

\$2,340,250
EVERMAN TAX INCREMENT NOTE, SERIES 2026

Doc No.	Document
1.	Certified Ordinance Authorizing Notes
2.	Purchase Letter
3.	General Certificate of the City
4.	Signature Identification and No Lit. Certificate of the City
5.	Certified Resolution of the Reinvestment Zone Approving Note
6.	Tax Certificate
7.	Form 8038-G
8.	Opinion of Counsel
9.	Promissory Note

CERTIFICATE FOR ORDINANCE

STATE OF TEXAS §

COUNTY OF TARRANT §

We, the undersigned officers of the City Council of the City of Everman, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in SPECIAL MEETING ON THE 26th DAY OF MAY, 2026, at the Everman City Hall (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to-wit:

Ray Richardson	Mayor
Linda Sanders	Place 1
Carolyn Renfro	Place 2
Johnnie Allen	Place 3
Susan Mackey	Place 4, Mayor Pro Tem
Judy Sellers	Place 5
Miriam Davila	Place 6

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS AUTHORIZING THE EVERMAN TAX INCREMENT NOTE, SERIES 2026; AUTHORIZING THE EXECUTION OF A PURCHASE AND INVESTMENT LETTER, APPROVING OR RATIFYING CERTAIN CONTRACT DOCUMENTS RELATING TO THE SERIES 2026 NOTE; AND CONTAINING OTHER PROVISIONS RELATED THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, said motion carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

AYES:

NOES:

ABSTENTIONS:

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

3. The Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED as of the _____ day of _____, 2026.

City Secretary
City of Everman, Texas

Mayor
City of Everman, Texas

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS AUTHORIZING THE EVERMAN TAX INCREMENT NOTE, SERIES 2026; AUTHORIZING THE EXECUTION OF A PURCHASE AND INVESTMENT LETTER, APPROVING OR RATIFYING CERTAIN CONTRACT DOCUMENTS RELATING TO THE SERIES 2026 NOTE; AND CONTAINING OTHER PROVISIONS RELATED THERETO

ARTICLE I

RECITALS

WHEREAS, by Ordinance No. 670, adopted on November 12, 2013, the City of Everman, Texas (the "City") created Tax Increment Financing Reinvestment Zone Number One, City of Everman, Texas (the "TIRZ" with the territory of the TIRZ being the "Original TIF District") pursuant to Chapter 311, as amended, Texas Tax Code (the "TIRZ Act"), and approved a preliminary project plan for the TIRZ and a preliminary reinvestment zone financing plan for the TIRZ, each as thereafter amended; and

WHEREAS, by Ordinance No. 847, adopted on March 10, 2026, the City approved the expansion of the boundaries of the TIRZ (the "Expansion") and adopted the Amended Project & Financing Plan (the "Project and Financing Plan"); and

WHEREAS, the City and the Commissioners Court of Tarrant County, Texas (the "County") have entered into an agreement to participate in TIRZ (the "County Tax Increment Participation Agreement"), which obligates the County to participate in the TIRZ and to contribute 50% of the County's Tax Increment (as defined in the County Tax Increment Participation Agreement); and

WHEREAS, the City and the Tarrant County Hospital District (the "Hospital District") have entered into an agreement to participate in TIRZ (the "Hospital District Tax Increment Participation Agreement"), which obligates the Hospital District to participate in the TIRZ and to contribute 50% of the Hospital District's Tax Increment (as defined in the Hospital District Tax Increment Participation Agreement); and

WHEREAS, the City Council of the City hereby finds that the adoption of this Ordinance and the issuance of Series 2026 Note is in the best interests of the City, the TIRZ, and the Project and consistent with the contractual rights, duties, and obligations set forth in the aforementioned agreements.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Note Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

The term "Additional Parity Debt" shall mean the additional parity Tax Increment Notes permitted to be issued by the City pursuant to Section 5.2 herein.

The term "Business Day" shall mean any day which is not a Saturday, Sunday, or a day on which banking institutions in the City are authorized by law or executive order to close, or a legal holiday.

The term "Captured Appraised Value" shall mean, with respect to each Taxing Unit in each year, the total appraised value of real property taxable by the Taxing Unit and located in the TIRZ for that year less the Tax Increment Base of the Taxing Unit.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable provisions of any future federal income tax laws.

The term "Contract Tax Increments" shall mean the portions of the Tax Increments from time to time required to be deposited by the Participants into the Tax Increment Fund pursuant to the TIRZ Act and the Participant Contracts.

The term "Costs of Issuance" shall mean all charges, costs and expenses of the City incurred in connection with the authorization, issuance, sale and delivery of Tax Increment Note including, but not limited to, legal fees, financial advisory fees, bond insurance premiums, surety bond premiums, fiscal, paying agent, or escrow agent fees, printing fees, accounting fees, consultant fees, verification fees, other similar fees and expenses, travel expenses, rating agency fees, and the fees of the Texas Attorney General.

The term "Depository" shall mean an official depository bank selected by the City.

The term "Eligible Investments" shall mean any investments which the City is permitted to make under the laws of the State of Texas, including the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

The term "Exempt Securities" means bonds or other evidences of obligations, the interest on which is exempt from federal income taxation under section 103(a) of the Code.

The term "Fiscal Year" means the twelve (12) month period commencing on October 1 of a calendar year and ending September 30 of the next succeeding calendar year, or such other consecutive twelve (12) month period as determined by the City.

The term "Issuance Date" shall mean the date on which each such Series 2026 Note is delivered to and paid for by the Purchaser.

The term "Notes" shall mean the Series 2026 Notes, the Previously Issued Obligations, and any Additional Parity Debt hereafter issued by the City.

The term "Parity Obligations" shall mean the Series 2026 Note, the Previously Issued Obligations, and each series of Additional Parity Debt from time to time hereafter issued, but only to the extent such Parity Obligations remain Outstanding.

The term "Participants" shall mean the City, Tarrant County, Texas, and Tarrant County Hospital District.

The term "Participant Contracts" shall mean the County Tax Increment Participation Agreement, and the Hospital District Tax Increment Participation Agreement and any other contracts or orders heretofore or from time to time hereafter entered into between the City and Participants, containing provisions with respect to the payment by Participants of Tax Increments.

The term "Pledged Revenues" shall mean the Tax Increments and all money required to be deposited into the Pledged Revenue Fund, the Debt Service Fund, and Reserve Fund.

The term "Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Mandatory Redemption Installments applied in accordance with this Note Ordinance plus (b) the amount of any Mandatory Redemption Installment payable on said future date for the retirement of any Outstanding Bonds of said Series.

The term "Payment Date", shall mean May 26 in each of the years set forth in the Form of Note.

The term "Project" shall mean the renovation and equipment of the City's City Hall and Animal Shelter.

The term "Project Costs" shall mean all project costs identified in the Project and Financing Plan as authorized by the TIRZ Act,

The term "Purchaser" shall mean Government Capital Corporation, as set forth in the Purchase and Investment Letter concerning the purchase of the Series 2026 Note.

The term "Ordinance" or "Note Ordinance" shall mean this Ordinance authorizing the issuance of \$2,340,250 Everman Tax Increment Note, Series 2026, and all amendments hereof and supplements hereto or any Ordinance authorizing the issuance of any Additional Parity Debt.

The term "Series 2026 Note" or "Series 2026 Notes" shall mean the City's Tax Increment Notes, Series 2026 authorized by this Note Ordinance.

The term "State" or "State of Texas" shall mean the State of Texas.

The term "Subordinate Lien Obligations" shall mean any bonds, notes or other obligations, including contractual obligations incurred by the City in accordance with the terms of the Project and Financing Plan, secured in whole or in part by liens on the Pledged Revenues that are subordinate and inferior to the lien on Pledged Revenues securing payment of any Tax Increment Notes.

The term "Tax Increment" shall mean, with respect to each Taxing Unit in each year, the amount of property taxes levied by the Taxing Unit for that year on the Captured Appraised Value of real property taxable by the Taxing Unit and located in the TIRZ.

The term "Tax Increment Base" shall mean the total appraised value of property in the TIRZ as of January 1, 2013, plus the total appraised value of real property taxable by a Taxing Unit and annexed into the TIRZ as determined on January 1 of the year in which such property was annexed into the TIRZ.

The term "Tax Increment Fund" shall mean the City's Tax Increment Fund for the TIRZ created and maintained in accordance with Ordinance No. 672, as amended, and the TIRZ Act.

The term "Taxing Unit" shall mean, in addition to the Participants, a special district or authority (including a junior college district, a hospital district, a navigation district, or other district created by or pursuant to the V.T.C.A. Water Code), or any other political subdivision of the State of Texas, whether created by or pursuant to the Texas Constitution or a local, special, or general law, that is authorized to impose and is imposing ad valorem taxes on real property in the TIRZ, even if the governing body of another political unit determines the tax rate for the unit or otherwise governs its affairs.

The term "TIRZ Act" shall mean Chapter 311, Texas Tax Code; as amended.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Note Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the Articles and Sections of this Note Ordinance 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. This Note Ordinance and any Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Obligations and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE SERIES 2026 NOTES

Section 3.1 Amount, Purpose, Authorization. The Series 2026 Notes shall be issued in the principal amount of \$2,340,250 for the purpose of (1) paying Project Costs, (2) paying Costs of Issuance of the City, all under and pursuant to the authority of the TIRZ Act and all other applicable law. None of the proceeds of the Series 2026 Notes shall be used for the purpose of paying or otherwise providing for educational facilities pursuant to the TIRZ Act.

Section 3.2 Principal Amount and Interest Rates.

(a) The Series 2026 Note shall be issued in the principal amount of Two Million Three Hundred Forty Thousand Two Hundred Fifty and 00/100 dollars (\$2,340,250.00) and may be transferred and exchanged as set out in this Note Ordinance. The Series 2026 Note shall be payable in annual installments as set forth in Form of Note.

(b) The Series 2026 Note shall bear interest at a rate of 4.549% per annum. Interest shall accrue from the Issuance Date and shall payable as set forth in the Form of Note until maturity or prior redemption. Interest shall be calculated based upon a 360-day year of twelve 30-day months.

Section 3.3 Execution of Series 2026 Notes.

(a) The Series 2026 Notes shall be signed by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Series 2026 Notes shall have the same effect as if each of the Series 2026 Notes had been signed manually and in person by each of said officers.

Section 3.4 Payment of Principal and Interest. Payment of principal and interest installments shall be made to the Purchaser on the dates and in amounts set forth in the Form of Note

Section 3.5 Redemption. The Series 2026 Notes are subject to optional redemption on any Payment Date on or after May 26, 2031 by paying the applicable Early Redemption Value set forth in the Form of Note.

Section 3.6 Limited Obligations THE SERIES 2026 NOTES AND ALL PARITY OBLIGATIONS ARE A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES, WHICH IS THE SOLE ASSET OF THE CITY PLEDGED THEREFOR. THE SERIES 2026 NOTES ARE OBLIGATIONS SOLELY OF THE CITY AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF TARRANT COUNTY, TEXAS, TARRANT COUNTY HOSPITAL DISTRICT, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CITY OR SUBDIVISION OF THE STATE OF TEXAS.

ARTICLE IV

FORM OF NOTE

Section 4.1 Forms. The form of the Series 2026 Note shall be substantially as set forth on Exhibit A hereto, with such additions, deletions and variations, as may be necessary or desirable and not prohibited by this Note Ordinance.

ARTICLE V

Section 5.1 Pledge of Pledged Revenues.

(a) The City covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Series 2026 Notes and any Additional Parity Debt, including the establishment and maintenance of the special funds created and to be maintained by this Note Ordinance, all as hereinafter provided; and it is hereby resolved that the Parity Obligations, and the interest thereon, shall constitute a first lien on the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of Pledged Revenues granted by the City under subsection 5. I(b) of this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 5.2 Additional Parity Debt. The City reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Obligations), one or more series of Additional Parity Debt payable from and secured by a lien on the Pledged Revenues, on a parity with the Series 2026 Note, and any previously issued Additional Parity Debt; provided, however, that no Additional Parity Debt may be issued unless:

(a) The City certifies that it is not in material default with the terms of any Resolution;

(b) The City has received from the Appraisal District taxable values meeting the requirements set forth in paragraph (c) below which shows Captured Appraised Value which, at the Participants' tax rates then in existence, will generate Tax Increments, that will be at least 125 percent of projected maximum annual debt service on the Notes and the Additional Parity Debt to be issued; and

(c) The Captured Appraisal Value required by paragraph (b) above may be either one or a combination of: (i) a certificate of the county appraisal district showing certified values, adjusted by the City for exemptions, (ii) a certificate of the county appraisal district showing estimated or preliminary values, adjusted by the City for exemptions and losses due to protests, or (iii) a projection prepared by an independent real estate appraiser.

Section 5.3 Subordinate Lien Obligations. The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are subordinate and inferior ("Subordinate Lien Obligations") to the lien on Pledged Revenues securing payment of the Parity Obligations. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE VI

FUNDS AND INVESTMENTS

Section 6.1 Creation of Funds. There are hereby created the following Funds:

- (a) Pledged Revenue Fund;
- (b) Debt Service Fund;
- (c) Project Fund; and

Each Fund shall be maintained by the City at its Depository.

Section 6.2 Pledged Revenue Fund. There is hereby created and established with the Depository a fund to be designated the "Pledged Revenue Fund." Immediately upon receipt thereof, the City shall deposit into the Pledged Revenue Fund all Tax Increments. The City may use its existing Tax Increment Fund as the Pledged Revenue Fund. Money in the Pledged Revenue Fund shall be applied in the following manner and order of priority:

- (A) First, to the Rebate Fund then to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the interest and principal payments, if any, due on the Tax Increment Notes in the then current Fiscal Year (including any unpaid interest and principal installments from a prior Fiscal Year);
- (B) Second, to the payment of administrative costs of TIRZ in the then current Fiscal Year;
- (C) Third, to any fund or account created for the benefit of any Subordinate Lien Obligations issued or incurred by the City; provided that immediately prior to any such transfers the deposits required by Section 6.2(A) through (B) above have been made or provided for;

(D) Fourth, as directed by the City, to the Project Fund to pay for any services, improvements or other Project Costs permitted by the TIRZ Act; provided that immediately prior to any such transfers the deposits required or payments made by Section 6.2(A) through (C) above have been made or provided for.

Section 6.3 Debt Service Fund. There is hereby created and established with the Depository a fund to be designated the "Debt Service Fund". Money in the Debt Service Fund shall be held in trust at the Depository. The City shall deposit or cause to be deposited into the Debt Service Fund accrued interest on the Tax Increment Notes, money designated by the City as capitalized interest on the Tax Increment Notes, any transfers from the Pledged Revenue Fund as provided in Section 6.2, and, to the extent necessary, other Pledged Revenues in such amounts and at such times to provide that amounts necessary to pay all Tax Increment Notes when due, including specifically to pay interest and principal Installments due on the Tax Increment Notes in the then current Fiscal Year. The City shall pay from the Debt Service Fund all principal and interest payments when due on the Tax Increment Notes.

Section 6.4 Project Fund. There is hereby created and established at the Depository a fund to be designated the "Project Fund". The Depository, at the direction of the City, may establish and create within the Project Fund such number of accounts and subaccounts as the City deems appropriate.

The Project Fund and any accounts or subaccounts thereof shall initially be funded as provided in the Note Ordinance. The money and securities in the Project Fund shall be subject to a lien and charge in favor of the Holders of the Notes. The money in the Project Fund shall be used solely to pay or reimburse the City and/or the TIRZ for Project Costs including Costs of Issuance and the repayment of any advances, loans, notes or other obligations used to finance Project Costs.

ARTICLE VII

COVENANTS OF THE CITY

Section 7.1 Payment of Tax Increment Notes and Performance of Obligations. The City covenants to promptly pay or cause to be paid all Tax Increment Notes when due, including specifically to promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on the Tax Increment Notes as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Tax Increment Notes and the Note Ordinance; to pay when due all fees, and perform all of its covenants, undertakings and agreements contained in this Note Ordinance and the Tax Increment Notes.

Section 7.2 Recordation and Execution of Security Instruments. (a) The City covenants to cause all security instruments, financing statements and supplements thereto, if any, that may be necessary, to be filed, recorded, and refiled, in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the rights and security of the Owners of the Tax Increment Notes and to perfect and preserve the lien on and pledge of the

Pledged Revenues. Without limiting the generality of the foregoing, the City shall execute and deliver such additional instruments and perform such additional acts as may be necessary and proper after the execution of this Note Ordinance and to transfer to any successor Paying Agent/Registrar the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of this Note Ordinance with respect to any Bond, and shall take all action that may at any time be necessary, in the opinion of the Paying Agent/Registrar, to secure the interests of the Owners of the Bonds.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Tax Increment Notes and the pledge of the Pledged Revenues granted by the City under Section 5.1 of this Note Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while any Tax Increment Notes are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the City under Section 5.1 of this Note Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Tax Increment Notes the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7.3 Title: Encumbrances of Pledged Revenues. The City covenants that it has good and indefeasible title to the Contract Tax Increments, subject to the assignments and pledges contained herein. So long as any Tax Increment Notes remain Outstanding, except as permitted by Sections 5.2 and 5.3 of this Note Ordinance, the City covenants not to sell, transfer, assign, pledge, encumber, mortgage or otherwise dispose of, directly or indirectly, by merger or otherwise, or cause or suffer same, or create or allow to accrue or exist any lien upon, all or any part of its interest in the Pledged Revenues or any portion thereof.

Section 7.4 Pledged Revenues Not Encumbered. The Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the City other than the Tax Increment Notes. The City covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is subordinate and inferior to the lien and pledge hereunder securing the Tax Increment Notes, such as any Subordinate Lien Obligations.

Section 7.5 Collection of Tax Increments. Subject to the provisions of applicable law, the City covenants and agrees to use its best efforts to cause each Participant to pay to the City, when due, all Tax Increments to provide for the payment of principal of and interest on the Tax Increment Notes.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 8.1 Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Debt Service Fund (b) defaults in

the observance or performance of any other of the covenants, conditions, or obligations set forth in this Note Ordinance, the Owners of any of the Notes shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing bodies of the City and the County and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Note Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

ARTICLE IX

DISCHARGE

Section 9.1 Discharge and Release of Lien. When all Tax Increment Notes have been paid in full as to principal and as to interest and premium, if any, or when all Tax Increment Notes have become due and payable, whether at maturity or by prior redemption or otherwise, and the City shall have provided for the payment of the whole amount due or to become due on all Tax Increment Notes then outstanding and the City shall also have paid or caused to be paid all sums payable hereunder by the City, the Owner of the Notes shall discharge and release the lien of this Note Ordinance and execute and deliver to the City such releases or other instruments as shall be required to release the lien hereof.

ARTICLE X

COVENANTS TO MAINTAIN TAX-EXEMPT STATUS

Section 10.1 Definitions. When used in this Section, the following terms have the following meanings:

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issuance Date.

Computation Date has the meaning set forth in Section 1.148-1 (b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1 (c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section I .148-1 (b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Series 2026 Notes are invested and which is not acquired to carry out the governmental purposes of the Series 2026 Notes.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(a) any Investment has the meaning set forth in Section 1.148-5 of the Regulations;
and

(b) the Series 2026 Notes has the meaning set forth in Section 1.148-4 of the Regulations.

Section 10.2 Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Series 2026 Note to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Series 2026 Note, the City shall comply with each of the specific covenants in this Section.

Section 10.3 No Private Use or Private Payments. Except to the extent that it will not cause the Series 2026 Notes to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of Series 2026 Notes:

(a) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

Section 10.4 No Private Loan. Except to the extent that it will not cause the Series 2026 Notes to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Series 2026 Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

Section 10.5 Not to Invest at Higher Yield. Except to the extent that it will not cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

Section 10.6 Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

Section 10.7 Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

Section 10.8 Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(a) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(b) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(c) As additional consideration for the purchase of the Series 2026 Notes by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Debt Service Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Series 2026 Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(d) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

Section 10.9 Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Series 2026 Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

Section 10.10 Series 2026 Notes Not Hedge Bonds.

(a) The City reasonably expects to spend at least 85% of the spendable proceeds of the Series 2026 Notes within three years after Series 2026 Notes are issued.

(b) Not more than 50% of the proceeds of the Series 2026 Notes will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

Section 10.11 Elections. The City hereby directs and authorizes the Authorized Representative, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document

permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Series 2026 Notes. Such elections shall be deemed to be made on the Issuance Date.

ARTICLE XI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF
SERIES 2026 NOTES

Section 11.1 Sale. The Series 2026 Notes are hereby sold and shall be delivered to the Purchaser at a price of \$2,340,250 all in accordance with the Purchase and Investment Letter dated as of May 26, 2026, which has been presented to and is hereby approved by the City

Section 11.2 Application of Proceeds. Proceeds from the sale of the Series 2026 Notes shall promptly be deposited into the Project Fund. The proceeds in the Project Fund may also be used to pay or reimburse the City for Project Costs including Costs of Issuance.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Note Ordinance, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 12.2 Severability. If any Section, paragraph, clause or provision of this Note Ordinance 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 Note Ordinance.

Section 12.3 Open Meeting. It is hereby officially found and determined that the meeting at which this Note Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 12.4 Parties Interested. Nothing in this Note Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent/Registrar, and the Owners of the Series 2026 Notes, any right, remedy or claim under or by reason of this Note Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Note Ordinance shall be for the sole and exclusive benefit of the City, the Purchaser and the Purchaser’s assigns.

Section 12.5 Governing Law This Note Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 12.6 No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Series 2026 Note or for any claim based thereon or on this Note Ordinance against any official of the City or any person executing any Series 2026 Notes.

Section 12.7 Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Note Ordinance.

Section 12.8 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 12.9 Accounting Reports. The City shall provide annually to the Purchaser for so long as the Purchaser remains an Owner of the Series 2026 Notes, within 180 days after the end of each Fiscal Year ending in or after 2026, financial information and operating data with respect to the City; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the City may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for the applicable fiscal year within 180 days after the end of such Fiscal Year, and (2) audited financial statements for the applicable fiscal year to the Purchaser when and if the audit report on such statements become available.

Section 12.10 Qualified Tax-Exempt Obligation. The City hereby designates the Note as qualified tax exempt obligations under Section 265(b) of the Code.

Section 12.10 Effective Date. This Note Ordinance shall become effective immediately upon passage by this City and signature of the Mayor and City Secretary.

[Execution Page Follows]

PASSED AND ADOPTED on the ____ day of May 2026

Mayor,

ATTEST

City Secretary

**EXHIBIT A
FORM OF TAX INCREMENT NOTE**

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER
AND IS NOT A REGISTERED OBLIGATION**

\$2,340,250

May 26, 2026

**CITY OF EVERMAN TEXAS
TAX INCREMENT NOTE, SERIES 2026**

THE CITY OF EVERMAN, TEXAS (the “*City*”) for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092, the principal sum of TWO MILLION THREE HUNDRED FORTY TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$2,340,250).

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the ordinance authorizing the issuance of this Note adopted by the City Council of the City on May 26, 2026 (the “*Ordinance*”)

Beginning on May 26, 2027 and on each May 26th thereafter until the Maturity Date, the City agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in such amounts as reflected on Schedule I attached hereto. All unpaid principal and accrued interest shall be finally due and payable on or before May 26, 2036 (the “Maturity Date”).

Interest shall accrue at a per annum rate of the lesser of (a) 4.549% or (b) the maximum interest rate permitted by law.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 30/360 day year.

This Note is authorized by the Ordinance and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof and that certain Purchase and Investment Letter dated May 12, 2026 (the “*Purchase Letter*”). A copy of the Ordinance is on file in the permanent records of the City and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the City, at all times during regular business hours.

The principal of and interest on this Note is payable from and secured by a lien on and pledge of the Pledged Revenues as that term is defined in the Ordinance.

Except as otherwise provided in the Ordinance, the City waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the City and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the City. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the City and the holder hereof.

THIS NOTE AND THE PURCHASE LETTER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THIS NOTE IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES, WHICH IS THE SOLE ASSET OF THE CITY PLEDGED THEREFOR AND THE HOLDERS OF THE SAME MAY NEVER SEEK PAYMENT OF THIS NOTE FROM THE ANY OTHER FUNDS OF THE CITY. THE NOTE IS SOLELY A LIMITED OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF TARRANT COUNTY, TEXAS, TARRANT COUNTY HOSPITAL DISTRICT, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CITY OR SUBDIVISION OF THE STATE OF TEXAS.

The City may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 3.5 of the Ordinance.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is 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 institution is 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 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

CITY OF EVERMAN, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	5/26/2027	\$296,471.01	\$106,457.97	\$190,013.04	N/A
2	5/26/2028	\$296,471.01	\$97,814.28	\$198,656.73	N/A
3	5/26/2029	\$296,471.01	\$88,777.38	\$207,693.63	N/A
4	5/26/2030	\$296,471.01	\$79,329.40	\$217,141.61	N/A
5	5/26/2031	\$296,471.01	\$69,451.63	\$227,019.38	\$1,306,959.08
6	5/26/2032	\$296,471.01	\$59,124.52	\$237,346.49	\$1,067,340.79
7	5/26/2033	\$296,471.01	\$48,327.63	\$248,143.38	\$817,299.10
8	5/26/2034	\$296,471.01	\$37,039.58	\$259,431.43	\$556,380.60
9	5/26/2035	\$296,471.01	\$25,238.05	\$271,232.96	\$284,112.15
10	5/26/2036	\$296,471.01	\$12,899.66	\$283,571.35	\$0.00

GOVERNMENT CAPITAL CORPORATION

May 26, 2026

City of Everman, Texas

Re: \$2,340,250 Everman Tax Increment Note, Series 2026

Dear Ladies and Gentlemen:

We (also referred to herein as “Lender”) have agreed to purchase, and the City of Everman, Texas (the “Issuer”) has agreed to sell us the captioned Note at a purchase price of \$2,340,250.00, and no accrued interest. The Note will bear the terms, redemption provisions, if any, and be secured as described in the Issuer’s ordinance authorizing the same adopted this date (the “Ordinance”), all subject to receipt by you and by us of such opinions, certificates and other documents as you or we may reasonably require to establish the validity and legality of the Notes.

We hereby represent and warrant that:

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

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

(3) we have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed decision to purchase the Notes, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Notes will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Notes;

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

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

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

(7) we understand that, with respect to the Notes, the Issuer is not required to make any continuing disclosure pursuant to Rule 15c2-12(b) (the *Rule*) of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, because the Notes are being sold pursuant to a private placement with the Purchaser (as defined in the Ordinance), generally in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Notes;

(8) we make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in connection with the purchase of the Notes. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification provided in connection with the purchase of the Notes shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Bond Ordinance.

a. Not a Sanctioned Company. We represent that neither we nor any of our parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes us and each of our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. We hereby verify that we and our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

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

d. No Boycott of Energy Companies. we hereby verify that we and our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code

(9) we understand and agree that the foregoing representations and warranties will be relied upon by Naman Howell Smith & Lee, PLLC, as bond counsel, in rendering their opinion on the exemption of the Note from the registration requirements under existing federal and state securities laws.

[The remainder of this page intentionally left blank.]

Very truly yours,

GOVERNMENT CAPITAL CORPORATION

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED this _____ day of _____, 2026

CITY OF EVERMAN, TEXAS

By: _____
Mayor

**GENERAL CERTIFICATE OF THE
CITY OF EVERMAN, TEXAS**

THE STATE OF TEXAS	§
COUNTY OF TARRANT	§
CITY OF EVERMAN	§

I the undersigned City Secretary of the City of Everman, Texas (the “City”), to hereby execute and deliver this Certificate for the benefit of all persons interested in the EVERMAN TAX INCREMENT NOTE, SERIES 2026, dated May 26, 2026, now in the process of issuance (the “Note”). I certify as follows:

1. Attached as Exhibit A hereto is a true and correct copy of Ordinance No. 670, adopted on November 12, 2013 creating the Tax Increment Financing Reinvestment Zone Number One, City of Everman, Texas (the “Zone”).

2. Attached hereto as Exhibit B is a true and correct copy of Ordinance 847, adopted on March 10, 2026 further amending the boundaries of the Zone and the Project Plan and Finance Plan of the Zone.

3. There is no litigation of any nature now pending against the City, or to our knowledge, threatened against the City contesting or attacking the Note or restraining or enjoining its issuance, execution or delivery, or restraining or enjoining the levy and/or collection and/or pledge of the funds from which the Note is payable.

IN WITNESS WHEREOF, I have duly executed this certificate on ___ day of _____, 2026.

City Secretary, City of Everman, Texas

**SIGNATURE IDENTIFICATION
AND NO-LITIGATION CERTIFICATE**

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF EVERMAN §

We, the undersigned officers of the City of Everman, Texas (the "City"), in connection with the issuance and delivery of the following described Note (the "Note")

\$2,340,250 EVERMAN
TAX INCREMENT NOTE, SERIES 2026

do hereby certify, as of the date set forth below, the following:

1. We officially executed and signed the Note by causing our manual or facsimile signatures to be imprinted on each of the Note, and we hereby adopt such signatures as our own, respectively.
2. The Note are substantially in the form, and have been duly executed and signed, in the manner prescribed in the ordinance authorizing the issuance of such Note.
3. At the time we so executed and signed the Note, and at the time of executing this certificate, we are the duly chosen, qualified and acting officers authorized to execute the Note and to execute and deliver this certificate. We now hold, and held at the date we executed the Note, the offices set forth below opposite our signatures.
4. No litigation of any nature has been filed or is now pending which contests or attacks the validity of the Note; which would restrain or enjoin the issuance or delivery of the Note; which would restrain or enjoin the collection or pledge of taxes, revenues, or funds from which the Note are payable or would in any other manner affect the provisions made for their payment or security; or which in any manner questions the proceedings or authority concerning the issuance of the Note; and so far as we know and believe no such litigation is threatened.
5. Neither the corporate existence nor the boundaries of the City are being contested; no litigation has been filed or is now pending which would affect the authority of the officers of the City to issue, execute, and deliver the Note or would affect the title of the undersigned to their respective offices; and no authority or proceedings for the issuance, execution or delivery of the Note have been repealed, rescinded or revoked.

SIGNED AND SEALED as of the _____ day of _____, 2026.

SIGNATURES

TITLE OF OFFICE

Mayor

Mayor

City Secretary

City Secretary

STATE OF TEXAS
COUNTY OF TARRANT

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons whose names are subscribed to the foregoing instrument, and signed the same in my presence.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public in and for the State of Texas

CERTIFICATE FOR RESOLUTION

I, the undersigned officer of the Board of Directors (“Zone Board”) for Tax Increment Financing Reinvestment Zone Number One, City of Everman, Texas (the “Zone”) do hereby certify as follows:

1. The Zone Board convened on the ___ day of _____, 2026, in regular session at the regular meeting place thereof within the City of Everman (the “City”); and roll was called of the duly constituted officers and members of said Zone Board, to wit:

<u>NAME</u>	<u>OFFICE</u>
Judy Sellers	Chair
Susan Mackey	Vice-Chair
Michael Gee	Board Member
Alan Brown	Board Member
Shannon Fletcher	Board Member

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

**RESOLUTION OF TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF EVERMAN, TEXAS, APPROVING THE ISSUANCE OF
\$2,623,115 EVERMAN TAX INCREMENT NOTES, SERIES 2026 AND CONTAINING
OTHER PROVISIONS RELEATED THERETO**

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

AYES: All members of the Board of Commissioners shown present above voted “Aye” except as shown below.

NOES: _____

ABSTAIN: _____

2. That a true, full, and correct copy of the Resolution is attached to and follows this Certificate; that the Resolution has been duly recorded in the Zone Board’s minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from the Zone Board’s minutes of the Meeting; that the persons named in the above and foregoing paragraph are the duly

chosen, qualified, and acting officers and members of the Zone Board as indicated therein; that each of the officers and members of the Zone Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of the Zone Board of the District has approved and hereby approves the Resolution; that the President and the Secretary of the District have duly signed the Resolution; and that the President and the Secretary of the Zone Board hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED this _____, 2026.

Secretary, Zone Board

President, Zone Board

RESOLUTION 2026-05-01TIF

**RESOLUTION OF TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF EVERMAN, TEXAS, APPROVING THE ISSUANCE OF
\$2,340,250 EVERMAN TAX INCREMENT NOTES, SERIES 2026 AND CONTAINING
OTHER PROVISIONS RELATED THERETO**

WHEREAS, by Ordinance No. 670, adopted on November 12, 2013, the City of Everman, Texas (the "City") created Tax Increment Financing Reinvestment Zone Number One, City of Everman, Texas (the "TIRZ") pursuant to Chapter 311, as amended, Texas Tax Code (the "Act"); and

WHEREAS, the City as determined it is in the best interests of the Zone to issue obligations in the amount of \$2,340,250 (the "Note"), to be secured by tax increment payments to be made to the Tax Increment Fund as permitted by the Act; and

WHEREAS, in order to secure the Note, the Council has approved an ordinance on May 26, 2026 (the "Note Ordinance"), pursuant to which the Note will be issued, the proceeds of which shall be used to pay for the costs of financing the Project, consisting of (i) the construction and equipping of public improvements including renovation of City Hall and the City's animal shelter and , (ii) amounts necessary to pay costs of issuance; and

WHEREAS, to effectuate the issuance, sale and delivery of the Note, the City shall enter into a purchase and investment letter (the "Purchase Letter") with Government Capital Corporation, the purchaser of the Note (the "Purchaser"), relating to and setting forth certain terms and conditions upon which the Purchaser with purchase the Note; and

WHEREAS, the form and substance of the Note Ordinance, and the Purchase Letter, together with such changes thereto as are duly and validly authorized prior to the execution and delivery thereof, and such other documents, instruments as may be executed pursuant to the authority granted herein and in the Note Ordinance, shall be collectively referred to herein as the "Transaction Documents."; and

WHEREAS, the Board of Directors of the Zone (the "Board") desires to approve the Transaction Documents and the issuance of the City's Tax Increment Note, Series 2026 in the amount of \$2,340,250.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF EVERMAN, TEXAS AS FOLLOWS:

Section 1. All capitalized terms not defined herein shall have the meaning given to such term in Note Ordinance.

Section 2. The Board hereby approves the issuance by the City of the Note, secured by Pledged Revenues pursuant to the Note Ordinance.

Section 3. The form and substance of the Note Ordinance and Purchase Letter are hereby approved.

Section 4. This Resolution shall take effect immediately.

City of Everman, Texas

\$2,340,250.00 Tax Increment Note

TAX CERTIFICATE

I, the undersigned officer of the City of Everman, Texas, a Texas municipality (together with any successor to its duties and functions, the “Issuer”), make this certification for the benefit of all persons interested in the exclusion from gross income and certain other treatment for federal income tax purposes of the interest to be paid on the Issuer’s Tax Increment Note (the “Issuer Note”), in the aggregate principal amount of \$2,340,250 (the “Tax Certificate”). I do hereby certify as follows:

1. General. I am the duly chosen, qualified and acting officer of the Issuer for the office shown below my signature. In such capacity, I am charged, along with others, with responsibility for issuing the Issuer Note. I am familiar with the facts, estimates and expectations certified herein, and I am duly authorized to execute and deliver this Tax Certificate. I am familiar with the provisions of the ordinance adopted on May 26, 2026, authorizing the issuance of the Issuer Note (the “Ordinance”), the Purchase Letter dated May 12, 2026 (the “Purchase Letter”), by and between the Issuer and Government Capital Corporation (the “Purchaser”), and particularly the provisions thereof relating to the treatment of the Issuer Note and the interest thereon for federal income tax purposes. I am aware of the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150 thereof, and the Treasury Regulations (the “Treasury Regulations”) promulgated under the Code. This Tax Certificate is being executed and delivered pursuant to the relevant provisions of the Code and Sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(e)-1, 1.149(g)-1, 1.150-1 and 1.150-2 of the Treasury Regulations. Certain terms used herein have the same meanings as given to those terms in the Code and the Treasury Regulations. Capitalized terms used in this Tax Certificate (unless otherwise indicated herein) shall have the meanings ascribed to them in the Ordinance.

2. Reasonable Expectations. As an officer of the Issuer responsible for issuing the Issuer Note, the undersigned hereby certifies, in good faith, that the Issuer’s expectations, as of May 26, 2026 (the “Issue Date”), regarding the amount and use of the gross proceeds of the Issuer Note and other matters relevant to the treatment of interest on the Issuer Note for federal income tax purposes are accurately and completely stated herein, that all of such expectations are reasonable and are based on the facts and estimates stated in this Tax Certificate, that all of the facts and estimates stated in this Tax Certificate are accurate. The undersigned has relied on certain representations made by the Purchaser in the Certificate of Purchaser, attached hereto as Exhibit A. The undersigned is aware of no other facts, estimates or circumstances which would indicate that any of the expectations stated herein are not reasonable.

3. Description of Governmental Purposes. The Issuer is issuing the Issuer Note pursuant to the Ordinance to provide funds, which will be used to finance all or a portion of the Issuer's costs incurred to construct renovations to the City's City Hall and animal shelter (the "Project").

4. Total Sale Proceeds of the Issuer Note. The total sale proceeds from the sale of the Issuer Note received by the Issuer is \$2,340,250, which represents the aggregate principal amount of the Issuer Note.

5. Use of Sale Proceeds of the Issuer Note. The total sale proceeds from the sale of the Issuer Note received by the Issuer will be expended and applied by the Issuer as follows:

(a) Proceeds of the Issuer Note in the amount of \$2,300,000 will be used by the Issuer to pay costs of the Project; and

(b) Proceeds of the Issuer Note in the amount of \$40,250 will be used by the Issuer to pay costs of issuance of the Issuer Note.

6. Pre-Issuance Accrued Interest. Interest on the Issuer Note begins to accrue on the Issue Date; therefore, the Issuer Note is being issued without pre-issuance accrued interest.

7. Investment Proceeds. The Issuer expects that the total amount of proceeds of the Issuer Note described in paragraph 5 above will be used as described in paragraph 5 to pay costs associated with the Project and costs of issuance of the Issuer Note. The total cost of the Project is expected to equal or exceed the sum of the amount described in paragraph 5 above and the investment earnings thereon.

8. No Replacement Proceeds. There are no amounts on hand, and there are no amounts expected to be received, other than amounts identified herein as proceeds of the Issuer Note and amounts to be held in the Debt Service Fund for the payment of debt service on the Issuer Note (as discussed in paragraph 12 below) which have or will have at any time a sufficiently direct nexus to the Issuer Note or to any governmental purpose of the Issuer Note to conclude that such amounts would have been used for that governmental purpose if the proceeds of the Issuer Note were not used or to be used for that governmental purpose. More specifically --

(a) **No Sinking Funds and Pledged Funds.** Other than the Debt Service Fund and the amounts and investments on deposit therein from time to time, there are not now and will not be at any time while the Issuer Note is outstanding --

(i) any debt service fund, reserve fund, replacement fund, any similar fund, or any amount or investment reasonably expected to be used, directly or indirectly (such as, by the generation of income to be used), to pay principal or interest on the Issuer Note; and

(ii) any fund, amount, or investment that is directly or indirectly pledged to pay principal or interest on the Issuer Note. A pledge includes, but is not limited to, any arrangement, regardless of its form, which provides reasonable

assurance that the amount will be available to pay principal or interest, even if the Issuer encounters financial difficulty. A pledge to a guarantor or an agreement to maintain an amount at a particular level or balance for the direct or indirect benefit of bondholder or a guarantor would constitute a pledge for this purpose.

(b) No Other Replacement Proceeds. There will be no other replacement proceeds allocable to the Issuer Note. Based on the reasonable expectations of the Issuer as of the date hereof, the term of the Issuer Note is not longer than, and the Issuer will not allow the Issuer Note to remain outstanding longer than, is reasonably necessary for the governmental purposes for which the Issuer Note is being issued. The weighted average maturity of the Issuer Note does not exceed 120 percent of the reasonably expected economic life of the capital projects being financed by the Issuer Note, determined in the same manner as provided under Section 147(b) of the Code. In addition, none of the proceeds of the Issuer Note will be used to finance working capital expenditures of the Issuer or any related person.

9. No Overissuance. Based on the expectations of the Issuer set forth in the preceding paragraphs, the amount of the proceeds from the issuance of the Issuer Note, plus all investment proceeds to be received with respect to the Issuer Note, does not exceed the amount required for the governmental purposes for which the Issuer Note is being issued, as described in paragraph 3 above.

10. Temporary Period Requirements for the Issuer Note.

(a) Pre-Issuance Accrued Interest. Interest on the Issuer Note begins to accrue on Issue Date; therefore, the Issuer Note is being issued without pre-issuance accrued interest.

(b) Expenditure Test. The Issuer expects at least 85 percent of the net sale proceeds of the Issuer Note will be expended prior to the date that is three years from the date hereof for costs of the Project. All net sale proceeds of the Issuer Note not expended prior to the date that is three years from the date hereof will be invested on and after such date until final expenditure at a yield (as defined in paragraph 14 hereof) which is not materially higher than the yield on the Issuer Note, except as set forth in paragraph 17 below.

(c) Time Test. The Issuer has incurred, or will incur within six months of the date hereof, a substantial binding obligation to a third party pursuant to which the Issuer is obligated to expend at least five percent of the net sale proceeds of the Issuer Note on the Project.

(d) Due Diligence. The Issuer expects that the Project will proceed with due diligence to completion and that the net sale proceeds of the Issuer Note will be expended on the Project with reasonable dispatch.

(e) Investment Proceeds. The Issuer expects that all amounts derived from the investment of monies received from the sale of the Issuer Note and from the reinvestment of such investment proceeds will be expended within three years from the

date hereof or within one year after receipt of such investment income, whichever is later. All investment proceeds of the Issuer Note not expended prior to such date will be invested on and after such date until final expenditure at a yield which is not materially higher than the yield on the Issuer Note, except as provided in paragraph 17 below.

The term “net sale proceeds” shall mean any amount actually or constructively received from the sale of the Issuer Note, including amounts constituting the underwriter’s discount or compensation and accrued interest, other than pre-issuance accrued interest, less amounts invested as part of a reasonably required reserve or replacement fund or as part of a “minor portion” for the Issuer Note.

11. Flow of Funds. Under the Issuer Note, the Issuer is obligated to annually assess and collect taxes in an amount sufficient to pay debt service on the Issuer Note during the applicable fiscal year. All taxes assessed and collected by the Issuer for and on account of the Issuer Note will be deposited into the Debt Service Fund (as defined below).

12. Debt Service Fund. The Issuer created the Debt Service Fund pursuant to the Loan Agreement to be used primarily to achieve a proper matching of taxes and debt service on the Issuer Note within each bond year. The Issuer expects that the taxes collected each year, and amounts received from investment of moneys held in the Debt Service Fund, will be sufficient to pay debt service each year on the Issuer Note. The Issuer will adjust the annual tax rates as necessary, taking into account other moneys available or to be available for the payment of debt service on the Issuer Note. The portion of the Debt Service Fund which will be depleted by the payment of debt service on the Issuer Note at least once each bond year, except for a reasonable carryover amount not to exceed the greater of (a) one year’s earnings on the Debt Service Fund for the immediately preceding bond year or (b) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year, will constitute a “bona fide debt service fund” and will be treated as a separate fund (the “Bona Fide Portion”) for purposes of this Tax Certificate. Amounts, other than proceeds of the Issuer Note, remaining in the Debt Service Fund, after the annual payment of all principal of and interest and premium, if any, on the Issuer Note, other than the reasonable carryover amount described in the preceding sentence will be treated for purposes of this Tax Certificate as a separate fund (the “Reserve Portion”). The Issuer reasonably expects that the sum of any amounts in the Debt Service Fund which are (i) allocable to such Reserve Portion or (ii) allocable to the Bona Fide Portion, but are not spent for the payment of debt service on the Issuer Note within 13 months after the date of receipt of such amount, will not exceed the least of (x) 10 percent of the Issue Price (as defined in paragraph 13 hereof), (y) the maximum annual principal and interest requirements on the Issuer Note, or (z) 125 percent of the average annual principal and interest requirements on the Issuer Note, at any time so long as the Issuer Note is outstanding. To the extent any such accumulations exceed such amount, the excess amount will be invested at a yield not in excess of the yield on the Issuer Note, except as set forth in paragraph 17 below.

13. Issue Price. The term “Issue Price” with respect to the Issuer Note is set forth in the Certificate of Purchaser attached as Exhibit A and incorporated herein by reference (i.e., \$2,340,250.00).

14. Yield on the Issuer Note. For purposes of this Tax Certificate, the term “yield” shall have the meaning ascribed to it in Section 148(h) of the Code and the Treasury Regulations in effect thereunder and, when used with respect to the Issuer Note, shall mean that interest rate which when used as a discount factor to compute the present value as of the Issue Date of all scheduled payments of principal of and interest on the Issuer Note produces an amount equal to (i) the Issue Price of the Issuer Note, plus (ii) pre-issuance accrued interest on the Issuer Note as of the Issue Date. Yield on the Issuer Note shall not take into account or reflect any underwriter’s discount or cost of issuance of the Issuer Note. For purposes hereof, yield is and shall be calculated on the basis of a 360-day year with interest compounded semi-annually. The yield on the Issuer Note, calculated in this manner by the Purchaser is 4.49841% percent.

15. No Other Issues. There are no obligations issued by the Issuer or any related party of the Issuer which (a) are sold at the same time as the Issuer Note (i.e., within 15 days of the date of sale of the Issuer Note), (b) are reasonably expected to be paid from the same source of funds as the Issuer Note, and (c) have been or will be sold pursuant to the same plan of financing as the Issuer Note.

16. No Other Sinking Funds. Other than the Debt Service Fund, there are no other funds or accounts comprised of investment property established by and on behalf of the Issuer (a) which are expected to be used, or expected to generate earnings to be used, to pay debt service on the Issuer Note, or which are reserved or pledged as collateral for payment of debt service on the Issuer Note and (b) for which there is reasonable assurance that amounts therein will be available to pay debt service on the Issuer Note if the Issuer encounters financial difficulties. There is no other fund established, or to be created or established, which would be treated as a sinking fund with respect to the Issuer Note.

17. Minor Portion. The Issuer expects that the “gross proceeds” of the Issuer Note, including all proceeds received with respect to the Issuer Note and all investment proceeds received on such amounts, and all other amounts pledged or anticipated to be used to pay principal of and interest on the Issuer Note, other than amounts representing a portion of the Bona Fide Portion of the Debt Service Fund, will be expended in accordance with paragraphs 5 and 10 above. To the extent that such amounts remain unexpended or are otherwise on hand following the periods set forth in paragraph 10 above exceeds the amount specified in this paragraph, the Issuer will invest such amounts, other than a “minor portion” in an amount not exceeding the lesser of 5 percent of the sale proceeds of the Issuer Note or \$100,000 in the aggregate, at a yield not materially higher than the yield on the Issuer Note.

18. Compliance with Rebate Requirements

(a) The Issuer has covenanted in the Loan Agreement that, unless the Issuer Note meets an exception to the rebate requirement, it will take all necessary steps to comply with the requirement that rebatable arbitrage earnings on the investment of the gross proceeds of the Issuer Note, within the meaning of Section 148(f) of the Code, be rebated to the federal government. Specifically, the Issuer will (i) maintain separate records regarding the amount and timing of disbursements of proceeds of the Issuer Note, (ii) maintain records regarding the investment of the gross proceeds of the Issuer Note as may be required to calculate the amount earned on the investment of the gross proceeds

of the Issuer Note which are part of a reasonably required reserve or replacement fund separately from records of amounts in other funds or accounts maintained for the Issuer Note amounts on deposit in the funds and accounts of the Issuer allocable to other bond issues of the Issuer or moneys which do not represent gross proceeds of any obligation of the Issuer, (iii) calculate at such times as required by applicable Treasury Regulations, the rebatable amount earned from the investment of the gross proceeds of any obligation of the Issuer, (iv) calculate at such times as required by applicable Treasury Regulations, the rebatable amount earned from the investment of the gross proceeds of the Issuer Note which are part of a reasonably required reserve or replacement fund, and (v) pay, not less often than every fifth anniversary date of the delivery of the Issuer Note or on such other dates as permitted or required by applicable Treasury Regulations, all amounts required to be rebated and all penalties required to be paid to the federal government. The Issuer acknowledges that, for purposes of compliance with Section 148 of the Code, gross proceeds of the Issuer Note must be accounted for on the basis of a reasonable, consistently applied method of accounting, not employed in whole or in part as an artifice or device. The Issuer will employ rebate analysts, accountants or other persons with expertise in performing the rebate calculations as is necessary to insure compliance with the Section 148 of the Code. The Issuer will consult with Bond Counsel as is necessary to resolve the interpretive issues involved in complying with the rebate requirements of the Code. Further, the Issuer will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Issuer Note. In the event that the Issuer fails to comply with the rebate requirements of the Code, the Issuer agrees to take all steps available under the Code to bring the Issuer Note into compliance with the Code; such steps include paying any penalty, interest or other amounts which will allow the Issuer to return to compliance with the rebate requirements of the Code. If the Issuer is required to pay rebate or other amounts, such as penalties and interest, to the United States with respect to the Issuer Note pursuant to Section 148(f) of the Code in order to prevent the Issuer Note from constituting "arbitrage bonds" or being otherwise classified or treated such that interest on the Issuer Note would not be excludable from the gross income of the holders thereof for federal income tax purposes, the Issuer will timely make such payments from available funds of the Issuer and the Issuer reasonably expects that it will have the ability to make such payments from available funds of the Issuer in the event such payments become necessary. The undersigned reasonably expects that the Issuer will fulfill its covenants and representations in this regard.

(b) Six-Month Spending Exception to Rebate. Notwithstanding anything in Section 18 to the contrary, if all of the Gross Proceeds of the Issuer Note held in any fund or account (other than the Gross Proceeds held in a Bona Fide Debt Service Fund or any reasonably required reserve fund), including investment earnings received with respect to such Gross Proceeds but excluding investment earnings received with respect to such Gross Proceeds held in the Bona Fide Debt Service Fund, have been expended for the governmental purpose of the Issuer Note within six (6) months (or ninety-five percent (95%) within six (6) months and one hundred percent (100%) within one year) after the Issue Date, then the only Nonpurpose Investments to be taken into account in the calculation of the Rebate Amount are Nonpurpose Investments acquired with or allocated

to Gross Proceeds of the Issuer Note held in any reasonably required reserve fund and to any Gross Proceeds of the Issuer Note arising after such six (6) months which were not reasonably anticipated as of the Issue Date.

(c) Eighteen-Month Spending Exception to Rebate. The Issuer Note is treated as meeting the rebate requirement if Gross Proceeds of the Issuer Note qualify for the initial temporary period under Treasury Regulations §1.148-2(e)(2) and if the Gross Proceeds of the Issuer Note (other than the Gross Proceeds held in a Bona Fide Debt Service Fund or any reasonably required reserve fund and any Gross Proceeds of the Issuer Note arising after eighteen (18) months after the Issue Date which were not reasonably anticipated as of the Issue Date), including investment earnings received with respect to such Gross Proceeds but excluding investment earnings received with respect to such Gross Proceeds held in a debt service fund, have been expended for the governmental purpose of the Issuer Note in accordance with the following schedule measured from the Issue Date: (i) at least fifteen percent (15%) within six (6) months; (ii) at least sixty percent (60%) within twelve (12) months; and (iii) one hundred percent (100%) within eighteen (18) months; then the only Nonpurpose Investments to be taken into account in the calculation of the Rebate Amount with respect to the Issuer Note are Nonpurpose Investments acquired with or allocated to Gross Proceeds of the Issuer Note held in any reasonably required reserve fund (there are none with respect to the Issuer Note), and to any Gross Proceeds of the Issuer Note arising after such eighteen (18) months which were not reasonably anticipated as of the Issue Date. The spending requirement for the third spending period is nevertheless satisfied if the Reasonable Retainage is allocated to expenditures within thirty (30) months of the Issue Date.

(d) Two-Year Construction Bond Exception to Rebate. (i) The Issuer Note is treated as meeting the rebate requirement if Available Construction Proceeds of the Issuer Note are allocated to expenditures for governmental purposes of the issue in accordance with the following schedule, measured from the Issue Date: (i) ten percent (10%) within six (6) months; (ii) forty-five percent (45%) within twelve (12) months; (iii) seventy-five percent (75%) within eighteen (18) months; and (iv) one hundred percent (100%) within twenty-four (24) months. The two-year construction bond exception to rebate is deemed satisfied if the unexpended amount does not exceed the lesser of three percent (3%) of the Issue Price of the Issuer Note or \$250,000. The fourth spending requirement is considered satisfied if the unexpended amount is attributable to a Reasonable Retainage and if such amount is allocated to expenditures within three (3) years of the Issue Date. Expenditures for the governmental purpose of an issue include payments for interest, but not principal, on the issue, and for principal or interest on another issue of obligations, unless those payments cause the issue to be a refunding issue. For purposes of determining compliance with the spending requirements as of the close of each of the first three (3) spending periods, Available Construction Proceeds include the amount of future earnings that the Issuer reasonably expected as of the Issue Date of the Issuer Note. The spending requirement with respect to the fourth and final spending period is measured by reference to actual earnings.

1. In the event the Issuer fails to expend the Available Construction Proceeds in accordance with the schedule set forth in Section 18(d) above, unless an

election has been made to pay the one and one half percent (1½%) penalty and/or the three percent (3%) penalty, all Gross Proceeds of the Issuer Note, not otherwise exempted from the calculation of the Rebate Amount, will be taken into account in the calculation of the Rebate Amount starting from the Issue Date. If an election has been made to bifurcate the issue into a Construction Issue and a non-Construction Issue, the two (2) portions will be treated as separate issues for purposes of computing the Rebate Amount as provided in Section 5.2 hereof. An issue may not be bifurcated into a Construction Issue and an issue which satisfies the eighteen month spending exception to rebate. In addition, an issue may not be bifurcated to include construction expenditures in the non-Construction Issue. An issue which comprises both refunding bonds and new money bonds is considered to be bifurcated by operation of law.

2. In connection with the two-year construction bond exception to rebate, the Issuer hereby makes the following elections: (a) the Issuer reasonably expects that at least seventy-five percent (75%) of the Available Construction Proceeds will be applied in respect of construction expenditures for property which is owned by a Governmental Unit or a Tax-Exempt Organization; (b) the Issuer does not elect to bifurcate the Issuer Note into a Construction Issue and a non-Construction Issue; (c) the Issuer does not elect to pay the one and one-half percent (1½%) penalty or the three percent (3%) penalty at the close of each semi-annual spending period in respect of which the spending requirement has not been satisfied; (d) the Issuer does not elect to include in the two-year expenditure requirement investment earnings on any reserve fund as there is no such reserve fund with respect to the Issuer Note; (e) the Issuer elects to include in Available Construction Proceeds the amount of earnings reasonably expected as of the Issue Date of the Issuer Note to be received for the entire two-year period, for purpose of calculating whether the relevant semi-annual expenditure requirements have been satisfied; and (f) the Issuer elects to measure Available Construction Proceeds, for purposes of meeting the spending requirements for the first three spending periods set forth above, by reference to the amount of earnings the Issuer reasonably expects as of the Issue Date of the Issuer Note for the entire two-year spending period, in lieu of actual earnings and expected earnings as of the end of each spending period.

(e) The Issuer acknowledges that it may only avail itself of one of the exceptions to rebate set forth in Section 18(c) and 18(d) above.

19. Not a Refunding. No portion of the proceeds of the Issuer Note is expected to be used to pay any interest on or principal of any issue of governmental obligations other than the Issuer Note.

20. No Reimbursement. Except for certain preliminary expenditures, if any (as defined in Section 1.150-2(f)(2) of the Treasury Regulations) not exceeding 20 percent of the Issue Price of the Issuer Note, none of the proceeds of the Issuer Note will be allocated to, or otherwise used, to reimburse any expenditure paid, either actually or constructively, by the Issuer prior to the Issue Date.

21. Not a Hedge Bond. Not more than 50 percent of the proceeds of the Issuer Note will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code)

having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the Issuer reasonably expects that at least 85 percent of the spendable proceeds of the Issuer Note will be used to carry out the governmental purposes of the Issuer Note within the three-year period beginning on the date the Issuer Note was issued.

22. No Change In Use. The Issuer does not expect to dispose of any portion of the Project related to the Issuer Note, or to change the use of the proceeds of the Issuer Note while the Issuer Note is outstanding.

23. No Abusive Arbitrage Device. The Issuer Note is not and will not be a part of an issue in which an abusive arbitrage device (as defined in Section 1.148-10(a) of the Treasury Regulations) is used. Without limiting the foregoing, the Issuer Note is not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Treasury Regulations, by (i) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (ii) increasing the burden on the market for tax-exempt obligations. In this regard, the Issuer issued the Issuer Note for the primary purpose of accomplishing the bona fide governmental purposes set forth in paragraph 3 of this Tax Certificate. Based on all the facts and circumstances, the Issuer has not issued the Issuer Note in an amount higher than is reasonably necessary to accomplish the governmental purposes of the Issuer Note, the Issuer has not issued the Issuer Note earlier than is reasonably necessary to accomplish the governmental purposes of the Issuer Note and the Issuer is not allowing the Issuer Note to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Issuer Note. The Issuer would have issued the Issuer Note regardless of any arbitrage benefit, which it may realize in connection with the Issuer Note. In fact, the Issuer reasonably expects that even if the Issuer Note was not tax-exempt and if market rates of interest on taxable and tax-exempt obligations were equal to each other and to the rates at which the Issuer Note are in fact now being issued, the Issuer would have issued the Issuer Note, notwithstanding the loss of any opportunity to borrow at lower tax-exempt rates and invest at higher taxable rates.

(a) No Impermissible Sinking Fund. No portion of the Issuer Note has a maturity determined primarily for the purpose of creating a sinking fund with respect to the Issuer Note the yield on which will be blended with the yield on the investment of other proceeds of the Issuer Note to reduce the negative arbitrage related to such investment.

(b) No Working Capital. Except for an amount that does not exceed 5 percent of the Sale Proceeds of the Issuer Note (and that is directly related to capital expenditures financed by the Issuer Note), the Issuer will only expend proceeds of the Issuer Note for (i) costs that would be chargeable to the capital accounts of the Project if the Issuer's income were subject to federal income taxation and (ii) interest on the Issuer Note in an amount that does not cause the aggregate amount of interest paid on the Issuer Note to exceed that amount of interest on the Issuer Note that is attributable to the period that commences on the date hereof and ends on the later of (A) the date that is three years from the issue date of the Issuer Note or (B) the date that is one year after the date on which the Project is placed in service.

(c) **No Conduit Loan.** No portion of the gross proceeds of the Issuer Note has been or will be used to acquire, finance or refinance a conduit loan.

24. Allocations and Accounting. The proceeds of the Issuer Note will be allocated to expenditures not later than 18 months after the later of the date the expenditure is made or the date the Project is placed in service, but in no event later than the date that is 60 days after the fifth anniversary of the date hereof or the retirement of the last Issuer Note, if earlier. The allocation of proceeds will be made by employing the direct-tracing method of accounting, unless the Issuer elects otherwise.

25. No Arbitrage. On the basis of the foregoing facts, estimates and circumstances, it is expected that the proceeds of the Issuer Note will not be used in a manner that would cause the Issuer Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change such expectations.

26. No Private Use, Payments or Loan Financing

(a) **General.** The Issuer reasonably expects, as of the date hereof, that no action or event during the entire stated term of the Issuer Note will cause either the “private business tests” or the “private loan financing test,” as such terms are defined in the Treasury Regulations, to be met.

(i) No portion of the proceeds of the Issuer Note will be used in a trade or business of a nongovernmental person. For purposes of determining use, the Issuer will apply rules set forth in applicable Treasury Regulations and Revenue Procedures promulgated by the Internal Revenue Service, including, among others, the following rules: (A) any activity carried on by a person other than a natural person or a state or local governmental unit will be treated as a trade or business of a nongovernmental person; (B) the use of all or any portion of the proceeds of the Issuer Note is treated as the direct use of proceeds; (C) a nongovernmental person will be treated as a private business user of proceeds of the Issuer Note as a result of ownership, actual or beneficial use of the proceeds pursuant to a lease, or a management or incentive payment contract, or certain other arrangements such as a take-or-pay or other output-type contract; and (D) the private business use test is met if a nongovernmental person has special legal entitlements to use directly or indirectly the proceeds of the Issuer Note.

(ii) The Issuer has not taken and will not take any deliberate action that would cause or permit the use of any portion of the proceeds of the Issuer Note to change such that such portion will be deemed to be used in the trade or business of a nongovernmental person for so long as any of the Issuer Note remain outstanding (or until an opinion of nationally recognized bond counsel is received to the effect that such change in use will not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Issuer Note). For this purpose any action within the control of the Issuer is treated as a deliberate action. A deliberate action occurs on the date the Issuer enters into

a binding contract with a nongovernmental person for use of the proceeds of the Issuer Note that is not subject to any material contingencies.

(iii) No portion of the proceeds of the Issuer Note will be directly or indirectly used to make or finance a loan to any person other than a state or local governmental unit.

(b) Dispositions of Personal Property in the Ordinary Course.

Dispositions of personal property financed with any portion of the proceeds of the Issuer Note will occur in the ordinary course of an established governmental program and will satisfy the following requirements:

(i) The weighted average maturity of the portion of the Issuer Note financing personal property is not greater than 120 percent of the reasonably expected actual use of such personal property for governmental purposes;

(ii) The reasonably expected fair market value of such personal property on the date of disposition will not be greater than 25 percent of its cost;

(iii) Such personal property will no longer be suitable for its governmental purposes on the date of disposition; and

(iv) The Issuer is required to deposit amounts received from such disposition in a commingled fund with substantial tax or other governmental revenues and the Issuer reasonably expects to spend such amounts on governmental programs within 6 months from the date of commingling.

27. Weighted Average Maturity. The weighted average maturity of the Issuer Note is 5.86579 years which is the sum of the products of the Issue Price of each group of identical maturities of the Issuer Note and the number of years to maturity (determined separately for each group of identical maturities of the Issuer Note and taking into account mandatory redemptions), divided by the aggregate sale proceeds of the Issuer Note.

28. Qualified Tax-Exempt Obligations. Section 265 of the Code permits designation of governmental obligations, such as the Issuer Note, as “qualified-tax-exempt obligations.” The Issuer Note has been designated by the Issuer as a “qualified-tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Issuer Note is not a private activity bond within the meaning of Section 141(a) of the Code.

[SIGNATURE PAGE FOLLOWS]

WITNESS MY HAND, this May 26, 2026.

CITY OF EVERMAN

By: _____
Ray Richardson, Mayor

EXHIBIT A — Certificate of Purchaser

EXHIBIT A

CERTIFICATE OF PURCHASER

The undersigned hereby certifies with respect to its acquisition of the City of Everman Tax Increment Note, Series 2026 dated the date hereof (the “Issuer Note”), as follows:

1. The undersigned is a duly authorized representative of Government Capital Corporation (the “Purchaser”), that acquired the Issuer Note from the City of Everman, Texas (the “Issuer”). In this capacity, the undersigned is familiar with the facts stated herein.

2. On the date hereof, the Purchaser is acquiring the Issuer Note for the aggregate amount of \$2,623,115.00. The Purchaser is not acting as an Underwriter with respect to the Issuer Note and has no present intention to sell, reoffer or otherwise dispose of the Issuer Note (or any portion thereof or any interest therein); provided, however, that the Purchaser intends to sell a 100% participation interest in the Issuer Note to an affiliate of the Purchaser on the date hereof, at par. The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the issuance of the Issuer Note, and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Issuer Note to persons other than the Purchaser or a Related Party to the Purchaser.

3. Defined Terms.

(i) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(ii) “Related Party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issuer Note to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Issuer Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Issuer Note to the Public).

The Purchaser hereby authorizes the Issuer to rely on the statements made herein in connection with making the representations set forth in the Tax Certificate to which this Certificate is attached and in connection with compliance by the Issuer with the provisions of the Code regarding the exclusion from gross income of the interest on the Issuer Note. Further, we hereby authorize Naman Howell Smith & Lee, PLLC, Bond Counsel, to rely on the statements made herein in connection with its opinion that interest on the Issuer Note is excludable from gross income for federal income tax purposes.

EXECUTED and DELIVERED as of May 26, 2026.

GOVERNMENT CAPITAL CORPORATION

By: _____

Name: _____

Title: _____

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <u>City of Everman, Texas</u>		2 Issuer's employer identification number (EIN) <u>75-6005182</u>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <u>212 N. Race St.</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Everman, Texas 76140</u>		7 Date of issue <u>05.26.2026</u>
8 Name of issue <u>Tax Increment Note, Series 2026</u>		9 CUSIP number <u>N/A</u>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Ray Richardson, Mayor</u>		10b Telephone number of officer or other employee shown on 10a <u>814.293.0525</u>

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ <u>City Administrative Facilities</u>	18 <u>2,340,250</u>
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>05.26.2036</u>	\$ <u>2,340,250</u>	\$ <u>2,340,250</u>	<u>5.866</u> years	<u>4.49841</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	0
23	Issue price of entire issue (enter amount from line 21, column (b))				23	2,340,250
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	40,250
25	Proceeds used for credit enhancement				25	0
26	Proceeds allocated to reasonably required reserve or replacement fund				26	0
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27	0
28	Proceeds used to refund prior taxable bonds. Complete Part V				28	0
29	Total (add lines 24 through 28)				29	40,250
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	2,300,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	_____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ Ray Richardson, Mayor
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER
AND IS NOT A REGISTERED OBLIGATION**

\$2,340,250

May 26, 2026

**CITY OF EVERMAN TEXAS
TAX INCREMENT NOTE, SERIES 2026**

THE CITY OF EVERMAN, TEXAS (the “*City*”) for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092, the principal sum of TWO MILLION THREE HUNDRED FORTY TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$2,340,250).

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the ordinance authorizing the issuance of this Note adopted by the City Council of the City on May 26, 2026 (the “*Ordinance*”)

Beginning on May 26, 2027 and on each May 26th thereafter until the Maturity Date, the City agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in such amounts as reflected on Schedule I attached hereto. All unpaid principal and accrued interest shall be finally due and payable on or before May 26, 2036 (the “Maturity Date”).

Interest shall accrue at a per annum rate of the lesser of (a) 4.549% or (b) the maximum interest rate permitted by law.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 30/360 day year.

This Note is authorized by the Ordinance and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof and that certain Purchase and Investment Letter dated May 12, 2026 (the “*Purchase Letter*”). A copy of the Ordinance is on file in the permanent records of the City and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the City, at all times during regular business hours.

The principal of and interest on this Note is payable from and secured by a lien on and pledge of the Pledged Revenues as that term is defined in the Ordinance.

Except as otherwise provided in the Ordinance, the City waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the City and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the City. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the City and the holder hereof.

THIS NOTE AND THE PURCHASE LETTER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THIS NOTE IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES, WHICH IS THE SOLE ASSET OF THE CITY PLEDGED THEREFOR AND THE HOLDERS OF THE SAME MAY NEVER SEEK PAYMENT OF THIS NOTE FROM THE ANY OTHER FUNDS OF THE CITY. THE NOTE IS SOLELY A LIMITED OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF TARRANT COUNTY, TEXAS, TARRANT COUNTY HOSPITAL DISTRICT, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CITY OR SUBDIVISION OF THE STATE OF TEXAS.

The City may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 3.5 of the Ordinance.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is 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 institution is 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 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

CITY OF EVERMAN, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	5/26/2027	\$296,471.01	\$106,457.97	\$190,013.04	N/A
2	5/26/2028	\$296,471.01	\$97,814.28	\$198,656.73	N/A
3	5/26/2029	\$296,471.01	\$88,777.38	\$207,693.63	N/A
4	5/26/2030	\$296,471.01	\$79,329.40	\$217,141.61	N/A
5	5/26/2031	\$296,471.01	\$69,451.63	\$227,019.38	\$1,306,959.08
6	5/26/2032	\$296,471.01	\$59,124.52	\$237,346.49	\$1,067,340.79
7	5/26/2033	\$296,471.01	\$48,327.63	\$248,143.38	\$817,299.10
8	5/26/2034	\$296,471.01	\$37,039.58	\$259,431.43	\$556,380.60
9	5/26/2035	\$296,471.01	\$25,238.05	\$271,232.96	\$284,112.15
10	5/26/2036	\$296,471.01	\$12,899.66	\$283,571.35	\$0.00

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Be sure to confirm with your bank as it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire.

I hereby authorize Government Capital Corporation to have the amount of \$2,300,000.00 wire transferred directly to our bank pursuant to Finance Contract No. 11523 and authorize Government Capital Corporation to retain \$40,250.00 out of principal for Issuance cost.

Signature: _____

Name: _____

Title: _____

Date: _____