the Board may transfer such excess amount to any fund or funds established for the payment of or security for the Parity Obligations (including any escrow established for the final payment of any such obligations pursuant to the

provisions of Chapter 1207, as amended, Texas Government Code), or be used for any lawful purposes; provided, however, to the extent that such excess amount represents Parity Obligation proceeds, then such amount must be transferred to the Bond Fund or be otherwise used in accordance with then-applicable Texas law.

Notwithstanding anything to the contrary contained in this Section, the requirements set forth above to fund the Reserve Fund in the amount of the Required Reserve Amount shall be suspended for such time as the Pledged Revenues for each Fiscal Year are equal to at least 135% of the Average Annual Debt Service Requirements. In the event that the Pledged Revenues for any two consecutive Fiscal Years are less than 135% (unless such percentage is below 100% in any Fiscal Year, in which case the hereinafter-specified requirements will commence after such Fiscal Year) of the Average Annual Debt Service Requirements, the Corporation will be required to commence making the deposits to the Reserve Fund, as provided above, and to continue making such deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve Amount or (ii) the Pledged Revenues for a Fiscal Year have been equal to not less than 135% of the Average Annual Debt Service Requirements. In making a determination that the Corporation has satisfied the coverage requirements necessary to prevent the triggering of a requirement to fund the Reserve Fund, the Corporation may consider in its calculations uncommitted or unrestricted amounts on deposit in the Project Improvement and Coverage Fund.

SECTION 14: Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Bond Fund or Reserve Fund, such deficiency shall be cured as soon as possible from the next available Pledged Revenues, or from any other sources lawfully available for such purpose.

SECTION 15: Payment of Bonds. While any of the Bonds are Outstanding, any Designated Financial Official shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 16: Investment of Funds - Valuation - Transfer of Investment Income.

A. Money in the Revenue Fund, the Bond Fund, and the Reserve Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities of the United States of America or as otherwise permitted by state law including, but not limited to, the Public Funds Investment Act, as amended, Chapter 2256, as amended, Texas Government Code, or any successor provision of law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investments with any national bank) that the money required to be expended from any fund will be available at the proper time or times, and provided further that in no event shall such deposits



or investments of money in the Reserve Fund mature later than the final maturity date of the Parity Obligations. All such investments shall be valued in terms of current market value no less frequently than the last business day of the Corporation's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as hereinafter provided. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the Corporation, in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at the Depository, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

B. All interest and income derived from such deposits and investments (other than interest and income derived from deposits to the Reserve Fund if the Reserve Fund does not contain the Required Reserve Amount) shall be credited to the Bond Fund and be treated as provided in Section 12 hereof.

SECTION 17: Issuance of Additional Obligations. Subject to the provisions hereinafter appearing as to conditions precedent which must be satisfied, the Corporation reserves the right to issue, from time to time as needed, Additional Obligations for any lawful purpose. Such Additional Obligations may be issued in such form and manner as the Corporation shall determine, provided, however, prior to issuing or incurring such Additional Obligations, the following conditions precedent for the authorization and issuance of the same are satisfied:

A. Except for a refunding to cure a default or the deposit of all or a portion of the proceeds of any Additional Obligations to satisfy the Corporation's obligations under this Resolution, the Executive Director of the Corporation (or other officer of the Corporation then having the primary responsibility for the financial affairs of the Corporation) shall have executed a certificate stating that, to the best of his or her knowledge and belief, the Corporation is not then in default as to any covenant, obligation or agreement contained in the Resolution or a Supplemental Resolution.

B. The Executive Director of the Corporation has certified that, according to the books and records of the Corporation, the Gross Sales Tax Revenues received by the Corporation for either (i) the last completed Fiscal Year next preceding the adoption of the Supplemental Resolution authorizing the issuance of the proposed Additional Obligations or (ii) any twelve (12) consecutive months out of the previous eighteen (18) months next preceding the adoption of the Supplemental Resolution authorizing the Additional Obligations were equal to not less than 1.25 times the average annual Debt Service requirements for all Parity Obligations then Outstanding and after giving effect to the issuance of the Additional Obligations then being issued.

C. The Required Reserve to be accumulated and maintained in the Reserve Fund is increased to the extent required by Section 13 or such increase in the Required Reserve is provided in whole or in part by a Surety Bond or as otherwise permitted to be funded under Section 13.

SECTION 18: Refunding Bonds. The Corporation reserves the right to issue refunding bonds to refund all or any part of the Outstanding Parity Obligations, pursuant to any Applicable Law then available, upon such terms and conditions as the Board of Directors may deem to be in the best interest of the Corporation, and if less than all such Outstanding Parity Obligations are refunded, the conditions precedent prescribed for the issuance of Additional Obligations set forth in Section 17 of this Resolution shall be satisfied and the Executive Director's certificate or opinion required in subparagraph B shall give effect to the Debt Service requirements of the proposed refunding bonds (but shall not give effect to the Debt Service requirements of the bonds being refunded following their cancellation or provision being made for their payment); provided that, if after giving effect to any such partial refunding the average annual Debt Service requirements for all Outstanding Parity Obligations will be reduced, then the test set forth in subparagraph B clause (ii) of Section 17 shall be applied by substituting "1.00" for "1.25".

SECTION 19: Right to Create Subordinate Debt. Except as may be limited by a Supplemental Resolution, the Corporation shall have the right to issue or create any debt payable from or secured by a lien on all or any part of the Gross Sales Tax Revenues included in Pledged Revenues for any lawful purpose without complying with the provisions of Section 17 or 18 hereof, provided the pledge and the lien securing such debt is subordinate to the pledge and lien established, made and created in Section 10 of this Resolution with respect to the Pledged Revenues to the payment and security of the Parity Obligations.

SECTION 20: Confirmation and Levy of Sales Tax. (a) The Board hereby represents that the City has duly complied with the provisions of the Act for the levy of the Sales Tax at the rate voted at the election held by and within the City on November 7, 2000, and such Sales Tax is being imposed within the corporate limits of the City and the receipts of such Sales Tax are being remitted to the City by the Comptroller of Public Accounts on a monthly basis.

(b) While any Bonds are Outstanding, the Corporation covenants, agrees and warrants to take and pursue all action permissible to cause the Sales Tax, at said rate or at a higher rate if legally permitted, to be levied and collected continuously, in the manner and to the maximum extent permitted by law, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate stated, confirmed and ordered in subsection (a) of this Section to be ordered or permitted while any Bonds shall remain Outstanding.

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

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

(e) The Corporation agrees to use its best efforts to cause the City to comply with the Act and shall cause the Gross Sales Tax Revenues to be deposited to the credit of the Revenue Fund in their entirety immediately upon receipt by the City. In the alternative and if legally authorized, the Corporation shall, by appropriate notice, direction, request or other legal method, use its good-faith efforts to cause the Comptroller of Public Accounts of the State of Texas to pay all Gross Sales Tax Revenues directly to the Corporation for deposit to the Revenue Fund.

SECTION 21: Records and Accounts. The Corporation hereby covenants and agrees that while any of the Bonds are Outstanding, it will keep and maintain complete records and accounts in accordance with generally accepted accounting principles, and following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

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

B. A balance sheet for the Corporation as of the end of such Fiscal Year.

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

The audits herein required shall be made within 180 days following the close of each Fiscal Year insofar as is possible.

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

SECTION 22: Representations as to Security for the Bonds.

(a) The Corporation represents and warrants that, upon issuance and except for the Parity Obligations, the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Resolution except as expressly provided herein.

(b) The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable obligations of the Corporation in accordance with their terms and the terms of this

Resolution, subject only to any applicable principles of sovereign immunity and bankruptcy or insolvency laws or to any laws affecting creditors' rights generally.

(c) The Corporation shall at all times, to the extent permitted by Applicable Law, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Holders against all claims and demands of all persons whomsoever.

(d) The Corporation will take, and use its best efforts to cause the City to take, all steps reasonably necessary and appropriate to collect all delinquencies in the collection of the Sales Tax to the fullest extent permitted by Applicable Law.

(e) The provisions, covenants, pledge and lien on and against the Pledged Revenues, as herein set forth, are established and shall be for the equal benefit, protection and security of the owners and holders of Parity Obligations without distinction as to priority and rights under this Resolution.

(f) The Parity Obligations shall constitute limited and special obligations of the Corporation, payable solely from, and equally and ratably secured by a parity pledge of and lien on, the Pledged Revenues, and not from any other revenues, properties or income of the Corporation. The Bonds may not be paid in whole or in part from any property taxes raised or to be raised by the City and shall not constitute debts or obligations of the State of Texas or of the City, and the Holders, shall never have the right to demand payment out of any funds raised or to be raised by any system of ad valorem taxation.

SECTION 23: Satisfaction of Obligation of Corporation. If the Corporation shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenues under this Resolution and all covenants, agreements, and other obligations of the Corporation to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity, or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have, in the case of a net defeasance, been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, at the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements thereof acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a gross defeasance of the Bonds, the Corporation shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or

Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The Corporation covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 26 hereof).

Any money so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Corporation or deposited as directed by the Corporation. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the Corporation be remitted to the Corporation against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Corporation expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 24: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Corporation, and shall not be amended or repealed by the Corporation while any Bond remains Outstanding except as permitted in this Section. The Corporation, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Corporation may, with the written consent from the owners holding a majority in aggregate principal amount of the Parity Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the written consent of all Holders of Outstanding Bonds effected, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, 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, (2) give any preference to any Parity Obligation over any other Parity Obligation, or (3) reduce the aggregate principal amount of Bonds or Parity Obligations, as the case may be, required to be held for consent to any such amendment, addition, or rescission.

SECTION 25: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Corporation and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Corporation and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Corporation, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 26: Reserved.

SECTION 27: Events of Default and Remedies.

A. Events of Default. Under this Resolution, each of the following occurrences or events is an "Event of Default":

(1) The failure to make payment of the principal of, or interest on, any of the Parity Obligations or when the same is due and payable;

(2) The failure to make a deposit in the Bond Fund or Reserve Fund, in the amounts and at the times required by Sections 12 and 13, respectively and the continuation of such failure for a period of 30 days;

(3) Default in the performance or observance of any covenant, agreement or obligation of the Corporation under this Resolution (other than those in clauses (1) and (2) of this Section (A), which such default materially and adversely affects the rights of the Holders and the continuation thereof for a period of sixty (60) days after written notice specifying such default has been provided to the Corporation by or on behalf of the Holders and requesting that the default be remedied; provided that such sixty (60) day period shall not include any period of time during which the Corporation or the Board is prevented by reason of Force Majeure (as defined below) at the time from performing or observing the covenant, condition or agreement with respect to which any default exists but during which the Corporation is diligently attempting to cure such default;

(4) An order of relief shall be issued by the Bankruptcy Court of the United States District Court having jurisdiction, granting the Corporation any relief under any Applicable Law relating to the bankruptcy of governmental units of the State of Texas, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the Corporation or any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(5) The Corporation shall have consented to the institution of proceedings in bankruptcy against it, or shall have consented to the institution of any insolvency proceeding against it under any federal or state insolvency laws, or shall have consented to the filing of any petition, application or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official for the Corporation or of any substantial part of its property, affairs or assets.

For purposes of this Resolution, “Force Majeure” means any act of God or the public enemy; strike, lockout, work slowdown or stoppage or other labor dispute; insurrection, riot or other civil disturbance; order of the government of the United States or of any state thereof or order of any other civil or military authority; failure of a public utility; or other condition or event beyond the reasonable control of the Corporation or the Board, other than a financial condition, business condition or condition or event constituting frustration of purpose.

**B. Remedies for Event of Default.**

(1) Upon the occurrence and continuance of any Event of Default, the Paying Agent/Registrar may (a) proceed against the Corporation for the purpose of protecting and enforcing the rights of all of the Holders under this Resolution, by action seeking mandamus or by other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Law, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction, or, in the appropriate case, for the appointment of a receiver (with the powers established in Section 501.157 of Chapter 501 of the Act) or administrator of the affairs, properties and assets of the Corporation seeking the better management of the affairs of the Corporation in order to increase the likelihood that such default will be cured and that all Bonds will be thereafter paid in a timely manner and in full, and (b) exercise any other rights and remedies available under Applicable Law (including, without limitation, any available to a secured party under the uniform commercial code).

(2) From and after the 30th day after any Event of Default under this Resolution (for which a remedy is required or is sought under subsection (1)) has been cured, the Corporation will be restored to its former position under this Resolution prior to such default. Any proceedings theretofore commenced for relief are to be abandoned and dismissed by the Paying Agent/Registrar within 30 days after such default has been cured.

(3) The right to accelerate the maturity of any Bond is not granted in this Resolution.

C. Restriction on Holder's Action.

(1) Except as provided in subsections (2) and (3) of this Section 27.C, all remedies available upon an Event of Default shall be exercised solely by the Paying Agent/Registrar, on behalf of the Holders of all Outstanding Bonds, and no Holder of any Outstanding Bonds has any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Resolution, the execution of any lien or security interest provided by this Resolution or for any other remedy under this Resolution, unless:

(a) such Holder shall have previously given to the Paying Agent/Registrar written notice of the happening of an Event of Default;

(b) the Holders of at least 25% in principal amount of the Bonds then Outstanding shall have (A) filed a written request with the Paying Agent/Registrar, and shall have offered the Paying Agent/Registrar reasonable opportunity to exercise the powers available under this Resolution or Applicable Law or to institute such action, suit or proceeding in the Paying Agent/Registrar's own name, and (B) offered to the Paying Agent/Registrar security and indemnity satisfactory to the Paying Agent/Registrar against the costs, expenses and liabilities to be incurred in connection with such suit, action or proceeding; and

(c) the Paying Agent/Registrar shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity;

provided that, no Holder of Bonds shall have any right in any manner whatever by his action to affect, disturb or prejudice the pledge and security interests created by this Resolution, except in the manner herein provided and, further provided that, all proceedings at law or in equity to enforce any provisions of this Resolution shall be instituted or maintained in the manner provided in this Resolution and for the equal benefit of all Holders of the Outstanding Bonds.

(2) Any Holder of Bonds has the right individually and in his own name to (a) enforce a Paying Agent/Registrar's obligation to make payment of Bonds when due from funds available therefor, and (b) perfect such Holder's claim on the Pledged Revenues for matured and unpaid amounts by direct action on his Bond.

(3) During any period in which all Bonds Outstanding under this Resolution shall be owned by a single Holder, such Holder may proceed to enforce all rights and remedies available hereunder without regard to the restrictions set forth in this Section 27.C.

D. Application of Pledged Revenues and Other Money After Default.



(1) During the continuance of an Event of Default, all money, securities, funds and the Pledged Revenues and the income therefrom which are received by the Paying Agent/Registrar under this Resolution shall be applied by the Paying Agent/Registrar as follows and in the following order:

(a) to the payment of amounts then due to the Paying Agent/Registrar;

(b) to the payment ratably of all unpaid installments of interest then due on the Outstanding Bonds, without discrimination or preference among the Holders entitled to such payment;

(c) to the payment of all principal and premium, if any, then due on the Outstanding Bonds, together with interest on such overdue principal from the respective dates upon which such principal became due, and if the amount available is not sufficient to pay in full such amounts on any particular date, then to the payment ratably according to the amount of principal due on such date, without discrimination or preference among the Holders entitled to such payment;

(d) to the extent that the principal of all of the Bonds shall not have become due and payable, to make the deposits in the Bond Fund and Reserve Fund, in the amounts and in the order of priority required by Section 12 hereof, and if the amount available is not sufficient to make all such deposits in full, then such deposits shall be made ratably among such funds or accounts, subject to the priority given to the Bond Fund over the Reserve Fund and to each of such funds over any other funds or accounts.

(2) Within ten (10) days of receipt of such good and available funds, the Paying Agent/Registrar may fix a record and payment date for any payment to be made to Holders pursuant to this Section.

(3) The restoration of the Corporation to its prior position after any and all Events of Default have been cured, does not extend to or affect any subsequent default under this Resolution or impair any right consequent thereon.

E. Notice of Event of Default. The Corporation is required to promptly give to the Paying Agent/Registrar, notice of each Event of Default under this Resolution, unless such Event of Default shall have been remedied or cured before the giving of such notice.

#### SECTION 28: Notices and Other Communications.

A. All notices, consents, approvals, requests and other communications under this Resolution or with respect to the Bonds under this Resolution shall be in writing and delivered by registered or certified mail, return receipt, postage paid, by facsimile or other electronic transmission, or by express or personal delivery, addressed as follows:

(1) if to the Paying Agent/Registrar, at the address specified in the Paying Agent/Registrar Agreement.

(2) if to the Corporation; at:

Corpus Christi Business and Job  
Development Corporation  
c/o City of Corpus Christi, Texas  
1201 Leopard  
Corpus Christi, Texas 78401  
Attention: Executive Director

B. A duplicate of each communication given under this Resolution to anyone other than the Paying Agent/Registrar shall also be delivered to the Paying Agent/Registrar. Notices to the Paying Agent/Registrar are effective only upon actual receipt. Such communication shall identify this Resolution, and the section thereof which is the subject of the communication.

C. Each Person to whom communications are delivered pursuant to this Resolution may designate any additional or different addresses or telecopy numbers to which subsequent communications under this Resolution shall be delivered by giving at least ten days' advance notice thereof to each affected party.

D. Except as provided in Subsection C. herein, any communication delivered by mail in compliance with this section is deemed to have been delivered as of the date of deposit in the mail. Any communication delivered by facsimile or other electronic transmission is deemed to have been delivered at the time a confirmation of receipt is generated by the sending mechanism or is obtained by other means.

E. Notice or other communications to any Holder under this Resolution shall be delivered by first class United States mail, postage paid, addressed to such Holder's address appearing in the Security Register.

F. A provision of this Resolution that provides for a different method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

**SECTION 29: Notices to Holders - Waiver.** Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 30: Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Corporation, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Corporation may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Corporation may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Corporation.

SECTION 31: Security of Funds. All money on deposit in the Funds for which this Resolution makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Resolution.

SECTION 32: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Resolution shall be given in such other manner and at such time or times as in the judgment of the Corporation or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Resolution be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: Sale of Bonds – Authorization of Purchase Contract. The Bonds authorized by this Resolution are hereby sold to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as initial purchasers of the Bonds pursuant to a private placement (the *Purchasers*, and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter dated March 1, 2023 (the *Purchase Contract*) attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes. The Initial Bond shall be registered in the name of \_\_\_\_\_. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Corporation. Each Designated Financial Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Corporation and as the act and deed of the Board, and in regard to the approval and execution of the Purchase Contract, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the Corporation contained in the Purchase Contract are true and correct in all material respects and shall be honored by the Corporation. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of the Purchase Contract.

SECTION 36: Escrow Agreement Approval and Execution; Proceeds of Sale; Contribution by Corporation. The Agreement dated as of January 30, 2023 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Agreement*) between the Corporation and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the Corporation, is hereby authorized to be executed by the President and Secretary of the Board and on behalf of the Corporation and as the act and deed of this Board; and such Agreement as executed by said officials shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, the President and Secretary of the Board, or any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Federal Securities referenced in the Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BOND TAXABLE SERIES 2023 (ARENA PROJECT) ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Resolution, and the Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the Corporation (less certain costs of issuance and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment (of the Refunded Obligations) in an account in the name of the Corporation and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from the President of the Board.

SECTION 37: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to the date of redemption. The President of the Board or the Secretary of the Board shall give written notice to the paying agent/registrar for the Refunded Obligations and the Escrow Agent that all of the Refunded Obligations have been called for redemption, and the Board orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Resolution, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Resolution as Exhibit D and is incorporated herein by reference for all purposes. The Escrow Agent is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the resolution authorizing the issuance of the Refunded Obligations.

SECTION 38: Legal Opinion. The obligation of the Purchasers to purchase the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, as Bond Counsel, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the definitive Bonds deposited with The Depository Trust Company.

SECTION 39: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the Corporation nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 40: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

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

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

The Bonds are being sold pursuant to a private placement with the Purchasers, in denominations of generally \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Bonds. Accordingly, no contract to provide continuing disclosure information after the issuance of the Bonds has been made by the Corporation with investors.

SECTION 41: Book-Entry Only System.

The Bonds may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Corporation and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit E (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such

a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the Corporation to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Corporation determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Corporation determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Corporation shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Corporation may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Corporation, or such depository's agent or designee, and if the Corporation and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**SECTION 42: Control and Custody of Bonds.** The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, Vice President, Secretary of the Board, Executive Director, or any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Corporation and the issuance of the Bonds, as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Bonds to the Purchasers thereof and, together with the Corporation's

financial advisor, bond counsel, the Purchasers, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers thereof and the initial exchange thereof for definitive Bonds.

SECTION 43: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Corporation, the Paying Agent/Registrar, Bond Counsel, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Corporation, the Paying Agent/Registrar, Bond Counsel, and the Holders.

SECTION 44: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 45: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 46: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 47: Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 48: Maintenance of the Project - Insurance. The Corporation and the City covenant and agree that while the Parity Obligations remain outstanding they will maintain in good condition and operate the Project with all possible efficiency and maintain casualty and other insurance on the properties of the Project and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business (which may include an adequate program of self-insurance); and that they will faithfully and punctually perform all duties with reference to the Project required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are hereby pledged as security for the Parity Obligations until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. Nothing in this Resolution shall be construed as requiring the Corporation or the City to expend any funds which are derived from sources other than the operation of the Project but nothing herein shall be construed as preventing the Corporation or the City from doing so.

SECTION 49: Ratification of Sales Tax Remittance Agreement. The Sales Tax Remittance Agreement, dated as of August 21, 2001, between the Corporation and the City (a copy of which is attached hereto as Exhibit F, the *Remittance Agreement*) provides for the transfer of the Sales Tax from the City to the Corporation for use by the Corporation as security for its bonds issued for the Project. As the Bonds refund the Refunded Obligations, which were originally issued to finance the Project, the Corporation hereby finds that the Bonds are also bonds issued for the Project. As a result, the Corporation hereby affirms, ratifies, and approves the validity and enforceability of the Remittance Agreement for so long as the Bonds (or any bonds issued to refund the Bonds) remain Outstanding.

SECTION 50: Further Procedures. The officers and employees of the Corporation are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Corporation all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the initial sale and delivery of the Bonds, the Purchase Contract, the Agreement, the Sales Tax Remittance Agreement, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Designated Financial Officials and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution, (ii) obtain a rating from any of the national bond rating agencies, (iii) obtain a Surety Bond, or (iv) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Corporation whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 51: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 52: Contracts with Financial Advisor. The Board authorizes the President and/or the Executive Director, or designee thereof, to take all actions necessary to execute any necessary financial advisory contracts with Estrada Hinojosa & Company, Inc., as the financial advisor to the Corporation (the *Financial Advisor*). The Corporation understands that under applicable federal securities laws and regulations that the Corporation must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 53: Ancillary Bond Contracts. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the Governing Body, hereby delegates to each Designated Financial Official other than the Mayor the authority to independently select the counterparty to any agreement with any paying agent/registrar, rating agency, securities depository, escrow agent, open market securities bidding agent, verification agent, or any other contract that is determined by an



Designated Financial Official (other than the Mayor), the City's Financial Advisors, or the City's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the Ancillary Bond Contracts); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the City. As a result of such delegation, the provisions of Section 2252.908, as amended, Texas Government Code, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Sec. 46.1(c).

SECTION 54: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND ADOPTED, this 30th day of January, 2023.

CORPUS CHRISTI BUSINESS AND JOB  
DEVELOPMENT CORPORATION

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(CORPORATION SEAL)

**INDEX TO SCHEDULES AND EXHIBITS**

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## **Schedule I**

### **Refunded Obligations**

Corpus Christi Business and Job Development Corporation Sales Tax Revenue Refunding and Improvement Bonds, Series 2014 (Arena Project), dated January 1, 2014 in the original principal amount of \$30,555,000, stated to mature on September 1 in each of the years 2023 through 2025, in the aggregate principal amount of \$9,405,000. The Refunded Obligations stated to mature on September 1, 2024 and September 1, 2025 have been called for redemption on September 1, 2023. The Refunded Obligation stated to mature on September 1, 2023 will be defeased to its stated maturity.

**Schedule II**

Approval Certificate

See Tab No. \_\_

**EXHIBIT A**

Paying Agent/Registrar Agreement

See Tab No. \_\_

**EXHIBIT B**

Purchase Contract

See Tab No. \_\_

**EXHIBIT C**

Escrow Agreement

See Tab No. \_\_



**EXHIBIT D**

Notice of Redemption

See Tab No. \_\_

**EXHIBIT E**

DTC Letter of Representations

See Tab No. \_\_

**EXHIBIT F**

Sales Tax Remittance Agreement

See Tab No. \_\_

**EXHIBIT B**

Sales Tax Remittance Agreement

See Tab No. \_\_

## SALES TAX REMITTANCE AGREEMENT

THIS SALES TAX REMITTANCE AGREEMENT, dated as of August 21, 2001, executed by and between the City of Corpus Christi, Texas (the "City") and the Corpus Christi Business and Job Development Corporation (the "Corporation")

### WITNESSETH:

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

WHEREAS, on November 7, 2000, the citizens of the City voting at an election on said date approved the levy of a one-eighth of one percent sales and use tax upon the receipts at retail of taxable items, pursuant to Section 4A of the Act, for the "Arena Project", as described in the proposition approved by the citizens voting at said election (the "Arena Economic Development Sales Tax"); and

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

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

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

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

### ARTICLE I SALES TAX FUND

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

Section 1.2. Deposits to Fund. The revenues received by the City from the Comptroller from the charge and levy of the Arena Economic Development Sales Tax shall be deposited as received, or transmitted by the Comptroller directly, to the credit of the Sales Tax Fund, for the benefit of the Corporation, and shall be made available to the Corporation from time to time as hereinafter provided in this Agreement.

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

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

## ARTICLE II TRANSFER OF FUNDS

Section 2.1. Collection of Arena Economic Development Sales Tax. (a) Until the Comptroller is able to determine and report the amount of the Arena Economic Development Sales Tax levied for the benefit of the Corporation and any rebate, charge-back or adjustment thereof on a point of collection basis, the City will allocate a portion of the undivided sales and use tax receipts to the Corporation on the basis of the total sales and use taxes collected, multiplied by the pro rata portion of the Arena Economic Development Sales Tax and divided by all other sales and use taxes received from the Comptroller by the City. In addition, the City will allocate the costs of any rebate or charge-back applicable to the undivided sales and use tax receipts between the City and the Corporation on a pro rata basis.

(b) The Chairperson of the Board of Directors of the Corporation and the Director of Fiscal Services of the City shall take such actions as are required to cause the Arena Economic Development Sales Tax to be delivered and transferred by the Texas Comptroller to the City for use by the Corporation by the fastest and most economically feasible means available.

Section 2.2. Revenue Fund. By resolution adopted by the Corporation on August 21, 2001 (the "Bond Resolution"), the Corporation established with the City's depository bank a fund designated in the Bond Resolution as the "Revenue Fund".

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

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

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

### ARTICLE III MISCELLANEOUS


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

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

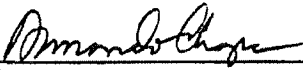
Section 3.3. Severability. If any clause, provision, or section of this Agreement should be held illegal or invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof and this Agreement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

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

CITY OF CORPUS CHRISTI, TEXAS

By   
City Manager

ATTEST:

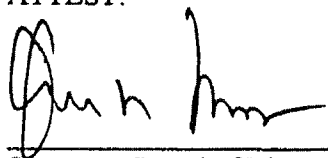
  
City Secretary

(SEAL)

CORPUS CHRISTI BUSINESS AND  
JOB DEVELOPMENT CORPORATION

By   
Chairperson, Board of Directors

ATTEST:

  
Secretary, Board of Directors

(SEAL)