



CITY OF MANSFIELD

Economic Development
301 South Main Street,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Agenda

Mansfield Economic Development Corporation

Monday, January 22, 2018

5:30 PM

City Hall - City Manager's Large Conference
Room

1. **CALL MEETING TO ORDER**

2. **PUBLIC COMMENTS**

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."

In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.

3. **APPROVAL OF MINUTES**

[17-2574](#)

Approval of Regular Meeting Minutes for November 7, 2017

Attachments: [Meeting Minutes November 7, 2017.pdf](#)

4. **FINANCIALS**

[17-2570](#)

Presentation of Monthly Cash Report for Period Ending 10/31/2017

Attachments: [MEDC Cash Report 10-31-2017 \(002\).xlsx](#)

[17-2587](#)

Presentation of Monthly Cash Report for Period Ending 11/30/2017

Attachments: [Copy of MEDC Cash Report 11-30-2017.xlsx](#)

[Cash Flow update 01-05-2018 fsw.xlsx](#)

5. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. **ADVICE FROM ITS ATTORNEY**

Pursuant to Sec. 551.071 of the Texas Government code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law. In addition the Board may convene in executive session to discuss the following:

1. Pending or contemplated litigation or a settlement offer including:

2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

B. **REAL ESTATE DELIBERATION**

Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.

C. **PERSONNEL MATTERS**

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

D. **SECURITY DEVICES**

Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.

E. **ECONOMIC DEVELOPMENT**

Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.

F. **CRITICAL INFRASTRUCTURE**

Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.

6. **RECONVENE INTO REGULAR SESSION**

7. **TAKE ACTION PURSUANT TO EXECUTIVE SESSION**

8. **OLD BUSINESS**

[17-2584](#)

Staff Update, Board Discussion and Possible Action on Funding for Proposed Contract with United Properties Southwest to Prepare Construction Documents for Infrastructure to Serve the MEDC 170 Acres Near Easy Drive.

[17-2588](#)

Staff Update, Board Discussion and Possible Action on Request from Hightower Salons, Inc.

Attachments: [Hightower Letter.pdf](#)

[Turnkey Breach Letter.pdf](#)

9. **NEW BUSINESS**

[18-2608](#)

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF MANSFIELD ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE NEW SERIES 2018; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

Attachments: [DM-#5616225-v1-Paying Agent Registrar Agreement - 2018 MEDC Sales MEDC Preliminary Official Statement.pdf](#)
[DM-#5616173-v1-Resolution Mansfield EDC - Sales Tax Rev Bonds Taxat](#)

[17-2567](#)

Election of MEDC Board Officers

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

12. **ADJOURNMENT**

CERTIFICATION

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, January 19, 2018, and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

MEDC Staff

Approved as to form



CITY OF MANSFIELD

1200 East. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 17-2574

Agenda Date: 1/22/2018

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of Regular Meeting Minutes for November 7, 2017

Requested Action

Approve Regular Meeting Minutes for November 7, 2017

Recommendation

Approve Regular Meeting Minutes for November 7, 2017

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC

Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, November 7, 2017

5:30 PM

City Hall - Council Chambers

1. CALL MEETING TO ORDER

The meeting was called to order by Larry Klos at 5:30 pm.

Absent 1 - Brian Fuller

Present 6 - Larry Klos; Robert Putman; John Phillips; Randy Hamilton; Selim Fiagome and David Godin

2. PUBLIC COMMENTS

There were no comments.

3. APPROVAL OF MINUTES

[17-2532](#)

Approval of Regular Meeting Minutes for October 3, 2017

A motion was made by David Godin to approve the regular meeting minutes for October 3, 2017. Seconded by Larry Klos. The motion carried by the following vote:

Aye: 6 - Larry Klos; Robert Putman; John Phillips; Randy Hamilton; Selim Fiagome and David Godin

Nay: 0

Absent: 1 - Brian Fuller

Abstain: 0

4. FINANCIALS

[17-2531](#)

Presentation of Monthly Financial Report for Period Ending 9/30/17. Please note the new format and cash flow spreadsheet to better reflect our financial status.

There were no comments.

5. RECESS INTO EXECUTIVE SESSION

The meeting recessed into executive session at 5:30 pm.

A. ADVICE FROM ITS ATTORNEY

1. Pending or contemplated litigation or a settlement offer including:
2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

B. REAL ESTATE DELIBERATION

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

1. Staff Update and Board Discussion on Project 17-19, MIBP

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

The meeting reconvened into regular session at 6:00 pm.

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

Larry Klos made the motion to authorize staff to proceed with the design and engineering contract to complete the infrastructure for the MEDC owned property on Easy Drive. Seconded by John Phillips. The motion carried by the following vote:

Aye: 6 - Larry Klos; Robert Putman; John Phillips; Randy Hamilton; Selim Fiagome and David Godin

Nay: 0

Absent: 1 - Brian Fuller

Abstain: 0

8. OLD BUSINESS

[17-2551](#)

Staff Update and Board Discussion and Possible Action Regarding MEDC-owned property on Easy Drive

9. RECESS INTO EXECUTIVE SESSION

The meeting recessed into executive session at 6:00 pm.

10. RECONVENE INTO REGULAR SESSION

The meeting reconvened into regular session at 6:19 pm.

11. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

Larry Klos made the motion for file 17-2552 to authorize staff and board attorney to negotiate and finalize the Shops at Broad agreement and contract and authorize the board president to sign the agreement. Seconded by David Godin. The motion carried by the following vote:

Aye: 6 - Larry Klos; Robert Putman; John Phillips; Randy Hamilton; Selim Fiagome and David Godin

Nay: 0

Absent: 1 - Brian Fuller

Abstain: 0

[17-2552](#)

Discussion and Possible Action on Shops at Broad Agreement

12. NEW BUSINESS

13. BOARD MEMBER COMMENTS

There were no comments.

14. STAFF COMMENTS

Scott Welmaker advised the board the December meeting has been moved from Tuesday, December 5, 2017 to Monday, December 11, 2017.

15. ADJOURNMENT

Larry Klos adjourned the meeting at 6:20 pm.

Larry Klos, President



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mansfieldtexas.gov

STAFF REPORT

File Number: 17-2570

Agenda Date: 1/22/2018

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Cash Report for Period Ending 10/31/2017

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Cash Report for Period Ending 10/31/2017

Justification

N/A

Funding Source

4A

Prepared By

Richard Nevins, Assistant Director, 817-728-3652

Mansfield Economic Development Corporation
Period Ending October 31, 2017

Beginning Cash Balance 10-01-2017 **\$1,921,484**

Revenue:

Sales Tax Revenue	\$415,711
Oil and Gas Royalties	\$0
Interest Income	\$1,657
Misc Income	\$0
Total Monthly Revenue	<u>\$417,368</u>

Adjusted Cash Balance **\$2,338,852**

Operating Expenses:

Administration	\$95,192
Promotion	\$9,388
Retention	\$7,433
Workforce Development	\$0
Total Operating Expenditures	<u>\$112,012</u>

Debt Expense

Debt Service Payment (Principal & Interest) **\$0**

Project Expenditures:

Kimball Property Updates	\$237
Antler Drive Extension	\$3,927
Hertiage Parkway Left Turn Lane	\$1,000
Heritage Parkway Partners	\$122,551
Total Project Expenditures	\$127,715

Total Monthly Expenditures **\$239,728**

Ending Cash Balance 10-31-2017 **\$2,099,124**

Debt Expense

New Annual Total Debt Service - FY18 **\$2,201,040**
(January and August)

Remaining Principal Debt Balance **\$22,030,000**



CITY OF MANSFIELD

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STAFF REPORT

File Number: 17-2587

Agenda Date: 1/22/2018

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Cash Report for Period Ending 11/30/17

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Cash Report for Period Ending 11/30/2017

Justification

N/A

Funding Source

4A

Prepared By

Richard Nevins, Assitant Director, 817-728-3652

Mansfield Economic Development Corporation
Period Ending November 30, 2017

Beginning Cash Balance 11-01-2017 **\$2,099,124**

Revenue:

Sales Tax Revenue	\$520,642
Oil and Gas Royalties	\$0
Interest Income	\$1,645
Misc Income	\$12,675
Total Monthly Revenue	\$534,962

Adjusted Cash Balance **\$2,634,086**

Operating Expenses:

Administration	\$56,755
Promotion	\$2,440
Retention	\$5,469
Workforce Development	\$0
Total Operating Expenditures	\$64,665

Debt Expense

Debt Service Payment (Principal & Interest) \$0

Project Expenditures:

Kimball Property Updates	\$311
Antler Drive Extension	\$217,521
Hertiage Parkway Left Turn Lane	\$17,081
MEDC 155 Acres	\$2,140
PCX / Cam-Tech	\$50,000
Total Project Expenditures	\$287,053

Total Monthly Expenditures **\$351,718**

Ending Cash Balance 11-30-2017 **\$2,282,368**

Debt Expense

New Annual Total Debt Service - FY18 \$2,201,040
(January and August)

Remaining Principal Debt Balance \$22,030,000

COMMENTS		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2024-25	FY2025-26	FY2026-2027	FY2027-2028	FY2028-2029
Beginning Cash Balance	PERIOD ENDING SEPTEMBER 30, 2017	\$1,921,484	\$5,199,568	\$2,473,729	\$444,414	\$1,221,370	\$2,539,280	\$4,572,494	\$6,961,076	\$9,494,711	\$12,174,094	
Annual Revenue (3% annual increase)		\$5,639,815	\$5,809,009	\$5,983,280	\$6,162,778	\$6,347,661	\$6,538,091	\$6,734,234	\$6,936,261	\$7,144,349	\$7,358,679	
SALE OF MEDC OWNED LAND @appraisal	12 ACRES, 8 ACRES, KIMBALL, MIBP	\$189,000										
WATER SEWER FUND TRANSFER FOR MIBP			\$2,000,000									
MIBP BOND PROCEEDS		\$6,000,000										
Total Cash Available		\$13,750,299	\$13,008,577	\$8,457,008	\$6,607,192	\$7,569,031	\$9,077,371	\$11,306,728	\$13,897,337	\$16,639,059	\$19,532,774	
Operations (4% annual increase)		\$1,127,309	\$1,172,401	\$1,219,297	\$1,268,069	\$1,318,792	\$1,371,544	\$1,426,406	\$1,483,462	\$1,542,800	\$1,604,512	
Debt Service	Heritage Pwy	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	\$1,202,454	
Debt Service	Regency Broad, Geyer Morris	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	\$998,586	
Debt Service	MIBP	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	
Outstanding Project Commitments:												
Mansfield International Business Park	Purchased 155 acres 05-15-2017	\$560,000	\$4,950,000	\$2,490,000								\$8,000,000
NT Window	Heritage turn lane	\$45,814										\$45,814
Leon Capital	Approved - under construction	\$200,000	\$150,000									
UAC	Approved - under construction	\$150,000	\$150,000									
UTEX	Approved - in progress		\$150,000	\$100,000	\$100,000							
Midwest Fastener	Construction completed	\$250,000										\$250,000
Heritage Baptist parking lease	Approved - in progress	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000		\$117,000
106 and 200 E. Kimball	Property purchased in FY 2016. \$425,000 approved for purchase (\$388,476) and minor repairs	\$36,523										\$36,523
AM-C Warehouse	Approved - in progress	\$850,000	\$250,000	\$250,000	\$250,000	\$150,000	\$100,000					\$1,850,000
Southern Champion Tray	Approved - under construction	\$390,000	\$130,000	\$130,000	\$130,000	\$130,000						\$910,000
John T. Evans retail project	Approved - under construction	\$61,400	\$76,800	\$76,800								\$215,000
American National Bank office building	PAID DECEMBER 22, 2017	\$72,000										\$72,000
Chuck Crook design sewer	sewer	\$9,233										
Mansfield Marketplace (Sprouts)	April 1, 2015 - Paid as space is leased at \$5.46 per sq. ft. agreement will expire in 2019	\$27,600	\$27,600									\$55,200
Mouser Expansion	Phase I completed by December 31, 2015 for 1st payment	\$325,000										\$325,000
Cam Tech / PCX	Paid FY17	\$0	\$50,000	\$50,000								\$100,000
Peyco	Fire suppression Sentry + extra \$150k requested 10/3/2017	\$100,000										\$100,000
Hoffman Cabinets	In Progress			\$60,250								\$60,250
Hightower Salons	Under construction	\$50,000										\$50,000
Bway Expansion		\$220,000										
Antler Drive Construction*	In Progress	\$366,005										\$366,005
Mouser Way Construction	In Progress	\$129,359										\$129,359
Klein Tools IncentivePayment	Every December until 2021	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000						\$2,500,000
Klein Tools Infrastructure*	Most of this will be used up in the Antler/AM-C drainage and sewer work	\$160,049										\$160,049
Klein Tools home buyer incentive	\$53,784 balance 05/31/2017		\$10,757	\$10,757	\$10,757	\$10,757	\$10,757					\$53,785
Klein Tools Impact Fees*	Various amounts / dates as facilities are completed			\$207,500	\$207,500		\$103,500					\$518,500
Drainage for Shops at Broad	Reimbursement to General Fund - Under construction	\$241,400	\$238,250	\$238,950	\$240,456	\$241,162	\$240,037	\$240,206	\$240,125	\$243,125	\$240,750	\$238,125
Total Outstanding Project Commitments		\$4,757,383	\$6,696,407	\$4,127,257	\$1,451,713	\$1,044,919	\$467,294	\$253,206	\$253,125	\$256,125	\$240,750	
Total Expenditures		\$8,550,732	\$10,534,848	\$8,012,594	\$5,385,822	\$5,029,751	\$4,504,878	\$4,345,652	\$4,402,627	\$4,464,965	\$4,511,302	
Ending Cash Balance		\$5,199,568	\$2,473,729	\$444,414	\$1,221,370	\$2,539,280	\$4,572,494	\$6,961,076	\$9,494,711	\$12,174,094	\$15,021,471	



CITY OF MANSFIELD

1200 East. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 17-2584

Agenda Date: 1/22/2018

Version: 1

Status: Old Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Staff Update, Board Discussion and Possible Action on Funding for Proposed Contract with United Properties Southwest to Prepare Construction Documents for Infrastructure to Serve the MEDC 170 Acres Near Easy Drive.

Requested Action

Approval to enter into a contract with United Properties Southwest to prepare construction documents for infrastructure to serve the MEDC 170 acres near Easy Drive for an amount not to exceed \$540,000, contingent upon approval of the sale of the bonds required to finance construction of the infrastructure.

Recommendation

Staff recommends approval to enter into a contract with United Properties Southwest to prepare construction documents for infrastructure to serve the MEDC 170 acres near Easy Drive for an amount not to exceed \$540,000, contingent upon approval of the sale of the bonds required to finance construction of the infrastructure.

Description/History

MEDC has been working with United Properties Southwest (UPS) as a consultant to evaluate the viability of developing a 170 acre restricted business park. All investigations have supported the development of the 170 acres owned by MEDC into the Mansfield International Business Park. The next step is to contract with UPS to prepare construction documents.

The requested funds are for engineering and design services to prepare construction documents with United Properties Southwest for an amount not to exceed \$540,000. The source of funding will come from the sale of MEDC Bonds to be presented to the Board for consideration on this agenda.

Justification

MEDC Staff have had several interested prospects, and feel that at least two businesses that have gone elsewhere might have come to Mansfield if we had buildable sites. This contract will prepare the documents necessary to construct the infrastructure.

Funding Source

4A Bonds

Prepared By

Scott Welmaker, Director, 817-266-5890



CITY OF MANSFIELD

1200 East. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 17-2588

Agenda Date: 1/22/2018

Version: 1

Status: Old Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Staff Update, Board Discussion and Possible Action on Request from Hightower Salons, Inc.

Requested Action

Approval of Request from Hightower Salons, Inc.

Recommendation

Approval of Request from Hightower Salons, Inc.

Description/History

On March 7, 2017, the MEDC Board approved an extension of the deadline for obtaining a CO in the agreement with Turnkey Development for the Hightower Salons project from December 31, 2016, to December 31, 2017. In addition, they approved an assignment of the agreement from Turnkey Development to Hightower Salons, Inc. Turnkey Development has been unwilling to execute the assignment document, therefore the original economic development agreement with Turnkey Development is still in place requiring a CO by December 31, 2016.

The project is still under construction, therefore no CO has been obtained. MEDC legal counsel sent a notification of breach letter to Turnkey Development on December 29, 2017. The breach letter gives Turnkey 30 days to come into compliance with the terms of the contract. The facility will not be completed within that time frame and therefore, Turnkey will be unable to comply.

Staff recommends entering into a new agreement with Hightower Salons, Inc. and that the deadline for obtaining the CO be December 31, 2018. There is no change to the required \$1,800,000 capital investment or the previously approved incentive amount of \$50,000. A letter explaining the reasons for the delay in completing the project is attached.

Justification

This project is a desirable project that will generate additional tax revenue for the City of Mansfield and create new jobs.

Funding Source

4A

Prepared By

Scott Welmaker, Director, 817-266-5890

Richard Nevins

From: Dale Riley
Sent: Friday, December 08, 2017 12:37 PM
To: Richard Nevins
Subject: Hightower Plaza Salons

Mr. Nevins:

Hightower Salons will not be able to reach the goal of completing construction by December 31, 2017. There have been many delays of which

I have noted herein. Each delay created a huge slow down in loss of organization and scheduling sub-contractors.

1. Change of contractor (Turnkey) and search for interim contractor.
Loss of two months.
2. Work on the site slowed to zero while searching for an established firm. Interim contractor stayed on site but no progress.
All engineering and soil/drainage for the site had to be reevaluated.
Another 2-3 months passed while meeting
city requirements. Site had serious drainage problems.
3. Signed Marathon Commercial Builders on 12/3/16. It required 60 days
for Marathon to actually begin work. Plus all
soil and engineering had to be repeated for the new contractor. New survey required.

All together these events had a damaging effect on the scheduled completion date. We are hoping for yet another chance to complete the building while complying with the guidelines.

Regards,

Dale Riley
Pres. Hightower Plaza Salons



6000 WESTERN PLACE, SUITE 200
I-30 AT BRYANT IRVIN ROAD
FORT WORTH, TEXAS 76107
EMAIL: TOASE@TOASE.COM

TAYLOR·OLSON·ADKINS·SRALLA·ELAM
LLP
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
TOLL FREE: (800) 318-3400
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

Drew Larkin
dlarkin@toase.com

December 29, 2017

Turnkey Development Group, LLC
Attn: Mark Fueling
4101 W. Green Oaks Blvd, #305-226
Arlington, TX 76016

Via CM/RRR: 70140150000198408752

Re: Notice of Breach of Economic Development Agreement

Dear Mr. Fueling:

This firm represents the Mansfield Economic Development Corporation ("MEDC"). As you know, Turnkey Development Group, LLC ("Turnkey") entered into an Economic Development Agreement ("Agreement") with the MEDC on September 12, 2016. Section 4.a.(1) of the Agreement states that Turnkey must make a minimum capital investment of \$1,800,000 in constructing the Improvements, and that the Improvements must receive a certificate of occupancy from the City of Mansfield no later than December 31, 2016. It is my understanding that the Improvements have not been completed and no certificate of occupancy has been issued.

The purpose of this letter is to inform you that Turnkey has failed to comply with its obligations under Section 4.a.(1), and, pursuant to Section 4.b. of the Agreement, has 30 days from receipt of this letter to come into compliance. Turnkey's failure to come into compliance will result in a forfeit of any reimbursement payment by MEDC.

Sincerely,

Drew Larkin

DL/kb

cc: Bill Lane
City of Mansfield
1305 E. Broad Street
Mansfield, Texas 76063

Via Email

Scott Welmaker
Mansfield EDC
301 South Main
Mansfield, Texas 76063

Via Email



CITY OF MANSFIELD

1200 East. Broad St.
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STAFF REPORT

File Number: 18-2608

Agenda Date: 1/22/2018

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF MANSFIELD ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE NEW SERIES 2018; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

Requested Action

Resolution approving a resolution adopted by the Board of Directors of the Mansfield Economic Development Corporation authorizing the issuance of Mansfield Economic Development Corporation Sales Tax Revenue Bonds, New Series 2018; approving the issuance of the bonds, the plan of financing authorized thereby and the financing documents.

Recommendation

Approve the action of the MEDC, which authorizes the City of Mansfield, Texas, Economic Development Corporation to sell bonds for the purpose of paying for land and constructing public improvements in the Mansfield International Business Park.

Description/History

The Mansfield Economic Development Corporation has purchased land for purpose of developing a business park. In an effort to recruit new industry into the community the MEDC is issuing bonds to pay for the cost of this land and to pay for the cost of the infrastructure to improve the land for industrial development.

Justification

The City has developed most of its industrial zoned land. The MEDC as in the past, purchased land to improve the City's economy. The funds will be used to pay for land and to develop the property for the purposes of expanding the City's industrial base. An act of which was defined by the voters in 1997 when the half cent sales tax was passed by the voters. The land to be developed by the MEDC is approximately 170 acres. The issuance of debt by the MEDC is \$6,175,000.

Funding Source

City of Mansfield's Economic Development Corporation.

Prepared By

Peter Phillis

Scott Welmaker, 817-266-5890

PAYING AGENT/REGISTRAR AGREEMENT

between the

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION

Dallas, Texas

Pertaining to

Mansfield Economic Development Corporation
Sales Tax Revenue Bonds
New Series 2018

Dated as of January 22, 2018

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ANNEX A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this “Agreement”) is by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the “Bank”).

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Sales Tax Revenue Bonds, New Series 2018 (the “Bonds”) dated as of January 1, 2018 and issued as registered securities without coupons; and

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

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal and redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and that the Bank act as Registrar for the Bonds; and

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, in paying to the Owners of the Bonds the principal, redemption premium, if any, and interest on all or any of the Bonds.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

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

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance

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

Section 1.03. Compliance with Section 2270.002 of the Texas Government Code. The Bank represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 1.04. Compliance with Section 2252 of the Texas Government Code. The Bank represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

“Bank Office” means the Bank’s office in Dallas, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Bond” or “Bonds” means any or all of the Issuer’s Sales Tax Revenue Bonds, New Series 2018, dated as of January 1, 2018.

“Designated Payment/Transfer Office” means the corporate trust office of the Bank located in Dallas, Texas, or in such other location as designated by the Paying Agent/Registrar. The Bank will notify the Issuer in writing of any change in the location of the Designated Payment/Transfer Office.

“Financial Advisor” means Hilltop Securities Inc.

“Fiscal Year” means October 1 through September 30 of each year.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the President, the Secretary or any other authorized representative of the Issuer and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Owner” means the Person in whose name an Bond is registered in the Register.

“Paying Agent” means the Bank when it is performing the functions associated with the terms of this Agreement.

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

“Predecessor Bonds” of any particular Bond means every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond (and, for the purposes of this definition, any Bond registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond).

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means a register in which the Issuer shall provide for the registration and transfer of the Bonds.

“Resolution” means collectively, the respective resolution, order or ordinance of the governing body of the Issuer pursuant to which the Bonds are issued, certified by the Secretary of the governing body or any other officer of the Issuer and delivered to the Bank.

“Responsible Officer” when used with respect to the Bank means the Officer or Officers of the Bank within the Corporate Trust Department having direct responsibility for the administration of this Agreement.

“Stated Maturity” means the date specified in the Resolution as the fixed date on which the principal of the Bonds is due and payable or the date fixed in accordance with the terms of the Resolution for redemption of the Bonds, or any portion thereof, prior to the fixed maturity date.

Section 2.02. Other Definitions. The terms “Bank” and “Issuer” have the meanings assigned to them in the opening paragraph of this Agreement.

ARTICLE III

PAYING AGENT

Section 3.01. Duties of Paying Agent. (a) The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner at the Stated Maturity or date as of which the Bonds have been called for redemption, upon the surrender of the Bond or Bonds so maturing at the Designated Payment/Transfer Office, the principal amount of the Bond or Bonds then due, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Bonds to each Owner of the Bonds (or their Predecessor Bonds) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payments. Such payments shall be made by computing the amount of interest to be paid to each Owner, preparing the checks, and mailing the checks on each interest payment date addressed to each Owner's address as it appears on the Register.

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

ARTICLE IV

REGISTRAR

Section 4.01. Transfer and Exchange. (a) The Issuer shall keep the Register at the Bank Office and the Designated Payment/Transfer Office, and subject to such reasonable written regulations as the Issuer may prescribe (which regulations shall be furnished the Bank herewith or subsequent hereto by Issuer Order), the Issuer shall provide for the registration and transfer of the Bonds. The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Bonds as herein provided. The Bank agrees to maintain the Register while it is Registrar.

(b) The Bank as Registrar hereby agrees that at any time while any Bond is outstanding an Owner may deliver such Bond to the Designated Payment/Transfer Office for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities and the principal amounts to and in which such Bond is to be transferred and the addresses of such persons, and the Registrar shall thereupon, within not more than three (3) business days, register and deliver such Bond or Bonds as provided in such instructions. The provisions of the Resolution shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Resolution.

(c) Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities

Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Registrar may request any supporting documentation it feels necessary to effect a re-registration.

Section 4.02. The Bonds. The Issuer shall provide an adequate inventory of unregistered Bonds to facilitate transfers. The Bank covenants that it will maintain the unregistered Bonds in safekeeping and will use reasonable care in maintaining such unregistered Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03. Form of Register. (a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and currently utilizes at the time.

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

Section 4.04. List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) The Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

(c) At all times, while the Bank is the Registrar, the Bank shall maintain and have available a copy of the Register at its office in Dallas, Texas.

Section 4.05. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be disposed in accordance with the Securities Exchange Act of 1934.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Bonds. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered

Bonds in exchange for or in lieu of mutilated, destroyed, lost or stolen Bonds as long as the same does not result in an overissuance.

(b) If (i) any mutilated Bond is surrendered to the Bank at the Designated Payment/Transfer Office, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then, in the absence of notice to the Issuer or the Bank that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) 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 Bond of the Issuer, 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 the Resolution equally and ratably with all other outstanding Bonds.

(d) Upon the satisfaction of the Bank and the Issuer that a Bond has been mutilated, destroyed, lost or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Bond number on the Bond registered with a notation in the Register that said Bond has been mutilated, destroyed, lost or stolen and a new Bond shall be issued of the same series and of like tenor and principal amount bearing a number (according to the Register) not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Bond in lieu of or in exchange for a mutilated, destroyed, lost or stolen Bond.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Bonds and any future substitute blanket bond for lost, stolen, or destroyed Bonds that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen or destroyed Bonds is available for inspection by the Issuer upon request.

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

ARTICLE V

THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and in accordance with the Resolution and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Bonds to pay the Bonds as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent.

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

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

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

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

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

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

(g) The Bank is also authorized to transfer funds relating the closing and delivery of the Bonds in the manner disclosed in the closing memorandum prepared by the Issuer's Financial Advisor or other agent on behalf of the Issuer. The Bank may act on facsimile or email transmission of the closing memorandum acknowledged by the Issuer's Financial Advisor or the

Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03. Recitals of Issuer. (a) The recitals contained herein and in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner or Owners or any other Person for any amount due on any Bond, except as otherwise expressly provided herein with respect to the liability of the Bank for its duties hereunder.

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

Section 5.05. Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) The Bank shall deposit any moneys received from the Issuer into a special depository account to be held in trust in a paying agent capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for special depository accounts until the principal and interest on such Bonds have been presented for payment and paid to the Owner thereof. Payments made from such special depository account shall be made by check drawn on such special depository account unless the Owner of such Bonds shall, at its own expense and risk, request such other medium of payment.

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

(d) Subject to Title 6 of the Texas Property Code, any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed for three (3) years after such maturity date or redemption date shall be applied to the next payment on the Bonds thereafter coming due; to the extent such moneys remain after the retirement of all outstanding Bonds, such moneys shall be paid by the Bank to the Issuer, and the Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(e) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

Section 5.06. Indemnification. To the extent allowed by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees and agents for, and hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on their part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, including the cost and expense (including its counsel fees) of defending itself against

any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in a court of competent jurisdiction within the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any person claiming any interest herein.

Section 5.08. Merger, Conversion, Consolidation, or Succession. Any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent shall be the successor of the Paying Agent hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto.

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

- (a) if to the Issuer: Mansfield Economic Development Corporation
1200 E Broad Street
Mansfield, Texas 76063
Attention: City Manager
- (b) if to the Bank: U.S. Bank National Association
13737 Noel Road, Suite 800
Dallas, Texas 75240
Attention: Corporate Trust Department

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

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

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

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

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

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

Section 6.10. Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal and interest of the Bonds.

(b) This Agreement may be earlier terminated upon sixty (60) days written notice by either party; provided, however, that such termination shall be affected only upon the appointment and qualification of a successor paying agent/registrar.

(c) The provisions of Section 1.02 and of Article V shall survive, and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

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

MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION

By: _____
President

ATTEST

Secretary
Mansfield Economic Development Corporation

U.S. BANK NATIONAL ASSOCIATION
as Paying Agent/Registrar

By: _____
Title: _____

ANNEX A

INITIAL SCHEDULE OF FEES



Monday, January 22, 2018

5:30 PM

**City Hall – City Manager’s Large
Conference Room**

Please click on the following link to view documents for File Number 18-2608:

<https://drive.google.com/file/d/1FcFPXQ1NVorMUQdlr3o4mNGTPx6rkz9F/view>

RE-_____

RESOLUTION AUTHORIZING

\$_____

aggregate principal amount

of

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE BONDS,
TAXABLE NEW SERIES 2018

Adopted: January 22, 2018

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE ISSUANCE AND SALE OF MANSFIELD ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE NEW SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____ ; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Mansfield Economic Development Corporation (the "Corporation") is a non-profit industrial development corporation created, existing and governed by Chapters 501, 502 and 504 of the Texas Local Government Code as amended (the "Act"); and

WHEREAS, pursuant to the authority granted in the Act, the City of Mansfield, Texas (the "City") has levied a Sales Tax (as defined herein) for the benefit of the Corporation, to be used exclusively for the purposes set forth in the Act; and

WHEREAS, the Corporation is authorized by the Act to issue its revenue bonds, to be secured by and payable from such Sales Tax, in the manner and for the purposes hereinafter provided; and

WHEREAS, the Corporation has previously issued its sales tax revenue bonds (hereinafter defined as the "Previously Issued Senior Lien Bonds") payable from and secured by a lien on and pledge of the Pledged Revenues (as defined in the Previously Issued Senior Lien Bond Resolution); and

WHEREAS, the Corporation has reserved the right and option under the Previously Issued Senior Lien Bond Resolution to issue, under certain conditions, bonds or obligations that are junior and subordinate in right or lien to the Previously Issued Senior Lien Bonds; and

WHEREAS, the Corporation has also previously issued Parity New Series Revenue Obligations (as defined in the New Series Resolution) that are junior and subordinate in right and lien to the Previously Issued Senior Lien Bonds; and

WHEREAS, the Board of Directors of the Corporation (the "Board") desires to issue revenue bonds for acquiring approximately 155 acres (the "Land Acquisition") within the City of Mansfield for the creation of the Mansfield International Industrial Park (the "Industrial Park") to carry out the types of projects authorized by the Act for the purpose of creating and retaining primary jobs and that such acquisition is determined to be required and suitable for the development, retention, and expansion of manufacturing and industrial facilities, research and development facilities, recycling facilities, distribution centers, small warehouse facilities capable of serving as decentralized storage and distribution centers, and regional or national corporate headquarters; and

WHEREAS, the Corporation also desires to issue revenue bonds for designing, developing and constructing public infrastructure, including streets and roads, water and sewer utilities, drainage improvements and related improvements in and around the Industrial Park (the “Public Infrastructure” and together with the “Land Acquisition,” the “Project”); and

“WHEREAS, the Board of Directors of the Corporation (the “Board”) hereby finds and determines that the Public Infrastructure is necessary to promote or develop new or expanded business enterprises in the City; and

WHEREAS, the Board has further determined to issue its Mansfield Economic Development Corporation Sales Tax Revenue Bonds, Taxable New Series 2018 (the “Bonds”), in the aggregate principal amount of \$_____ payable from and secured by a lien on and pledge of the Pledged Revenues, such lien and pledge being in all things junior and subordinate to the lien on and pledge of the Pledged Revenues made for the security and payment of the Previously Issued Senior Lien Bonds; and

WHEREAS, the Board has further determined to not issue any additional bonds on a parity with the Previously Issued Senior Lien Bonds under the provisions of the Previously Issued Senior Lien Bond Resolution; and

WHEREAS, the Corporation is authorized to issue and deliver the bonds hereinafter authorized in a single series; and

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

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION:

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Resolution the following terms shall have the meanings specified below:

“Additional Parity New Series Revenue Obligations” means the additional sales tax revenue bonds the Corporation reserves the right to issue on a parity with the Parity New Series Revenue Obligations, in accordance with the terms and conditions prescribed in Section 9.02 hereof.

“Authorized Officer” means the President, Vice President, or Secretary of the Corporation or any other officer or employee of the Corporation, or any other person authorized to perform specific acts or duties by the Board or its bylaws.

“Board” means the Board of Directors of the Corporation.

“Bond” means any of the Bonds.

“Bond Insurance Policy” means the municipal bond new issue insurance policy issued by the Bond Insurer that guarantees payment of principal of and interest on the Bonds.

“Bond Insurer” or “Insurer” means _____.

“Bonds” means the Corporation’s bonds entitled “Mansfield Economic Development Corporation Sales Tax Revenue Bonds, Taxable New Series 2018 authorized to be issued by Section 3.01 of this Resolution.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State of Texas and any successor officer or official that may be charged by law with the duty of collecting Gross Sales Tax Revenues for the account of, and remitting the same to, the City for the account of the Corporation.

“Corporation Order” means a written order signed in the name of the Corporation by an Authorized Officer and delivered to the Paying Agent, or another party hereunder.

“Corporation Projects” means all properties, including land, buildings, and equipment of the types added to the definition of “projects” by the Act that are approved by the Board as necessary and appropriate to fulfill and carry out the purposes of the Corporation.

“Costs of the Project” means all items of costs of or attributable to the Project and defined as “Costs” in the Act.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its corporate trust office in Dallas, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Corporation and such successor.

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

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

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 11.01 of this Resolution.

“Fiscal Year” means October 1 through September 30.

“Gross Sales Tax Revenue Fund” means the special fund so designated in Section 8.01 hereof.

“Gross Sales Tax Revenues” means all of the revenues due or owing to, or collected or received by or on behalf of the Corporation, whether by the City or otherwise, pursuant to the Sales Tax Collection Resolution or the New Series Resolution, or the resolutions authorizing the Previously Issued Senior Lien Bonds, or any Additional Parity New Series Revenue Obligations, from or by reason of the levy of the Sales Tax, less any amounts due or owing to the Comptroller as charges for collection or retentions by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retention are authorized or required by law.

“Initial Bond” means the Bond described in Section 3.04(d) and 6.02(d).

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until the maturity of the Bonds, such dates being February 1 and August 1 of each year commencing February 1, 2019.

“MSRB” means the Municipal Securities Rulemaking Board.

“New Series Bonds” means collectively, the Bonds and the Previously Issued New Series Bonds.

“New Series Debt Service Fund” means the debt service fund established by Section 8.01 of this Resolution.

“New Series Reserve Fund” means the reserve fund established by Section 8.01 of this Resolution.

“New Series Reserve Fund Obligations” means cash or investments securities of any of the type or types permitted under Section 8.09 of this Resolution.

“New Series Reserve Fund Surety Bond” means any surety bond or insurance policy having a rating in the two highest generic rating categories by Moody’s Investors Service, Inc., Standard & Poor’s Ratings Services, a division of Standard & Poor’s Financial Services LLC, or Fitch Ratings, Inc., issued to the Corporation for the benefit of the Owners of the Bonds to satisfy any part of the Required Reserve as provided in Section 8.05 of this Resolution.

“New Series Resolution” means, collectively, this Resolution, the resolutions authorizing the Previously Issued New Series Bonds and any resolutions authorizing Additional New Series Parity Revenue Obligations.

“Original Issue Date” means the date of delivery of the Bonds to the Underwriters.

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

“Parity New Series Revenue Obligations” means the Bonds, the Previously Issued New Series Bonds and any Additional Parity New Series Revenue Obligations.

“Paying Agent/Registrar” means U.S. Bank National Association, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Resolution.

“Pledged Funds” means collectively (a) amounts on deposit in the Gross Sales Tax Revenue Fund, (b) amounts on deposit in the New Series Debt Service Fund, (c) amounts on deposit in the New Series Reserve Fund, together with any investments or earnings belonging to said funds, and (d) any additional revenues, other moneys or funds of the Corporation which heretofore have been or hereafter may be expressly and specifically pledged to the payment of the Parity New Series Revenue Obligations.

“Pledged Revenues” means (a) Gross Sales Tax Revenues from time to time deposited or owing to the Gross Sales Tax Revenue Fund, and (b) such other money, income, revenues or other property which the Corporation may expressly and specifically pledge to the payment of Parity New Series Revenue Obligations.

“Previously Issued New Series Bonds” means the outstanding and unpaid revenue bonds of the Corporation designated as follows: (1) Sales Tax Revenue Refunding and Improvement Bonds, Taxable New Series 2015, dated as of December 1, 2014; and (2) Sales Tax Revenue Refunding and Improvement Bonds, New Series 2015, dated as of December 1, 2014; and (3) Sales Tax Revenue Bonds, New Series 2016, dated October 1, 2016.

“Previously Issued Senior Lien Bonds” means the outstanding and unpaid revenue bonds of the Corporation designated as following: Sales Tax Revenue Bonds, Series 2012, dated December 1, 2012.

“Previously Issued Senior Lien Bonds Debt Service Fund” means the “Debt Service Fund” created and confirmed in the Previously Issued Senior Lien Bond Resolution.

“Previously Issued Senior Lien Bonds Reserve Fund” means the “Reserve Fund” created and confirmed in the Previously Issued Senior Lien Bond Resolution for the benefit of the Previously Issued Senior Lien Bonds.

“Previously Issued Senior Lien Bond Resolution” means the Resolution authorizing the Previously Issued Senior Lien Bonds.

“Project” means (i) the acquisition of approximately 155 acres within the City of Mansfield for the creation of the Mansfield International Industrial Park (the “Industrial Park”) to carry out the types of projects authorized by the Act for the purpose of creating and retaining primary jobs, including for the development, retention, and expansion of manufacturing and

industrial facilities, research and development facilities, recycling facilities, distribution centers, small warehouse facilities capable of serving as decentralized storage and distribution centers, and regional or national corporate headquarters and (ii) designing, developing and constructing public infrastructure, including streets and roads, water and sewer utilities, drainage improvements and related improvements in and around the Industrial Park.

“Record Date” means the 15th of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Resolution.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations with respect to the Bonds between the Corporation and DTC.

“Resolution” means this Resolution.

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

“Sales Tax” means the one-half of one percent local sales and use tax authorized under the Act approved by the voters of the City on January 18, 1997, and heretofore authorized and levied by the City within its existing boundaries, and hereafter required to be levied and collected within any expanded areas included within the City pursuant to the Act, together with any increases in the rate thereof if provided and authorized by applicable law.

“Sales Tax Collection Resolution” means that certain resolution adopted concurrently by the Board and the governing body of the City on May 24, 2004 entitled “Providing for the Collection, Handling and Transfer of Sales Tax Revenues Due and Owing to Mansfield Economic Development Corporation.”

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

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Resolution.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Resolution.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” mean Frost Bank, BOK Financial Services, Inc. and RBC Capital Markets, LLC.

Section 1.02 Other Definitions.

The terms "Act," "Corporation" and "City" shall have the respective meanings assigned in the preamble to this Resolution.

Section 1.03 Findings.

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

Section 1.04 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Resolution or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05 Interpretation.

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

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

ARTICLE II SECURITY FOR THE BONDS

Section 2.01 Confirmation and Levy of Sales Tax.

(a) The Corporation hereby confirms the earlier levy by the City of the Sales Tax at the rate voted at the election held by and within the City on January 18, 1997, and the Corporation hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time.

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

subsection (a) of this Section to be ordered or permitted so long as any Previously Issued Senior Lien Bonds or Parity New Series Revenue Obligations shall remain outstanding.

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

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

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

Section 2.02 Pledge.

(a) The Corporation hereby irrevocably pledges (i) the Pledged Revenues, and (ii) the Pledged Funds (A) to the payment of the principal of, and the interest and any premiums on, (B) all Parity New Series Revenue Obligations which are or may be outstanding from time to time, and (C) to the establishment and maintenance of the New Series Reserve Fund.

(b) 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 of the Parity New Series Revenue Obligations without distinction as to priority and rights.

(c) The Parity New Series Revenue Obligations, including interest payable thereon, shall constitute special obligations of the Corporation, payable solely from and secured by an irrevocable lien on and pledge of the Pledged Revenues and Pledged Funds, and not from any other revenues, properties or income of the Corporation, such lien and pledge, however, being in all things junior and subordinate to the lien on and pledge of the Pledged Revenues and Pledged Funds made for the security and payment of the Previously Issued Senior Lien Bonds and to the deposits required by the Previously Issued Senior Lien Bond Resolution to be made to the various funds and accounts as security for the Previously Issued Senior Lien Bonds. Provided further, however, at such time as all of the Previously Issued Senior Lien Bonds are no longer outstanding, the Parity New Series Revenue Obligations shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues. Parity New Series Revenue Obligations shall not constitute debts or obligations of the State or of the City, and the Owners of the Parity New Series Revenue Obligations shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Parity New Series Revenue Obligations do not give rise to a claim for payment against the City except as to Sales Tax Revenues held by the City and required by the Act to be paid over to the Corporation.

Section 2.03 Resolution as Security Agreement.

(a) An executed copy of this Resolution shall constitute a security agreement pursuant to applicable law, with the Owners as the secured parties. The lien, pledge, and security interest of the Owners created in this Resolution shall become effective immediately upon the Closing Date of the Bonds, and the same shall be continuously effective for so long as any Bonds are outstanding.

(b) A fully executed copy of this Resolution and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

Section 2.04 Application of Chapter 1208, Government Code.

Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the revenues granted by the Corporation under Section 2.02 of this Resolution, 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 revenues granted by the Corporation under Section 2.02 of this Resolution is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The Corporation's bonds to be designated "Mansfield Economic Development Corporation Sales Tax Revenue Bonds, Taxable New Series 2018," are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, particularly Chapters 501, 502 and 504 of the Texas Local Government Code, as amended, in the aggregate principal amount of \$_____ for the purpose of (i) acquiring approximately 155 acres within the City of Mansfield for the creation of the Mansfield International Industrial Park (the "Industrial Park") to carry out the types of projects authorized by the Act for the purpose of creating and retaining primary jobs, including for the development, retention, and expansion of manufacturing and industrial facilities, research and development facilities, recycling facilities, distribution centers, small warehouse facilities capable of serving as decentralized storage and distribution centers, and regional or national corporate headquarters, (ii) designing, developing and constructing public infrastructure, including streets and roads, water and sewer utilities, drainage improvements and related improvements in and around the Industrial Park, (iii) acquiring a New

Series Reserve Fund Surety Bond for deposit in the New Series 2018 Taxable Reserve Fund, and (iv) paying the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated January 1, 2018, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the Corporation and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on August 1 in the years and in the principal amounts set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		

(c) Interest shall accrue and be paid on each Bond respectively until the principal of such Bond shall have been paid or provision for such payment shall have been made, from the later of the Original Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2019, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by

United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the person in whose name such Bond is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office 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 a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the Corporation and thereafter neither the Corporation, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

Section 3.04 Execution and Initial Registration.

(a) The Bonds shall be executed on behalf of the Corporation by the President and Secretary of the Corporation, by their manual or facsimile signatures, and the official seal of the Corporation shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Corporation had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the Corporation whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Resolution, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that

the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Resolution, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Corporation, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the Representative or its designee, executed by manual or facsimile signature of the President and Secretary of the Corporation, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.10 hereof.

Section 3.05 Ownership.

(a) The Corporation, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the Corporation nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Corporation and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the Corporation shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Resolution.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of

the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the Corporation nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Resolution, shall be cancelled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Bonds in accordance with the Securities Exchange Act of 1934.

(b) Each substitute or replacement Bond issued pursuant to the provisions of Sections 3.06 and 3.09 of this Resolution, in conversion of and exchange for or replacement of any Bond or Bonds issued under this Resolution, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the Corporation, the governing body of the City, or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to the Texas Public Securities Procedures Act (Texas Government Code, Chapter 1201, as amended), and particularly Subchapter D thereof, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which was originally

delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the Form of Bonds set forth in this Resolution.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the Corporation may execute and, upon the Corporation's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Corporation executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Resolution.

(c) The Corporation, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Corporation or the Paying Agent/ Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

(iv) satisfies any other reasonable requirements imposed by the Corporation and the Paying Agent/Registrar.

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

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

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Corporation and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC

Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Corporation and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Corporation's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Corporation to make payments of amounts due 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 registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Representation Letter is hereby approved with such changes as may be approved by the Corporation and the President or Vice President is hereby authorized and directed to execute such Representation Letter.

Section 3.11 Successor Securities Depository; Transfer Outside.

In the event that the Corporation or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Corporation or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are 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 Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The Corporation reserves the option to redeem Bonds maturing on and after August 1, 20__, in whole or in part, before their scheduled maturity date, in integral multiples of \$5,000, on August 1, 20__, or on any date thereafter (such redemption date or dates to be fixed by the Corporation) at a price equal to the principal amount of the Bonds called for redemption plus accrued interest from the most recent interest payment date on which interest has been paid or duly provided for to the redemption date.

(b) The Corporation, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 [Reserved].

Section 4.04 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the Corporation shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof within such maturity or maturities and in such principal amounts, for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Resolution, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, and such exchange shall be without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the Corporation in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing of such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

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

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the Corporation sufficient to pay the principal of, premium, if any, and accrued interest on such Bonds.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Resolution, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Corporation defaults in the payment of the principal thereof, premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the Corporation shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the Corporation.

Section 4.08 Conditional Notice of Redemption.

The Corporation reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Corporation retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Corporation delivers a certificate of the Corporation to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the Corporation to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

U.S. Bank National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02 Qualifications.

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

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the Corporation will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The President or Vice President of the Corporation is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar substantially in the form presented to the Board specifying the duties and responsibilities of the Corporation and the Paying Agent/Registrar. The signature of the President or Vice President of the Corporation shall be attested by the Secretary of the Corporation.

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

Section 5.04 Termination.

The Corporation, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05 Notice of Change.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the Corporation will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Resolution and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

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

ARTICLE VI FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the registration certificate of the Comptroller, the certificate of the Paying Agent/Registrar, and the assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Corporation or by the officers executing such Bonds, as evidenced by their execution thereof.

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

(c) The Bonds shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as

determined by the officers executing such Bonds, as evidenced by their execution thereof, except that the Initial Bond submitted to the Attorney General of Texas, the definitive Bonds delivered to DTC (or any successor securities depository) and any temporary Bonds may be typewritten or photocopied or otherwise produced.

Section 6.02 Form of Bonds.

The form of Bonds, including the form of the registration certificate of the Comptroller, the form of certificate of the Paying Agent/Registrar and the form of assignment appearing on the Bonds, shall be substantially as follows:

(a) [Form of Bond]

NEITHER THE STATE, THE CITY OF MANSFIELD, TEXAS (THE "CITY") NOR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THIS BOND OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$_____

United States of America
State of Texas
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE REFUNDING BOND,
TAXABLE NEW SERIES 2018

INTEREST RATE: MATURITY DATE: ORIGINAL ISSUE DATE: CUSIP NUMBER:

_____ % August 1, _____ January 13, 2015 _____

Mansfield Economic Development Corporation (the "Corporation"), a non-profit industrial development corporation governed by Chapters 501, 502 and 504 of the Texas Local Government Code, as amended (the "Act"), in the State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Original Issue Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, 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 to be paid semiannually on February 1 and August 1 of each year, commencing August 1, 2015.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of U.S. Bank National Association as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Corporation. Notice of the Special Record Date and of

the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office 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 a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond dated December 1, 2014, is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds"), issued pursuant to a certain Resolution of the Board of Directors of the Corporation (the "Resolution") for the purpose of: (i) refunding the Refunded Taxable Bonds, (ii) acquiring a New Series Reserve Fund Surety Bond for deposit or in the New Series 2018 Taxable Reserve Fund, and (iii) paying the costs of issuing the Bonds.

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 of the Parity New Series Revenue Obligations without distinction as to priority and rights.

The Parity New Series Revenue Obligations, including interest payable thereon, shall constitute special obligations of the Corporation, payable solely from and secured by an irrevocable lien on and pledge of the Pledged Revenues and Pledged Funds, and not from any other revenues, properties or income of the Corporation, such lien and pledge, however, being in all things junior and subordinate to the lien on and pledge of the Pledged Revenues and Pledged Funds made for the security and payment of the Previously Issued Senior Lien Bonds and to the deposits required by the Previously Issued Senior Lien Bond Resolution to be made to the various funds and accounts as security for the Previously Issued Senior Lien Bonds. Provided further, however, at such time as all of the Previously Issued Senior Lien Bonds are no longer outstanding, the Parity New Series Revenue Obligations shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues. Parity New Series Revenue Obligations shall not constitute debts or obligations of the State or of the City, and the Owners of the Parity New Series Revenue Obligations shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Parity New Series Revenue Obligations do not give rise to a claim for payment against the City except as to Sales Tax Revenues held by the City and required by the Act to be paid over to the Corporation.

The Bonds are not subject to optional redemption prior to maturity.

As provided in the Resolution, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying

Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Corporation, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Corporation nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the Corporation, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Bond has been duly executed on behalf of the Corporation, under its official seal.

Secretary, Mansfield Economic
Development Corporation
[SEAL]

President, Mansfield Economic
Development Corporation

(b) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Resolution. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) [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 hereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By: _____

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

Authorized Signatory

(d) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth in paragraph (a) (c) and (e) of this Section, except that:

A. immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the heading “CUSIP NO.” shall be deleted;

B. in the first paragraph:

the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on August 1 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information to be inserted from Section 3.02(b) hereof.)

C. the Initial Bond shall be numbered T-1.

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this

_____.

Comptroller of Public Accounts
Of the State of Texas

[SEAL]

Section 6.03 CUSIP Registration.

The corporation may secure identification numbers through the CUSIP Services Bureau managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Corporation nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the back of or attached to each Bond over the certification of the Secretary of the Corporation, which may be executed in facsimile.

Section 6.05 Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Bonds, the Bonds, including the Initial Bond, may bear an appropriate legend, as provided by the insurer. To the extent permitted by applicable law, the Corporation will comply with all notice and other applicable requirements of the insurer in connection with the issuance of the Bonds, as such

requirements may be in effect and transmitted to the Corporation with the insurer's commitment to issue such insurance.

**ARTICLE VII
SALE OF THE BONDS;
CONTROL AND DELIVERY OF THE BONDS**

Section 7.01 Sale of Bonds; Official Statement.

(a) The Bonds are hereby officially sold and awarded and shall be delivered to the Underwriters, in accordance with the terms and provisions of that certain Purchase Agreement relating to the Bonds between the Corporation and the Underwriters and dated the date of the passage of this Resolution. The form and content of such Purchase Agreement are hereby approved, and the President or Vice President is hereby authorized and directed to execute and deliver, and the Corporation Secretary is hereby authorized and directed to attest, such Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of Frost Bank (the "Representative") or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The President or Vice President of the Corporation is hereby authorized and directed to execute the Official Statement and deliver appropriate numbers of copies thereof to the Representative. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the President or Vice President of the Corporation and the Representative, may be used by the Underwriters in the public offering of the Bonds and sale thereof. The Corporation Secretary of the Corporation is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the public offering of the Bonds is hereby ratified, approved and confirmed.

(c) All officers and officials of the Corporation are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the Corporation payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of Bracewell & Giuliani LLP, Bond Counsel for the Corporation, which opinion shall be dated as of and delivered on the Closing Date. The President or Vice President of the Corporation is hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

Section 7.02 Control and Delivery of Bonds.

(a) The President or Vice President is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the President or Vice President of the Corporation, against receipt by the Corporation of all amounts due to the Corporation under the terms of sale.

(c) In the event the President or Board Secretary are absent or otherwise unable to execute any document or take any action authorized herein, the Vice-President of the Board and any Assistant Board Secretary or other member of the Board, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Vice-President of the Board and any Assistant Board Secretary or other member of the Board shall for the purposes of this Resolution have the same force and effect as if such duties were performed by the President or Board Secretary, respectively.

**ARTICLE VIII
FUNDS AND ACCOUNTS, INITIAL DEPOSITS
AND APPLICATION OF MONEY**

Section 8.01 Creation and Confirmation of Funds.

(a) The Corporation hereby creates, establishes and confirms the following funds to be held at the Corporation's depository bank:

(i) "Mansfield Economic Development Corporation Previously Issued Senior Lien Bonds Debt Service Fund" created pursuant to the Previously Issued Senior Lien Bond Resolution, herein called the "Previously Issued Senior Lien Bonds Debt Service Fund;"

(ii) "Mansfield Economic Development Corporation Previously Issued Senior Lien Bonds Reserve Fund" created pursuant to the Previously Issued Senior Lien Bond Resolution, herein called the "Previously Issued Senior Lien Bonds Reserve Fund;"

(iii) “Mansfield Economic Development Corporation Gross Sales Tax Revenue Fund” created pursuant to the Previously Issued Senior Lien Bond Resolution, herein called the “Gross Sales Tax Revenue Fund;”

(iv) “Mansfield Economic Development Corporation New Series Debt Service Fund” created pursuant to this Resolution and the New Series Resolutions, herein called the “New Series Debt Service Fund;”

(v) “Mansfield Economic Development Corporation New Series 2015 Taxable Bonds Reserve Fund” created pursuant to the Taxable New Series 2015 Resolution, herein called the “New Series 2015 Taxable Bonds Reserve Fund”;

(vi) “Mansfield Economic Development Corporation New Series 2015 Tax-Exempt Bonds Reserve Fund” created pursuant to the Tax-Exempt New Series 2015 Resolution, herein called the “New Series 2015 Tax-Exempt Bonds Reserve Fund”;

(vii) “Mansfield Economic Development Corporation New Series 2016 Bonds Reserve Fund” created pursuant to the New Series 2016 Resolution, herein called the “New Series 2016 Bonds Reserve Fund”;

(viii) “Mansfield Economic Development Corporation New Series 2018 Taxable Bonds Reserve Fund” created pursuant to this Resolution, herein called the “New Series 2018 Taxable Bonds Reserve Fund;”

(ix) “Mansfield Economic Development Corporation Previously Issued Senior Lien Bonds Project Development Fund” created pursuant to the Previously Issued Senior Lien Bond Resolution, herein called the “Previously Issued Senior Lien Bonds Project Development Fund;”

(x) “Mansfield Economic Development Corporation New Series Bonds Project Development Fund” created pursuant to this Resolution and the Taxable New Series 2018 Resolution, herein called the New Series Project Development Fund;” and

(xi) “Mansfield Economic Development Corporation New Series Capital Improvement Fund.”

(b) The Previously Issued Senior Lien Bonds Debt Service Fund shall be maintained for the benefit of the Owners of the Previously Issued Senior Lien Bonds. Money on deposit in the Previously Issued Senior Lien Bonds Debt Service Fund shall be used to pay the principal of, premium, if any, and interest on the Previously Issued Senior Lien Bonds when and as the same shall become due and payable.

(c) The Previously Issued Senior Lien Bonds Reserve Fund shall be maintained for the benefit of the Owners of the Previously Issued Senior Lien Bonds. Money on deposit in the Previously Issued Senior Lien Bonds Reserve Fund shall be used to pay principal of, premium of, if any, and interest on Previously Issued Senior Lien Bonds becoming due and payable when there is not sufficient money available in the Previously Issued Senior Lien Bonds Debt Service Fund for such purpose. Money on deposit in the Previously Issued Senior Lien Bonds Reserve

Fund may be applied to the acquisition of a Surety Bond as authorized pursuant to the Previously Issued Senior Lien Bond Resolution.

(d) Moneys on deposit in the Previously Issued Senior Lien Bonds Project Development Fund shall be used for paying costs of Corporation Projects for which Previously Issued Senior Lien Bonds were issued.

(e) Moneys on deposit in the New Series Bonds Project Development Fund shall be used for paying costs of Corporation Projects for which Parity New Series Revenue Obligations from time to time are issued.

(f) The Gross Sales Tax Revenue Fund, which may also be designated as the “Mansfield Economic Development Corporation Fund,” is hereby established as a special fund comprised of the Gross Sales Tax Revenues, together with all other revenues as from time to time may be determined for deposit therein by the Corporation, and shall be maintained at the Corporation’s depository bank for the benefit of the Owners of the Previously Issued Senior Lien Bonds and the Parity New Series Revenue Obligations, subject to the further provisions of this Resolution.

(g) The New Series Debt Service Fund shall be maintained for the benefit of the Owners of the Parity New Series Revenue Obligations. Money deposited in the New Series Debt Service Fund shall be used to pay the principal of, premium, if any, and interest on the Parity New Series Revenue Obligations when and as the same shall become due and payable.

(h) The New Series 2018 Taxable Bonds Reserve Fund shall be maintained for the benefit of the Owners of the Bonds and not any other New Series Parity Revenue Obligations. Money deposited in the New Series 2018 Taxable Bonds Reserve Fund shall be used to pay principal of and/or interest on the Bonds becoming due and payable when there is not sufficient money available in the New Series Debt Service Fund for such purpose. Money on deposit in the New Series 2018 Taxable Bonds Reserve Fund may be applied to the acquisition of a New Series Reserve Fund Surety Bond.

Section 8.02 Deposit of Proceeds.

(a) All amounts received on the Closing Date by the Paying Agent/Registrar for the payment of the purchase price for the Bonds shall be deposited and transferred in accordance with the following:

(i) Proceeds of the Bonds in the amount of \$_____ shall be used to acquire a New Series Reserve Fund Surety Bond from _____ to be deposited into the New Series 2018 Taxable Bonds Reserve Fund; and

(ii) The remaining balance of the proceeds shall be deposited to the credit of a separate account within the New Series Project Development Fund to be entitled “New Series Taxable 2018 Bonds,” to be used for the purposes for which the Bonds are issued, including payment of the municipal bond insurance premium of the Bond Insurer and the cost of issuance of the Bonds as set forth in the Pricing Certificate.

(b) All costs of issuance of the Bonds may be paid by the Corporation from money on deposit in the Taxable New Series 2018 Bonds account of the New Series Project Development Fund as Costs of the Projects in accordance with agreements between the Corporation and the parties entitled to payment thereof, as determined by an Authorized Officer.

Section 8.03 Gross Sales Tax Revenue Fund.

(a) All Pledged Revenues shall be deposited and transferred as received to the Gross Sales Tax Revenue Fund.

(b) Until such time as the Previously Issued Senior Lien Bonds are no longer outstanding, moneys deposited in the Gross Sales Tax Revenue Fund shall be pledged and appropriated to the following uses, in the order of priority shown:

(i) First, to the payment, without priority, of all amounts required to be deposited in the Previously Issued Senior Lien Bonds Debt Service Fund established by the Previously Issued Senior Lien Bonds Resolution established for the payment of Previously Issued Senior Lien Bonds;

(ii) Second, to the payment of all amounts required to be deposited in the Previously Issued Senior Lien Bonds Reserve Fund pursuant to the Previously Issued Senior Lien Bonds Resolution;

(iii) Third, to pay any amounts due to any bond insurer of Previously Issued Senior Lien Bonds not paid pursuant to subsections (i) or (ii) above;

(iv) Fourth, to pay any amounts due to any issuer of a Previously Issued Senior Lien Bond Reserve Fund Surety Bond not paid pursuant to subsections (ii) or (iii) above;

(v) Fifth, to any other fund or account required by any Previously Issued Senior Lien Bond Resolution authorizing Previously Issued Senior Lien Bonds, the amounts required to be deposited therein;

(vi) Sixth, to the payment, without priority, of all amounts required to be deposited in the New Series Debt Service Fund herein established for the payment of Parity New Series Revenue Obligations;

(vii) Seventh, on a pro rata basis, to each debt service reserve fund created by any resolution authorizing the issuance of Parity New Series Revenue Obligations, which contains less than the amount to be accumulated and/or maintained therein, as provided in such resolutions;

(viii) Eighth, to pay any amounts due to any bond insurer of Parity New Series Revenue Obligations not paid pursuant to subsections (vi) or (vii) above;

(ix) Ninth, to pay any amounts due to any issuer of a New Series Reserve Fund Surety Bond not paid pursuant to subsections (vii) of (viii) above;

(x) Tenth, to any other fund or account required by any resolution authorizing Parity New Series Revenue Obligations, the amounts required to be deposited therein;

(xi) Eleventh, to any fund or account, or to any payee, required by any other resolution of the Board which authorizes the issuance of obligations or the creation of debt of the Corporation having a lien on the Pledged Revenues subordinate to the lien and pledge created herein with respect to the Parity New Series Revenue Obligations; and

(xii) Twelfth, to the New Series Capital Improvement Fund, for any lawful purpose.

(c) At such time as there are no Previously Issued Senior Lien Bonds outstanding, moneys deposited in the Gross Sales Tax Revenue Fund shall be pledged and appropriated to the following uses, in the order of priority shown:

(i) First, to the payment, without priority, of all amounts required to be deposited in the New Series Debt Service Fund herein established for the payment of Parity New Series Revenue Obligations;

(ii) Second, on a pro rata basis, to each debt service reserve fund created by any resolution authorizing the issuance of Parity New Series Revenue Obligations, which contains less than the amount to be accumulated and/or maintained therein, as provided in such resolutions;

(iii) Third, to pay any amounts due to any bond insurer of Parity New Series Revenue Obligations not paid pursuant to subsections (i) or (ii) above;

(iv) Fourth, to pay any amounts due to any issuer of a New Series Reserve Fund Surety Bond not paid pursuant to subsections (ii) or (iii) above;

(v) Fifth, to any other fund or account required by any resolution authorizing Parity New Series Revenue Obligations, the amounts required to be deposited therein;

(vi) Sixth, to any fund or account, or to any payee, required by any other resolution of the Board which authorizes the issuance of obligations or the creation of debt of the Corporation having a lien on the Pledged Revenues subordinate to the lien and pledge created herein with respect to the Parity New Series Revenue Obligations;

(vii) Seventh, to the New Series Capital Improvement Fund, for any lawful purpose.

Section 8.04 New Series Debt Service Fund.

(a) The Corporation hereby covenants and agrees to make deposits to the New Series Debt Service Fund from moneys in the Gross Sales Tax Revenue Fund, in substantially equal monthly, bi-monthly, quarterly or semi-annual installments as such money is received, to pay the principal of and interest on the Parity New Series Revenue Obligations as follows:

(i) Such amounts, on deposit and received following the Closing Date, as will be sufficient, together with other amounts, if any, then on hand in the New Series Debt Service Fund and available for such purpose, to pay the interest scheduled to accrue and become due and payable with respect to the Parity New Series Revenue Obligations on the next succeeding Interest Payment Date;

(ii) Such amounts, on deposit and received following the Closing Date, as will be sufficient, together with other amounts, if any, on hand in the New Series Debt Service Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Parity New Series Revenue Obligations on the next succeeding Interest Payment Date on which principal of the Bonds is to be payable.

(b) The deposits to the New Series Debt Service Fund for the payment of principal of and interest on the Parity New Series Revenue Obligations shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the New Series Debt Service Fund and New Series Reserve Fund is equal to the amount required to pay all outstanding obligations (principal and/or interest) for which said Fund was created and established to pay or (ii) the Parity New Series Revenue Obligations are no longer outstanding, i.e., fully paid as to principal and interest on all of the Parity New Series Revenue Obligations have been refunded.

(c) Any proceeds of the Bonds not required for the purposes for which the Bonds are issued shall be deposited to the New Series Debt Service Fund.

Section 8.05 New Series 2018 Taxable Bonds Reserve Fund.

(a) There is hereby created and ordered held at a depository bank of the Corporation, for the benefit of the Bonds, the New Series 2018 Taxable Bonds Reserve Fund. As provided in Section 8.03, the Corporation shall deposit and credit to the New Series 2018 Taxable Bonds Reserve Fund amounts required to maintain the balance in the New Series 2018 Taxable Bonds Reserve Fund in an amount equal to the maximum annual debt service requirements of the Bonds (the "Required Reserve"). The maximum annual debt service requirements of the Bonds shall be calculated by the Corporation on the date of issuance of the Bonds and on each October 1 thereafter, and the Required Reserve to be maintained in the New Series 2018 Taxable Bonds Reserve Fund after each such calculation shall be the amount determined by such calculation.

(b) All funds, investments and New Series Reserve Fund Surety Bonds on deposit and credited to the New Series 2018 Taxable Bonds Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make payments due under a New Series Reserve Fund Surety Bond and (iii) with respect to funds and investments on deposit and credited to the New Series 2018 Taxable Bonds Reserve Fund other than New Series Reserve Fund Surety Bonds, to retire the last maturity of or interest on the Bonds.

(c) When and for so long as the cash, investments and New Series Reserve Fund Surety Bonds in the New Series 2018 Taxable Bonds Reserve Fund equal the Required Reserve,

no deposits need be made to the credit of the New Series 2018 Taxable Bonds Reserve Fund. If the New Series 2018 Taxable Bonds Reserve Fund at any time contains less than the Required Reserve, the Corporation covenants and agrees that the Corporation shall cure the deficiency in the New Series 2018 Taxable Bonds Reserve Fund by making deposits to such Fund from the Pledged Revenues in accordance with Section 8.03 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve with any such deficiency payments being made on or before the last day of each month until the Required Reserve has been fully restored; provided, however, that no such deposits shall be made into the New Series 2018 Taxable Bonds Reserve Fund during any six-month period beginning on February 1 and August 1 until there has been deposited into the New Series Debt Service Fund the full amount required to be deposited therein by the next following February 1 and August 1, as the case may be. In addition, in the event that a portion of the Required Reserve is represented by a New Series Reserve Fund Surety Bond, the Required Reserve and deposits to the New Series 2018 Taxable Bonds Reserve Fund shall take into account such value of the New Series Reserve Fund Surety Bond. The Corporation further covenants and agrees that, subject only to the prior deposits and credits for the Previously Issued Senior Lien Bonds and to be made to the New Series Debt Service Fund, the Pledged Revenues shall be applied, appropriated and used to establish and maintain the Required Reserve, including by paying payments under a New Series Reserve Fund Surety Bond when due, and any reserve established for the benefit of any issue or series of Additional Parity New Series Revenue Obligations and to cure any deficiency in such amounts as required by the terms of this Resolution and any other Resolution pertaining to the issuance of Additional Parity New Series Revenue Obligations. Reimbursements to any provider of a New Series Reserve Fund Surety Bond shall constitute the curing of a deficiency in the New Series 2018 Taxable Bonds Reserve Fund to the extent that such reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the New Series Reserve Fund Surety Bond to the Required Reserve.

(d) Earnings and income derived from the investment of amounts held for the credit of the New Series 2018 Taxable Bonds Reserve Fund shall be retained in the New Series 2018 Taxable Bonds Reserve Fund until the New Series 2018 Taxable Bonds Reserve Fund contains the Required Reserve. During such time as the New Series 2018 Taxable Bonds Reserve Fund contains the Required Reserve or any cash or investment is replaced with a New Series Reserve Fund Surety Bond pursuant to subsection (e) below, the Corporation may, at its option, withdraw funds that are in excess of the Required Reserve and deposit such surplus in the Gross Sales Tax Revenue Fund; provided that the face amount of any New Series Reserve Fund Surety Bond may be reduced at the option of the Corporation in lieu of such withdrawal of excess funds. Notwithstanding the foregoing, any surplus funds in excess of the Required Reserve that consist of gross proceeds of the Bonds or interest thereon shall be used for purposes for which the Bonds were issued or deposited to the New Series Debt Service Fund.

(e) The Corporation may, at any time, deposit, supplement, replace or substitute a New Series Reserve Fund Surety Bond for cash or investments on deposit in the New Series 2018 Taxable Bonds Reserve Fund or in substitution for or replacement of any existing New Series Reserve Fund Surety Bond.

(f) If the Corporation is required to make a withdrawal from the New Series 2018 Taxable Bonds Reserve Fund for any of the purposes described in this Section, the Corporation

shall promptly notify the issuer of such New Series Reserve Fund Surety Bond of the necessity for a withdrawal from the New Series 2018 Taxable Bonds Reserve Fund for any such purposes, and shall make such withdrawal first from available moneys or permitted investments then on deposit in the New Series 2018 Taxable Bonds Reserve Fund, and next from a drawing under any New Series Reserve Fund Surety Bond to the extent of any deficiency.

(g) In the event there is a draw upon the New Series Reserve Fund Surety Bond, the Corporation shall reimburse the provider of such New Series Reserve Fund Surety Bond for such draw, in accordance with the terms of any agreement pursuant to which the New Series Reserve Fund Surety Bond is used, from Pledged Revenues; however, such reimbursement from Pledged Revenues shall be in accordance with the provisions of Section 8.03 hereof and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the then Outstanding New Series Parity Revenue Obligations.

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

(i) In connection with the issuance of the Bonds, the New Series 2018 Taxable Bonds Reserve Fund shall be funded with a New Series Reserve Fund Surety Bond from _____. Any Authorized Officer is authorized to execute a New Series Debt Service Reserve Agreement in substantially the form presented at this meeting.

Section 8.06 Deficiencies in Funds.

If the Corporation shall, for any reason, fail to pay into the New Series Debt Service Fund or New Series Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said funds from the first available revenues of the Corporation and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into said funds.

Section 8.07 Security of Funds.

All moneys on deposit in the funds referred to in this Resolution shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of funds of the City, and moneys on deposit in such funds shall be used only for the purposes permitted by this Resolution.

Section 8.08 Investments.

(a) Money in the funds established by this Resolution, the resolution authorizing the Previously Issued Senior Lien Bonds or any resolution authorizing the issuance of any Additional Parity New Series Revenue Obligations, at the option of the Corporation, may be invested in such securities or obligations as permitted under the laws of the State of Texas applicable to the City.

(b) Any securities or obligations in which money is so invested shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.09 Investment Income.

Interest and income derived from investment of any fund created by this Resolution shall be credited to such fund.

**ARTICLE IX
ADDITIONAL OBLIGATIONS**

Section 9.01 Issuance of Superior Lien Obligations Prohibited.

The Corporation hereby covenants that so long as any principal or interest pertaining to any Parity New Series Revenue Obligations remain outstanding and unpaid, it will not authorize or issue obligations secured by a lien on or pledge of the Pledged Revenues superior to the lien ascribed to the Parity New Series Revenue Obligations.

Section 9.02 Issuance of Additional Parity New Series Revenue Obligations Authorized.

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

(a) The Corporation is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the outstanding Previously Issued Senior Lien Bonds or the Parity New Series Revenue Obligations.

(b) Each of the funds created for the payment, security and benefit of the Previously Issued Senior Lien Bonds and the Parity New Series Revenue Obligations contains the amount of money then required to be on deposit therein.

(c) The Corporation has secured from a Certified Public Accountant a certificate or report reflecting that for the Fiscal Year next preceding the date of the proposed Additional Parity New Series Revenue Obligations, or a consecutive twelve (12) month period out of the fifteen (15) month period next preceding the month in which the resolution authorizing the proposed Additional Parity New Series Revenue Obligations is adopted, the Gross Sales Tax Revenues were equal to at least: (i) 1.35 times the combined maximum annual principal and interest requirements on all Previously Issued Senior Lien Bonds and Parity New Series Revenue Obligations to be outstanding after the issuance of the proposed Additional Parity New Series Revenue Obligations; and (ii) 1.50 times the combined average annual principal and interest requirements on all Previously Issued Senior Lien Bonds and Parity New Series Revenue Obligations to be outstanding after the issuance of the proposed Additional Parity New Series Revenue Obligations; provided, that, in the event of an increase in the rate of the Sales Tax that becomes effective prior to the date of the resolution authorizing the issuance of the Additional Parity New Series Revenue Obligations, such certificate or report shall calculate the Gross Sales Tax Revenues for the calculation period as if such increased rate were in effect during such period.

(d) The Additional Parity New Series Revenue Obligations are made to mature on February 1 or August 1, either or both, of each year in which they are scheduled to mature.

(e) The resolution authorizing the Additional Parity New Series Revenue Obligations provides that: (i) the New Series Debt Service Fund be augmented by amounts adequate to accumulate the sum required to pay the principal and interest on such obligations as the same shall become due; and (ii) the amount to be maintained in the New Series Reserve Fund shall be increased to an amount not less than the New Series Reserve Fund Requirement calculated to include the debt service of the proposed additional obligations; and (iii) any additional amount required to be maintained in the New Series Reserve Fund shall be deposited therein upon delivery of such Additional Parity New Series Revenue Obligations or in not more than 60 months from such date.

(f) Parity New Series Revenue Obligations may be refunded upon such terms and conditions as the Board may deem to be in the best interest of the Corporation; and if less than all such outstanding Parity New Series Revenue Obligations are refunded, the proposed refunding obligations shall be considered as "Additional Parity New Series Revenue Obligations" under the provisions of this Section, and the report or certificate required by paragraph (c) shall give effect to the issuance of the proposed refunding obligations and shall not give effect to the obligations being refunded.

Section 9.03 No Further Issuance of Previously Issued Senior Lien Bonds.

The Corporation covenants not to issue any bonds superior in lien and pledge to the Parity New Series Obligation, including specifically additional bonds or obligations authorized under the Previously Issued Senior Lien Bond Resolution.

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Pledged Funds and Pledged Revenues.

(a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to authorize and issue the Bonds, to adopt this Resolution and to pledge the Pledged Funds and Pledged Revenues in the manner and to the extent provided in this Resolution, and that the Pledged Funds and Pledged Revenues so pledged 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 for Parity New Series Revenue Obligations.

(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 the terms of this Resolution, subject only to any applicable bankruptcy or insolvency laws or to any applicable law 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 Funds and Pledged Revenues and all the rights of the Owners under this Resolution and the resolutions authorizing the issuance of the Bonds and any Additional Parity New Series Revenue Obligations, 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 the Act and other applicable law.

Section 10.02 Accounts, Periodical Reports and Certificates.

(a) The Corporation shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the funds and accounts established by this Resolution and which, together with all other books and papers of the Corporation, shall at all times be subject to the inspection of, the Owner or Owners of not less than 5% in principal amount of the Parity New Series Revenue Obligations then outstanding or their representatives duly authorized in writing.

Section 10.03 General.

The Directors and Officers of the Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of this Resolution.

Section 10.04 Repeal of Power to Collect Sales Tax.

Any repeal or amendment of the right and power to levy, collect and apply the Sales Tax pursuant to the Act shall never be effective until all of the principal of and the interest on the Parity New Series Revenue Obligations have been paid in full or they have been lawfully defeased under Article XII.

Section 10.05 Payment of the Bonds.

While any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Bonds, as applicable, as will accrue or mature on each applicable Interest Payment Date.

**ARTICLE XI
DEFAULT AND REMEDIES**

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an “Event of Default,” to-wit:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Corporation, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the Corporation; or
- (iii) the Corporation declares bankruptcy.

Section 11.02 Remedies for Default.

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

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

Section 11.03 Remedies Not Exclusive.

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

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

ARTICLE XII DISCHARGE

Section 12.01 Discharge.

The Corporation reserves the right to defease, refund or discharge the Bonds (i) by depositing with the Paying Agent/Registrar or other lawfully authorized entity a sum of money equal to the principal and all interest to accrue on the Bonds to their due date thereof (whether such date be by reason of maturity, redemption, or otherwise), and/or (ii) by depositing with the Paying Agent/Registrar or other lawfully authorized entity amounts sufficient, together with the investments earnings thereon, to provide for the payment of such Bonds. Such deposits may be invested and reinvested only in (a) direct, non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America and (b) non-callable 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 Corporation adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iii) by any combination of (i) and (ii) above.

ARTICLE XIII LAPSE OF PAYMENT

Section 13.01 Lapse of Payment.

(a) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested, by the Paying Agent/Registrar for the account of the Owner of the Bonds to which the Unclaimed Payments pertain.

(b) Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due, and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the Corporation to be used for any lawful purpose. Thereafter, neither the Corporation, the Paying Agent/Registrar nor any other person shall be liable or responsible to

any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

ARTICLE XIV CONTINUING DISCLOSURE UNDERTAKING

Section 14.01 Annual Reports.

(a) The Corporation shall cause the City to provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Corporation, financial information and operating data with respect to the Corporation of the general type included in the final Official Statement, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City within 12 months after the end of each fiscal year, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Corporation shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 14.02 Material Event Notices.

(a) The Corporation shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Corporation;¹

(xiii) The consummation of a merger, consolidation, or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) The Corporation shall notify the MSRB, in a timely manner, of any failure by the Corporation to provide financial information or operating data in accordance with Section 14.01 of this Ordinance by the time required by such Section.

Section 14.03 Limitations, Disclaimers and Amendments.

(a) The Corporation shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Corporation remains an

¹ For the purposes of the event identified in (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

“obligated person” with respect to the Bonds within the meaning of the Rule, except that the Corporation in any event will give notice of any deposit made in accordance with Article XII that causes Bonds no longer to be Outstanding.

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

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

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

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

(e) The provisions of this Article may be amended by the Corporation from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Corporation, only if (i) the provisions of this Article, as so amended, would have permitted an Underwriters to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Corporation (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Corporation so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 14.02 an explanation, in narrative form, of the reasons for the

amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XV AMENDMENTS

Section 15.01 Amendments.

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

ARTICLE XVI MISCELLANEOUS

Section 16.01 Changes to Resolution.

The President or Vice President of the Corporation, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Resolution if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 16.02 Partial Invalidity.

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

Section 16.03 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the Corporation or any person executing any Bonds.

ADOPTED AND EFFECTIVE this ____ day of _____, 2018.

By: _____
President, Mansfield Economic
Development Corporation

ATTEST:

Secretary, Mansfield Economic
Development Corporation

[SEAL]

EXHIBIT A

Description of Annual Disclosure of Financial Information

The following information is referred to in Article XIV of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The audited financial statements of the City for the most recently concluded fiscal year.
2. Financial information and operating data set forth in Tables 1 - 5 of the Official Statement and in Appendix B.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.



CITY OF MANSFIELD

1200 East. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 17-2567

Agenda Date: 1/22/2018

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Election of MEDC Board Officers

Requested Action

Elect MEDC Board Officers

Recommendation

Elect MEDC Board Officers

Description/History

Current board positions are listed below. Please review and bring your recommendations to the January 22, 2018 meeting for election of officers.

Current Board Members and Positions:

- Larry Klos, President
- Brian Fuller, Vice President
- Robert Putman, Secretary
- Randy Hamilton
- Selim Fiagome
- John Phillips
- David Godin

Justification

N/A

Funding Source

N/A

Prepared By

Scott Welmaker, Director, 817-266-5890