

**ORDINANCE NO. 2026-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF “CITY OF WYLIE, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2026”; SPECIFYING THE TERMS OF SUCH CONTRACTS; MAKING PROVISIONS FOR THE PAYMENT THEREOF; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE EXECUTION, PERFORMANCE AND PAYMENT OF SUCH CONTRACTS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Texas Local Government Code, Subchapter A of Chapter 271, as amended (the “Public Property Finance Act”), the City Council of the City of Wylie, Texas (the “City”) is authorized and empowered to execute, perform and make payments under contracts with any person for the use, acquisition or purchase of personal property; and

**WHEREAS**, in accordance with the provisions of the Public Property Finance Act, the City Council hereby finds and determines that the acquisition, use or purchase of certain items of personal property identified in **Exhibit A** attached hereto, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City, should be financed under and pursuant to one or more contractual obligations to be executed and delivered on the terms and in the form hereinafter prescribed; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

**SECTION 1: Contract - Authorization - Contract Amount - Property Identification.**

Contracts, aggregating in amount \$[\_\_\_\_\_] (the “Aggregate Contract Amount”) and entitled “City of Wylie, Texas, Public Property Finance Contractual Obligations, Series 2026” (the “Contractual Obligations” or the “Contracts”) shall be and are hereby authorized to be executed and delivered with the Initial Contracting Party, and the assigns thereof, to finance the use or the purchase or other acquisition of personal property identified in **Exhibit A** attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City (the “Property”); all in accordance with and pursuant to authority conferred by the laws of the State of Texas, particularly the Public Property Finance Act.

**SECTION 2: Fully Registered Form - Contract Date - Authorized Amounts - Installment Payments - Interest Rate.** The Contracts shall be made, executed and delivered in fully registered form, bear a date of May 1, 2026 (the “Contract Date”), and, except for the Initial Contract authorized in Section 8 hereof, shall be in authorized amounts of \$5,000 or any integral multiple thereof (not to exceed an Installment Amount), and the Aggregate Contract Amount shall be payable in annual installments (the “Installment Amounts”) on February 15 in the amounts and interest shall accrue on such Installment Amounts at the per annum rate(s) as follows:

| <u>Payment Date</u> | <u>Installment Amount (\$)</u> | <u>Interest Rate (%)</u> |
|---------------------|--------------------------------|--------------------------|
| 2027                |                                |                          |
| 2028                |                                |                          |
| 2029                |                                |                          |
| 2030                |                                |                          |
| 2031                |                                |                          |
| 2032                |                                |                          |
| 2033                |                                |                          |
| 2034                |                                |                          |
| 2035                |                                |                          |
| 2036                |                                |                          |

Interest on the unpaid Installment Amounts shall accrue from the Contract Date (calculated on the basis of a 360-day year of twelve 30-day months) and such interest shall be payable on February 15 and August 15 in each year, commencing February 15, 2027, until maturity or prior redemption.

**SECTION 3: Terms of Payment - Paying Agent/Registrar.** The Installment Amounts on each Contract and the interest thereon shall be payable only to the registered contracting party or person (hereinafter called the “Contracting Party”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and such Installment Amounts and the interest payable thereon shall be payable in coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and without exchange or collection charges to the Contracting Party.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Houston, Texas to serve as Paying Agent/Registrar for the Contracts is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Contracts (the “Contract Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit B**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Contracts. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Contracts are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified to perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Contracts, the City agrees to promptly cause a written notice thereof to be sent to each Contracting Party by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Installment Amounts shall be payable when due or on a date of earlier redemption thereof only upon the presentation and surrender of the Contracts to the Paying Agent/Registrar at its designated offices, initially in Pittsburgh, Pennsylvania, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). Interest on the Installment Amounts shall be paid to the Contracting Parties which appear in the Contract Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated

Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

**SECTION 4: Redemption.**

(a) Optional Redemption. The Contracts maturing on February 15, 2036, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in Installment Amounts of \$5,000 or any integral multiple thereof (and if within an Installment Amount by lot by the Paying Agent/Registrar), on February 15, 2035 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Contracts (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Contracts, the Installment Amounts, or portions thereof, to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Contracts shall be entered in the minutes of the governing body of the City.

(b) [Mandatory Redemption. The Contracts maturing on February 15 in each of the years 20\_\_, 20\_\_, 20\_\_ and 20\_\_ (the "Term Contracts") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

|   |   |
|---|---|
| Term Contracts due February 15, 20__                | Term Contracts due February 15, 20__                |
| <u>Redemption Date</u> <u>Principal Amount (\$)</u> | <u>Redemption Date</u> <u>Principal Amount (\$)</u> |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__*                                  | February 15, 20__*                                  |
| <br>Term Contracts due February 15, 20__            | <br>Term Contracts due February 15, 20__            |
| <u>Redemption Date</u> <u>Principal Amount (\$)</u> | <u>Redemption Date</u> <u>Principal Amount (\$)</u> |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__*                                  | February 15, 20__*                                  |

\*Stated maturity of Installment Amount.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Contracts, the Paying Agent/Registrar shall select by lot the numbers of the Term Contracts within the applicable stated maturity to be redeemed on the next following February 15 from moneys set aside for that

purpose in the Sinking Fund (as hereinafter defined). Any Term Contract not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Contracts for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Contracts of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Contracts plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(c) Selection of Contracts for Redemption. If less than all Outstanding Contracts of the same Installment Amount are to be redeemed on a redemption date, the Paying Agent/Registrar shall determine which Contracts to redeem by dividing such Installment Amount by \$5,000 and the product of such division shall represent the number of Contracts Outstanding for purposes of selecting by lot which Contracts are to be redeemed in whole or in part.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Contracts, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Contracting Party of a Contract to be prepaid in whole or in part at the address of the Contracting Party appearing on the Contract Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Contracting Party.

All notices of redemption shall (i) specify the date of redemption for Installment Amounts, (ii) identify the Contracts to be prepaid and, in the case of a portion of the Installment Amount of a Contract is to be prepaid, the amount to be prepaid, (iii) state the redemption price, (iv) state that the Installment Amount, or the portion thereof to be prepaid, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the Installment Amount thereof to be prepaid, shall cease to accrue from and after the redemption date, and (v) specify that the redemption of the Installment Amount is conditioned on the presentation and surrender of the Contracts to the Designated Payment/Transfer Office of the Paying Agent/Registrar. If a Contract is subject by its terms to prior redemption and notice of redemption has been duly given as hereinabove provided, the Installment Amount of such Contract (or the portion thereof to be prepaid) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided sufficient moneys for the purpose of such redemption are held by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Contracts, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Contracts to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Contracts and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Contracts have not been redeemed.

**SECTION 5: Assignment - Registration - Transfer - Exchange of Contracts.** The Paying Agent/Registrar shall obtain, record, and maintain in the Contract Register the name and address of each and every Contracting Party to a Contract executed and delivered under and pursuant to the provisions of

this Ordinance, or if appropriate, the nominee thereof. Any Contract may be assigned, transferred or exchanged for Contracts of other authorized amounts by the Contracting Party, in person or by his duly authorized agent, upon surrender of such Contract to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of assignment and transfer or request for exchange duly executed by the Contracting Party or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Any Contract to be assigned and transferred shall be surrendered to the Paying Agent/Registrar and, upon its receipt and cancellation, the Paying Agent/Registrar shall register and deliver, in the name of the designated assignee or transferee, one or more new Contracts of authorized amounts and, except for the assignment and transfer of the Initial Contract by the Initial Contracting Party, having the same Payment Date and of a like Installment Amount as the Contract or Contracts surrendered for assignment and transfer.

Contracts may be exchanged for Contracts of other authorized amounts and having the same Payment Date, bearing the same rate of interest and of like aggregate Installment Amount as the Contracts surrendered for exchange, upon surrender of the Contracts to be exchanged to the Paying Agent/Registrar. Whenever any Contracts are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Contracts to the Contracting Party requesting the exchange.

When a Contract has been duly assigned and transferred or exchanged, the new Contract or Contracts registered in such assignment and transfer or exchange shall be delivered to the Contracting Party at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid to the Contracting Party, and, upon the registration and delivery thereof, such Contracts shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Contracts surrendered in such assignment and transfer or exchange.

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

Contracts cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Contracts," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Contract or Contracts registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Contracts" shall include any mutilated, lost, destroyed, or stolen Contract for which a replacement Contract has been registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Contract shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Contract.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Contracting Party any Contract called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Contract; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the unredeemed balance of a Contract called for redemption in part.

**SECTION 6: Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained herein relating to the payment of and transfer/exchange of the Contracts, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Blanket Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Contracts shall be deposited with DTC, who shall hold said Contracts for its participants (the “DTC Participants”). While the Contracts are held by DTC under the Depository Agreement, the Contracting Party of the Contracts on the Contract Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contract (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Contracts or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Contracts, the City covenants and agrees with the Contracting Parties of the Contracts to cause Contracts to be printed in definitive form and provide for the Contract certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Contracts in definitive form shall be assigned, transferred and exchanged on the Contract Register maintained by the Paying Agent/Registrar and payment of such Contracts shall be made in accordance with the provisions of Sections 3 and 5 hereof.

**SECTION 7: Execution - Registration.** The Contracts shall be executed on behalf of the City by the Mayor or Mayor Pro Tem, with the seal of the City reproduced or impressed thereon and countersigned by the City Secretary or the Deputy City Secretary. The signature of such officers on the Contracts may be manual or facsimile. Contracts bearing the manual or facsimile signatures of the persons holding such offices on the Contract Date shall be deemed to be duly executed on behalf of the City, notwithstanding a change in persons holding such offices at the time of delivery of the Contracts to the Initial Contracting Party and with respect to Contracts delivered in subsequent assignments and transfers or exchanges.

No Contract shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless the registration certificate appearing on the Contracts to be signed by the Comptroller of Public Accounts of the State of Texas (substantially in the form provided in Section 9(c) and/or the Paying Agent/Registrar (substantially in the form provided in Section 9(d), either or both such certificates, as the case may be, are executed manually or by facsimile by an authorized officer, employee or representative of the Comptroller of Public Accounts and/or are executed manually by an authorized officer, employee or representative of the Paying Agent/Registrar, and such registration certificate, either or both, upon any Contract when duly executed by the Comptroller of Public Accounts and/or the Paying Agent/Registrar, as the case may be, shall be conclusive evidence, and the only evidence, that such Contract has been duly certified, registered and delivered.

**SECTION 8: Initial Contract(s).** The Contracts herein authorized may be initially executed and delivered either (i) as a single fully registered Contract in the Aggregate Contract Amount with Installment Amounts to become due and payable as provided in Section 2 hereof and numbered T-1 or (ii) as multiple fully registered Contracts, being one Contract for each Payment Date in the applicable Installment Amount and denomination and to be numbered consecutively from T-1 upward (hereinafter called the “Initial Contract(s)” and, in either case, the Initial Contract(s) shall be registered in the name of the Initial Contracting Party or the designee thereof. The Initial Contract(s) shall be the Contracts submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Contracting Party. Any time after the delivery of the Initial Contract(s), the Paying Agent/Registrar, pursuant to written instructions from the Initial Contracting Party, shall cancel the Initial Contract(s) and exchange therefor Contracts of authorized amounts and in Installment Amounts with Payment Dates and bearing applicable interest rates for transfer and delivery to the Contracting Parties named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial Contracting Party and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9: Forms.**

(a) Forms Generally. The Contracts, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Contracts, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification and such legends and endorsements (including insurance legends in the event the Contracts, or any installment amounts thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be determined by the officers executing and delivering such Contracts as evidenced by their execution.

The Contracts, including the Initial Contract, shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Contracts as evidenced by their execution.

(b) General Contract Form.

REGISTERED  
NO. \_\_

REGISTERED:  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION  
SERIES 2026

Contract Date:                      Interest Rate:                      Payment Date:                      CUSIP No.:  
May 1, 2026                      \_\_\_%                      February 15, 20\_\_\_                      \_\_\_\_\_

Contracting Party:

Installment Amount:

The City of Wylie (hereinafter referred to as the “City”), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, hereby agrees and promises to pay to the Contracting Party named above, or the registered assigns thereof, the Installment Amount hereinabove stated on the Payment Date specified above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on such unpaid Installment Amount from the interest payment date next preceding the “Registration Date” of this Contract appearing below (unless this Contract bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Contract is prior to the initial interest payment date in which case it shall bear interest from the Contract Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2027, until maturity or prior redemption. The Installment Amount is payable on the Payment Date noted above or on a redemption date to the Contracting Party only upon presentation and surrender of this Contract to the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Contracting Party of this obligation (or one or more Predecessor Contracts, as defined in the Ordinance hereinafter referenced) who appears on the “Contract Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of such Contracting Party recorded

in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The Installment Amount of this Contract and interest thereon shall be paid without exchange or collection charges to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Contract is one of a number of contracts aggregating in amount \$\_\_\_\_\_ (herein referred to as the “Contracts”), executed and delivered to finance the acquisition, use or purchase of personal property, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Public Property Finance Act (Texas Local Government Code, Subchapter A of Chapter 271, as amended) and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

[The Contracts maturing on the dates hereinafter identified (the “Term Contracts”) are subject to mandatory redemption prior to maturity with funds on deposit in the Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

|   |   |
|---|---|
| Term Contracts due February 15, 20____              | Term Contracts due February 15, 20____              |
| <u>Redemption Date</u> <u>Principal Amount (\$)</u> | <u>Redemption Date</u> <u>Principal Amount (\$)</u> |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__*                                  | February 15, 20__*                                  |
| <br>  | <br>  |
| Term Contracts due February 15, 20____              | Term Contracts due February 15, 20____              |
| <u>Redemption Date</u> <u>Principal Amount (\$)</u> | <u>Redemption Date</u> <u>Principal Amount (\$)</u> |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__                                   | February 15, 20__                                   |
| February 15, 20__*                                  | February 15, 20__*                                  |

\*Stated maturity of Installment Amount.

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

The Contracts maturing on February 15, 2036, may be redeemed prior to their Installment Amounts, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within an Installment Amount by lot by the Paying Agent/Registrar), on February 15, 2035, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to the date fixed for any redemption of Contracts, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the Contracting Party of each Contract to be redeemed at the address shown on the Contract Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Contract (or any portion of its Installment Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Contract (or the portion of its Installment Amount to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided sufficient moneys for the purpose of such redemption are held by the Paying Agent/Registrar.

In the event a portion of the Installment Amount of a Contract is to be prepaid, payment of the redemption price shall be made to the Contracting Party only upon presentation and surrender of such Contract to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Contract or Contracts of like Payment Date and interest rate in any authorized amounts provided by the Ordinance for the then unpaid balance of the Installment Amount thereof will be issued to the Contracting Party, without charge. If the Installment Amount of this Contract is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to deliver or transfer this Contract to an assignee of the Contracting Party within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the unpaid balance of the Installment Amount of a Contract prepaid in part.

With respect to any optional redemption of the Contracts, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Contracts to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Contracts and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Contracts have not been redeemed.

This Contract is an obligation of the City payable from the pledged proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Contracting Party by the acceptance hereof hereby agrees, for definitions of terms; the description of and the nature and extent of the taxes pledged for the payment of the Contracts; the terms and conditions relating to the assignment and transfer of this Contract; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Contracting Parties; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Contract may be discharged at or prior to its Payment Date or earlier redemption, and the obligation evidenced by the Contracts cease to exist as an obligation of the City; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Contract, subject to certain limitations contained in the Ordinance, may be assigned and transferred on the Contract Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered party hereof, or his duly authorized agent. When a transfer on the Contract Register occurs, one or more new fully registered Contracts with the same Payment Date, in authorized amounts, bearing the same rate of interest, and of the same Installment Amount will be delivered by the Paying Agent/Registrar to the designated assignee or assignees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered party whose name appears on the Contract Register (i) on the Record Date as the Contracting Party entitled to payment of interest hereon, (ii) on the date of surrender of this Contract as the Contracting Party entitled to payment of the Installment Amounts on the Payment Date or upon its earlier redemption and (iii) on any other date as the Contracting Party to notify for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the execution and delivery of the Contracts is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the execution and delivery of the Contracts to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; and that due provision has been made for the payment of the Contracts and interest thereon as aforestated. In case any provision in this Contract shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Contract and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Contract to be duly executed under the official seal of the City as of the Contract Date.

CITY OF WYLIE, TEXAS

\_\_\_\_\_  
Matthew O. Porter, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Storm, City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Contract(s) only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER )  
 ) REGISTER NO. \_\_\_\_\_  
OF PUBLIC ACCOUNTS )

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

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

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

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Contracts.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Contract has been duly delivered and registered under the provisions of the within-mentioned Ordinance; the contract or contracts initially executed and delivered by the City having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Pittsburgh, Pennsylvania is the "Designated Payment/Transfer Office" for this Contract.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., Houston, Texas,  
as Paying Agent/Registrar

Registration date:

\_\_\_\_\_

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

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address, and zip code of transferee:) \_\_\_\_\_  
(Social Security or other identifying number): \_\_\_\_\_  
the within Contract and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Contract on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the contracting party as it appears on the face of the within Contract in every particular.

(f) The Initial Contract shall be in the form set forth in paragraph (b) of this Section, except that the form of the single fully registered Initial Contract shall be modified as follows:

REGISTERED  
NO. T-1

REGISTERED:  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION  
SERIES 2026

Contract Date: May 1, 2026

Contracting Party:

Contract Amount: \_\_\_\_ MILLION \_\_\_\_ HUNDRED THOUSAND DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, hereby agrees and promises to pay to the order of the Contracting Party named above, or the registered assigns thereof, the Contract Amount hereinabove stated on the Payment Dates and in Installment Amounts in accordance with the following schedule:

| Payment Date<br>(February 15)                                  | Installment<br>Amount (\$) | Interest<br>Rate (%) |
|--|----------------------------|----------------------|
| (Information to be inserted from schedule in Section 2 hereof) |                            |                      |

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on such unpaid annual Installment Amounts from the Contract Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2027, until maturity or prior redemption. The Installment Amounts are payable on the Payment Dates noted above or on a redemption date to the Contracting Party named above or the assigns thereof by The Bank of New York Mellon Trust Company,

N.A., Houston, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Pittsburgh, Pennsylvania, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the Contracting Party whose name appears on the "Contract Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The Installment Amounts of this Contract and interest thereon shall be paid without exchange or collection charges to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 10: Levy of Taxes.** To provide for the payment of the Installment Amounts to become due and payable and the payment of the interest thereon, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay (i) the Installment Amounts to become due and payable or an amount equal to 2% of the Aggregate Contract Amount (whichever is the greater) and (ii) the accrued interest on the Installment Amounts to become due and payable; full allowance being made for delinquencies and costs of collection. Full, complete and accurate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Contracts shall be kept and maintained by the City at all times while the Contracts are Outstanding, and the taxes collected annually for the payment of the Contracts shall be deposited to the credit of a "Special 2026 Contracts Fund" (the "Sinking Fund") maintained on the records of the City and at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Contracts.

The Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, Assistant City Manager and Finance Director of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Sinking Fund, amounts sufficient to fully pay and discharge promptly each Installment Amount and interest on the Contracts as the same accrues or becomes due and payable; such transfer of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each Payment Date and each interest payment date for the Contracts.

**SECTION 11: Mutilated - Destroyed - Lost and Stolen Contracts.** In case a Contract shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Contract of like form and tenor, and in the same authorized amount and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Contract, or in lieu of and in substitution for such destroyed, lost or stolen Contract, only upon the approval of the City and after (i) the filing by the Contracting Party with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Contract, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such

indemnity and with the preparation, execution and delivery of a replacement Contract shall be borne by the Contracting Party of the Contract mutilated, or destroyed, lost or stolen.

Every replacement Contract issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Contracts; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Contracts.

**SECTION 12: Satisfaction of Obligation of City.** If the City shall pay or cause to be paid, or there shall otherwise be paid to the Contracting Parties, the Installment Amounts, together with the accrued interest thereon, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Contracting Parties shall thereupon cease, terminate, and be discharged and satisfied.

The Contracts shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full the Installment Amounts as the same shall become due and payable on the Payment Dates or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Installment Amounts and accrued interest on and prior to each Payment Date or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Contracts to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is in excess of the amounts required for the payment of the Contracts in accordance with the defeasance provisions shall be remitted to the City or deposited as directed by the City. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by an agency or instrumentality of the United States of America and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

**SECTION 13: Ordinance a Contract - Amendments - Outstanding Contracts.** This Ordinance shall constitute an agreement with the Contracting Parties from time to time, be binding on the

City, and shall not be amended or repealed by the City so long as any of the Contracts remain Outstanding except as permitted in this Section and in Section 28 hereof. The City may, without the consent of or notice to any Contracting Parties, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Contracting Parties, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Contracting Parties to Contracts which are Outstanding and represent a majority of the aggregate Installment Amounts affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of Contracting Parties of all Contracts which are Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Installment Amounts and interest on the Contracts, reduce the Installment Amounts, the redemption price therefor, change the rate of interest thereon, or in any other way modify the terms of payment of the Contracts, (2) give any preference to any Contract over any other Contract, or (3) reduce the aggregate Installment Amount of Contracts required to be held for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Ordinance with respect to Contracts means, as of the date of determination, all Contracts theretofore delivered and registered under this Ordinance, except:

- (1) those Contracts cancelled or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Contracts for which the Installment Amounts and all interest payable thereon has been paid or is deemed to be fully paid in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Contracts for which replacement obligations have been registered and delivered in lieu thereof as provided in Section 11 hereof.

**SECTION 14: Covenants to Maintain Tax-Exempt Status.**

- (a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Contracts are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing 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 Contracts.

“*Investment*” has the meaning set forth in Section 1.148-1(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 Contracts are invested and which is not acquired to carry out the governmental purposes of the Contracts.

“*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 Contracts. 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 (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Contracts has the meaning set forth in Section 1.148-4 of the Regulations.

(b) 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 directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Contract 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 Contract, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Installment Amount of Contracts:

(1) 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 Contracts, 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

(2) 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 Contracts 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.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Contracts 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.

(e) Not to Invest at Higher Yield. 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 final Installment Amount of the Contracts directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Contracts.

(f) 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 Contracts to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) 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.

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

(1) 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 Contract is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Contracts 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.

(2) 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 Contracts until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Contracts by the Purchasers 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 Interest and Sinking 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 Contracts 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.

(4) 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.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Assistant City Manager and Finance Director of the City, either individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Contracts, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

**SECTION 15: Sale of Contracts - Official Statement Approval.** Pursuant to a public sale for the Contracts, the bid submitted by [\_\_\_\_\_] (herein referred to collectively as the “Purchasers”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Contracts to said Purchasers at the price of par and accrued interest to the date of delivery plus a cash premium of \$[\_\_\_\_\_], is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Contracts to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The initial Contract shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Contracts is hereby ratified, confirmed and approved in all respects and the Preliminary Official Statement is hereby deemed “final” as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Commission, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, Assistant City Manager and Finance Director of the City, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated May 12, 2026, in the reoffering, sale and delivery of the Contracts to the public. The Mayor or Mayor Pro Tem and City Secretary or Deputy City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

**SECTION 16: Cancellation.** All Contracts surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Contracts previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Contracts so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Contracts held by the Paying Agent/Registrar shall be returned to the City.

**SECTION 17: Notices of Contracting Parties.** Wherever Ordinance provides for notice to Contracting Parties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Contracting Party appearing in the Contract Register at the close of business on the business day next preceding the mailing of such notice.

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

**SECTION 18: Proceeds of Sale.** The proceeds of sale of the Contracts, excluding amounts to pay costs of issuance, shall be deposited in an acquisition fund maintained at a City depository. Pending expenditure for the Property, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for the Property or deposited in the Sinking Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Contracts, including investment earnings, remaining after acquisition of the Property shall be deposited to the credit of the Sinking Fund.

**SECTION 19: Legal Opinion.** The Initial Contracting Party's obligation to accept delivery of the Contracts is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving the Contracts as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Contracts. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Contracts deposited with DTC or a reproduction thereof shall be printed on the definitive Contracts in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

**SECTION 20: CUSIP Numbers.** CUSIP numbers may be printed or typed on the definitive Contracts. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Contracts shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Contracts as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Contracts.

**SECTION 21: Benefits of Ordinance.** Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Contracting Parties, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Contracting Parties.

**SECTION 22: Inconsistent Provisions.** All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

**SECTION 23: Governing Law.** This Ordinance and the Contracts authorized to be executed and delivered hereunder shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 24: Effect of Headings.** The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**SECTION 25: Construction of Terms.** If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

**SECTION 26: Severability.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 27: Incorporation of Findings and Determinations.** The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

**SECTION 28: Continuing Disclosure Undertaking.**

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

(b) **Annual Reports.** The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2026, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2026, audited financial statements of the City. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and 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 City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Contracts to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Contracts, or other material events affecting the tax status of the Contracts;
- (7) Modifications to rights of holders of the Contracts, if material;
- (8) Contract calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Contracts, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Contracts within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Contract calls and defeasance that cause the City to be no longer such an “obligated person.”

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

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

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Contracts in the primary offering of the Contracts in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Contracting Parties of a majority in aggregate principal amount (or any

greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Contracts consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Contracting Parties and beneficial owners of the Contracts. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Contracts from lawfully purchasing or selling Contracts in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 29: Further Procedures.** Any one or more of the Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, Assistant City Manager and Finance Director of the City are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Contracts. In addition, prior to the initial delivery of the Contracts, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, Assistant City Manager and Finance Director of the City or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Contracts by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to hold such office before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**SECTION 30: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Local Government Code, Chapter 551, as amended.

**SECTION 31: Effective Date.** In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

*[Remainder of page left blank intentionally]*

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 12<sup>th</sup> day of May, 2026.

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Matthew O. Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

(City Seal)

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

Purchase of fire and emergency medical services apparatus and equipment - quint, ambulance, lifepak, heart monitors traffic signal pre-emption system; emergency communications radio consoles; dump truck, traffic cabinet standardization and school zone flashing lights.

**EXHIBIT B**  
**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**