

ORDINANCE NO. 26-029

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF BEAUMONT, TEXAS TAX NOTES, SERIES 2026" IN THE PRINCIPAL AMOUNT OF \$3,160,000.00; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES, AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; AWARDED SUCH SALE TO A PURCHASER, DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS AND STAFF TO ESTABLISH TERMS OF SALE OF THE NOTES AND TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE THEREOF; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the City Council (the *Governing Body*) of the City of Beaumont, Texas (the *Issuer* or the *City*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred for the construction of any public works, for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer's authorized needs and purposes, and for professional services, including services provided by tax appraisers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and,

WHEREAS, in accordance with the provisions of the Act, the Governing Body hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for the purpose of providing funds for the financing of certain (i) fleet equipment, (ii) miscellaneous equipment used by the City; and (iii) paying the costs of issuance of the 2026 Notes, (together, the *Project*); and,

WHEREAS, the Governing Body hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer.

NOW THEREFOR, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BEAUMONT, TEXAS:

Section 1: Authorization – Designation – Principal Amount – Purpose. General obligation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of THREE MILLION, ONE HUNDRED SIXTY THOUSAND AND NO/100 (\$3,160,000.00) to be designated and bear the title of “CITY OF BEAUMONT, TEXAS TAX NOTES, SERIES 2026” (the *Notes*), for the purpose of providing funds for the financing of certain (i) fleet equipment, (ii) miscellaneous equipment used by the City; and (iii) paying the costs of issuance of the 2026 Notes, all in conformity with the laws of the State of Texas, particularly Chapter 1431, as amended, Texas Government Code, this ordinance (the *Ordinance*) adopted by the Governing Body on June 2, 2026, and the Issuer’s Home Rule Charter.

Section 2: Fully Registered Notes – Authorized Denominations – Stated Maturities – Interest Rates – Dated Date. The Notes shall be issued as fully registered obligations, without coupons, shall be dated July 1, 2026, (the *Dated Date*) and shall be issued in authorized denominations of \$5,000.00 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R-” and numbered consecutively from one (1) upward. The principal shall become due and payable on March 1 in each of the years (the *Stated Maturities*) and in the amounts and bear interest at the rates per annum, in accordance with the following schedule set forth in the Pricing Certificate.

The Notes shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about July 14, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a three hundred and sixty (360) day year of twelve (12) thirty (30) day months). Interest on the Notes shall

be payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2027 while the Notes are Outstanding.

In no event will the effective rate of interest on the Notes, inclusive of all fees, charges, and other amounts that are treated as interest under applicable law, exceed the maximum rate permitted by law. Regardless of any other provision of the Notes or this Ordinance, if for any reason such effective interest rate should exceed the maximum rate, such effective interest rate shall be deemed reduced to, and shall be, the maximum rate, and (i) the amount which would be excessive interest shall be deemed applied to the reduction of the principal balance of the Notes and not to the payment of interest, and (ii) if the Notes have been or are thereby paid in full, the excess shall be returned to the Issuer, such application to the principal balance of the Notes or the refunding of such excess to be a complete settlement and acquittance thereof.

Section 3: Payment of Notes – Paying Agent/Registrar. The principal and the interest on the Notes, due and payable by reason of Stated Maturity or otherwise, shall be payable, without exchange or collection charges to the Holders (as hereinafter defined), appearing on the Security Register (as hereinafter defined) maintained by the Paying Agent/Registrar (as hereinafter defined) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal and interest on the Notes shall be without exchange or collection charges to the Holder of the Notes.

The selection and appointment of UMB Bank, N.A., Houston Texas, as Paying Agent/Registrar (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Notes is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Notes, all as provided

herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as "Exhibit A" hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Notes are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

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

Principal and interest on the Notes, due and payable by reason of Stated Maturity or otherwise, shall be payable only to the registered owner of the Notes appearing on the Security Register (the *Holder* or *Holder(s)*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Notes, (ii) on the date of surrender of the Notes for purposes of receiving payment of principal thereof at the Notes' Stated Maturity, and (iii) on any other date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Note for purposes of receiving payment and all other purposes whatsoever, and neither

the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

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

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

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

on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: Redemption. The Notes are subject to redemption prior to Stated Maturity on any business day in whole, without penalty upon at least thirty (30) days' prior notice to the registered owner, provided the Issuer must repay interest on the Notes that is due to final maturity.

Section 5: Execution – Registration. The Notes shall be executed on behalf of the Issuer by its Mayor under the seal of the Issuer reproduced or impressed thereon and attested by its City Clerk. The signature of any of said officers on the Notes may be manual, electronic or facsimile. Notes bearing the manual, electronic or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Notes to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

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

Section 6- Registration – Transfer – Exchange of Notes – Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Notes or, if appropriate, the nominee thereof. Any Note may, in accordance

with its terms and the terms hereof, be transferred or exchanged for Notes of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying

Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes", evidencing all or a portion, as the case may be, of the same debt evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Notes shall include any Note registered and delivered pursuant to Section 17 herein in lieu of a mutilated, lost, destroyed, or stolen Note which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Section 7: Initial Note. The Notes herein authorized shall be initially issued as a single fully registered Note in the aggregate principal amount of \$3,160,000.00 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Note*), and the Initial Note shall be registered in the name of the Purchasers or the designee thereof. The Initial Note shall be the Note 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 Purchasers. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 8: Forms.

A. Forms Generally. The Notes, the Registration Certificate of Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Notes 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 (including insurance legends in the event the Notes, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Notes as evidenced by their execution thereof. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

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

[The remainder of this page intentionally left blank.]

B. Form of Definitive Note.

REGISTERED NO.

REGISTERED PRINCIAL

R-__

AMOUNT

\$ _____

UNITED STATES OF AMERICA
STATES OF TEXAS
COUNTY OF JEFFERSON
CITY OF BEAUMONT, TEXAS
TAX NOTE, SERIES 2026

Dated Date:

Interest Rate:

Stated Maturity:

July 1, 2026

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100
DOLLARS

The City of Beaumont, Texas (the *Issuer*), a body corporate and a municipal corporation in the County of Jefferson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about July __, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a three hundred and sixty (360) day year of twelve (12) thirty (30) day months; interest being payable on March 1 and September 1 of each year (each, an Interest Payment Date), commencing March 1, 2027, with principal payments being payable March 1 annually until final maturity or prior redemption.

Principal on this Note shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the 15th day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$3,160,000.00 (the *Notes*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of providing funds for the financing of certain (i) fleet equipment, (ii) miscellaneous equipment used by the City; and (iii) paying the costs of issuance of the 2026 Notes, all in conformity with the laws of the State of Texas, particularly Chapter 1431, as amended, Texas Government Code, this ordinance (the *Ordinance*) adopted by the Governing Body on June 2, 2026, and the Issuer's Home Rule Charter.

As provided in the Ordinance, the Notes are subject to redemption prior to Stated Maturity on any business day in whole, without penalty upon at least thirty (30) days' prior notice to the registered owner, provided the Issuer must repay interest on the Notes that is due to final maturity.

The Notes of this series are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the Issuer.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust or other office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of the Notes; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.


The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Note as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and

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

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Note in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Notes does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal and interest on the Notes by the levy of a tax as aforesated. In case any provision in this Note or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.


[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed under its official seal.



Roy West, Mayor
City of Beaumont, Texas

ATTEST:



Tina Broussard, City Clerk
City of Beaumont, Texas



(CITY SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Note Only.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY that this Note 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 _____.

Acting Comptroller of Public
Accounts of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Notes.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Registered this date:

UMB Bank, N.A.,
as Paying Agent/Registrar

By: _____

Authorized Signature

*NOTE TO PRINTER: Print on Definitive Notes.

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

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. Form of Initial Note. The Initial Note shall be in the form set forth in subsection B of this Section, except that the form of a single fully registered Initial Note shall be modified as follows:

- (i) immediately under the name of the Note the headings "Interest Rate ____" and "Stated Maturity ____" shall both be completed "as shown below"; and
- (ii) the first 2 paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Beaumont, Texas (the *Issuer*), a body corporate and municipal corporation in the County of Jefferson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the 15th of September each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
---	------------------------------	---------------------------

(Information to be inserted from schedule in Section 2 hereof).
and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on July 14, 2026) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, at the per annum rates of interest specified above computed on the basis of a three hundred and sixty (360) day year of twelve (12) thirty (30)

day months; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2027.

Principal of this Note shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding, at the corporate trust office of UMB Bank, N.A., (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Note whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the 15th day of the month next preceding each interest payment date. All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Notes, the definitive Notes and the Initial Note shall bear an appropriate legend as provided by the bond insurer.

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

Section 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 36 of this Ordinance have the meanings assigned to them in such Section, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, the City Manager, the Chief Financial Officer, the City Clerk, or the Assistant Chief Financial Officer.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Note in exchange for the payment in full by the Purchasers.

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

D. The term *Depository* shall mean an official depository bank of the Issuer.

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

F. The term *Holder or Holders* shall mean the registered owner, whose name appears in the Security Register, for any Note.

G. The term *Interest Payment Date* shall mean the date interest is payable on the Notes, interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2027 while any of the Notes remain Outstanding.

H. The term *Issuer* shall mean the City of Beaumont, Texas located in the County of Jefferson, Texas and, where appropriate, the Governing Body of the Issuer.

I. The term *Note Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

J. The term *Notes* shall mean the \$3,160,000.00 “CITY OF BEAUMONT, TEXAS TAX NOTES, SERIES 2026” authorized by this Ordinance.

K. The term *Ordinance* shall mean this ordinance finally adopted by the Governing Body of the Issuer on June 2, 2026.

L. The term *Outstanding* when used in this Ordinance with respect to Notes shall mean, as of the date of determination, all Notes issued and delivered under this Ordinance, except:

(1) those Notes canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Notes for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Ordinance; and

(3) those Notes that have been mutilated, destroyed, lost, or stolen and replacement Notes have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Notes named in Section 18 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Notes payable on March 1 of each year, as set forth in Section 2 of this Ordinance.

Section 10: Note Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Notes, there shall be and is hereby created a special fund to be designated “CITY OF BEAUMONT, TEXAS TAX NOTES, SERIES 2026 INTEREST AND SINKING FUND” (the *Note Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Note Fund sufficient to pay the principal and interest on the Notes as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Note Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Notes, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to

be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Notes.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Notes.

Section 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Notes being (i) the interest on the Notes and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of two percent (2%) (whichever amount shall be the greater), there shall be and there is hereby levied for the fiscal year commencing September 1, 2026 and each succeeding year thereafter while the Notes or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each \$100.00 valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Note Fund and are thereafter pledged to the payment of the Notes. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

Section 12: Deposits to Note Fund – Surplus Note Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Note Fund prior to a principal and interest payment date for the Notes, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Notes shall be deposited to the Note Fund. In addition, any surplus proceeds from the sale of the Notes, including investment income thereon, not expended for authorized purposes, as described in Section I hereof, shall be

deposited in the Note Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

Section 13: Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (i) defaults in the payments to be made to the Note Fund or (ii) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders 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 Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this 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.

Section 15: Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address

of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

Section 16: Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

Section 17: Mutilated, Destroyed, Lost, and Stolen Notes. If (i) any mutilated Note is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Note, and (ii) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar

that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note. Upon the issuance of any new Note, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Notes.

Section 18: Sale of Notes – Approval of Purchaser – Use of Proceeds. The Note is hereby initially sold and shall be delivered to underwriters identified in the Pricing Certificate (the “Purchaser”), for cash for the par value thereof and no accrued interest, pursuant to a *Purchase Letter*, in substantially the form attached hereto as “Exhibit B”, which the Mayor and Mayor Pro-Tem are each hereby authorized to accept, approve all changes, and execute on behalf of the City. In satisfaction of Section 1201.022(a)(3), Texas Government Code the City Council hereby

determines that the final terms of the Note as set forth in this Ordinance are in the City's best interests. The Note initially shall be registered in the name of the Purchaser.

Proceeds from the sale of the Notes shall be applied as follows:

(1) The Issuer shall receive proceeds in the amounts set forth in the Pricing Certificate and shall use such amounts as set for in the Pricing Certificate.

(2) This special purchase account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Notes pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Ordinance.

Section 19: Covenants Regarding Tax Exemption of Interest on the Notes.

A. Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Notes or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds of the Notes or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of

more than ten percent (10%) of the debt service on the Notes, in contravention of Section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent (5%) of the proceeds of the Notes or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent (5%) is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000.00, or 5 percent (5%) of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as “private activity bonds” within the meaning of Section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being “federally guaranteed” within the meaning of Section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of three (3) years or less or, in the case of a refunding bond, for a period of ninety (90)

days or less until such proceeds are needed for the purpose for which the Notes are issued; and,

(B) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations; and,

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Notes.

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage);

(8) refrain from using the proceeds of the Notes or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Notes in contravention of the requirements of Section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year (5) period (beginning on the date of delivery of the Notes) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Notes have been paid in full, one hundred (100%) of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (9), a "*Rebate Fund*" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without

limitation the noteholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

C. Proceeds. The City understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

D. Allocation of, and Limitation on, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance on its books and records in accordance with the

requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the project is completed; but in no event later than three (3) years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as "Exhibit C" as the City's written procedures.

Section 20: Control and Custody of Notes. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Notes pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Notes to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Notes, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Note to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Notes.

Section 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal and interest on the Notes, 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 Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, at the Stated Maturity thereof. In the event of a defeasance of the Notes, the Issuer shall deliver a certificate from its financial advisors, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of and interest due on any defeased Notes. To the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and

remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Section 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Notes is subject to its being furnished a final opinion of Holland & Knight LLP as Bond Counsel, approving certain legal matters as to the Notes, said opinion to be dated and delivered as of the date of initial delivery and payment for such Notes. Printing of a true and correct copy of this opinion on the reverse side of each of the Notes, with appropriate certificate pertaining thereto executed by facsimile signature of the City Clerk of the Issuer is hereby approved and authorized.

Section 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

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

Section 25: Ordinance a Contract – Amendments – Outstanding Notes. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Notes. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Note remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from

time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required for consent to any such amendment, addition, or rescission.

Section 26: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders, 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 Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

Section 27: Inconsistent Provisions. All ordinances and 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 ordained herein.

Section 28: 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 29: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 30: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

Section 32: [Reserved].

Section 33: 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 Chapter 551, as amended, Texas Government Code.

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

manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal or interest on any Note or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Note.

Section 36: [Reserved].

Section 37: [Reserved].

Section 38: Further Procedures. The officers and employees of the Issuer 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 Issuer 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 Ordinance, the initial sale and delivery of the Notes, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Official Statement. In addition, prior to the initial delivery of the Notes, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Notes by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 39: Ancillary Bond Contracts. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1431, and any other applicable law, the Governing Body, hereby delegates to each Authorized Official (other than the Mayor) the authority to independently select the counterparty to any agreement with any paying agent/registrars, rating agency, securities depository, or any other contract that is determined by an Authorized Official (other than the Mayor), the City's Financial Advisor, or the City's Bond Counsel to be necessary or incidental to the issuance of the Notes as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the Ancillary Bond Contracts); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the City. As a result of such delegation, the provisions of Section 2252.908, as amended, Texas Government Code, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Section 46.1(c).

Section 40: Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of ad valorem taxes granted by the Issuer in Section 11, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes granted by the Issuer 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 Notes the perfection of the security interest in this pledge, the Issuer 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 41: City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation

organized exclusively for non-profit purposes described in Section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, the City's Bond Counsel, and/or the City's Financial Advisor to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Notes; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Notes.

Section 42: Effective Date. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.


[The remainder of this page intentionally left blank.]

READ, ADOPTED AND APPROVED this 2nd day of June, 2026.



Roy West, Mayor

ATTEST:



Tina Broussard, City Clerk



APPROVED AS TO FORM:



Sharae Bassett Reed, City Attorney

APPROVED FOR ADMINISTRATION:



Chris Boone, City Manager



Bridgette Evick, Chief Financial Officer

INDEX OF SCHEDULES AND EXHIBITS

Schedule I – Approval Certificate

Exhibit A – Paying Agent/Registrar Agreement

Exhibit B – Purchaser Letter

Exhibit C – Written Procedures Relating to Continuing Compliance with Federal Tax Covenants

Exhibit D – Description of Annual Financial Information

Exhibit E – General Policies and Procedures Concerning Compliance with the Rule

[The remainder of this page intentionally left blank.]

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT
See Tab No. __

EXHIBIT B

[_____ Purchaser _____]
[_____ Purchaser Address _____]

PURCHASER LETTER

[_____], 2026

City of Beaumont, Texas
801 Main, Suite 210
Beaumont, TX 77701

Re: \$3,160,000.00 City of Beaumont, Texas Tax Note, Series 2026 (the “Note”)

The undersigned (the “Bank”), as purchaser of \$3,160,000.00 in principal amount of the captioned obligation (the “Note”), hereby acknowledges and confirms that it has been furnished such financial, statistical and other information with respect to the City of Beaumont, Texas (the “Issuer”) and the Note, including a certified copy of the ordinance of the City Council of the Issuer which authorized the issuance of the Note (the “Ordinance”), as the Bank has requested as a result of it having attached significance thereto to enable it to make an informed decision with respect to the purchase of the Note. All terms not otherwise defined herein shall have the meaning assigned to such term in the Ordinance.

The Bank understands that the Note is a general obligation of the Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and will be pledged for such payment, within limits provided by law, all as provided in the Ordinance. All terms not otherwise defined herein shall have the meaning assigned to such term in the Ordinance.

In connection with its purchase of the Note, the Bank agrees as follows:

- A. Delivery of the Note to the Bank (the “Closing”) shall be made at the Bank on January 21, 2026, it being understood that this delivery date may be extended by mutual consent of the Bank and the Issuer.
- B. Principal installments of the Note shall (i) be payable on March 1 in each of the years and in the respective principal amounts, and (ii) bear interest from Closing to their respective date of payment at the respective interest rates, all as set forth below:

Years of Stated Maturity (3/1)	Principal Amounts	Interest Rates
3/1/2027		
3/1/2028		
3/1/2029		
3/1/2030		
3/1/2031		
3/1/2032		

- C. Interest on the Note shall be payable on each March 1 and September 1, commencing on March 1, 2027, until stated maturity or prior redemption. The Notes are subject to redemption prior to Stated Maturity on any business day in whole, without penalty upon at least thirty (30) days’ prior notice to the registered owner, provided the Issuer must repay interest on the Note that is due to final maturity.
- D. The Note will be fully registered as to principal and interest, and [_____] shall serve as the initial paying agent and registrar for the Note at no cost.

- E. In regard to its purchase of the Note, the Bank acknowledges that no prospectus or other offering document has been prepared; however, the Issuer has furnished the Bank with a term sheet and all information requested by the Bank to permit the Bank to make an informed decision concerning its purchase of the Note, and the Bank has made such inspections and investigations as it has deemed necessary to determine the credit quality of the Note and to assess the risk factors associated with the purchase and ownership of the Note. The Bank hereby acknowledges and represents that it is familiar with the financial condition of the Issuer and the ability of the Issuer to timely pay the principal of and interest on the Note. The Bank has been furnished with such financial information relating to the Issuer as it has requested for the purposes of making its assessment of the purchase of the Note. The Bank has had a reasonable opportunity to request and review such other information as it needs from the Issuer in order to enable it to make its purchase decision. The Bank is not relying on Holland & Knight LLP, the Issuer's Bond Counsel, as to the completeness or accuracy of any financial information provided to the Bank by the Issuer in connection with its determination to purchase the Note. In connection with the purchase of the Note, the Bank is not acting in a fiduciary capacity to the Issuer or in the capacity of a broker, dealer, municipal securities underwriter, financial advisor or municipal advisor.
- F. The Note is being purchased by the Bank for the account of the Bank as evidence of a loan (and not on behalf of another), and the Bank has no present intention of reselling such Note or dividing its interest therein (other than to a wholly-owned affiliate of the Bank), either currently or after the passage of a fixed or determinable

period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however, that the Bank reserves the right to sell, pledge, transfer, convey, hypothecate, participate interests in or dispose of the Note at some future date.

- G. The Bank acknowledges that the Note will not be listed on any securities exchange. Further, no trading market now exists for the Note, and none may exist in the future. Accordingly, the Bank understands that it may need to bear the risks of the purchase for an indefinite time, since any sale prior to the maturity for the Note may not be possible or may be at a price below that which the Bank is paying for the Note.
- H. It is understood and agreed that the Bank is buying the Note in a private placement by the Issuer to the Bank. The Issuer has not undertaken to make any on-going disclosures for the benefit of the registered owner of the Note in accordance with Rule 15c2-12 of the Securities and Exchange Commission.
- I. The Bank hereby represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, it is not required to file a Certificate of Interested Party Form 1295.
- J. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Covered Verifications"), in entering into this agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification

during the term of this agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this agreement, notwithstanding anything in this agreement to the contrary. In addition, the Issuer reserves and retains all rights and remedies at law and in equity for pursuit and recovery of damages, if any, relating to the Covered Verifications.

- i. Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code, as amended. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- ii. No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code, as amended.
- iii. No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a

firearm entity or firearm trade association during the term of this 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, as amended.

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

K. The Bank represents that it has on file with the Attorney General of the State (the “Attorney General”) a standing letter in substantially the form included as Exhibit A in the All Bond Counsel Letter of the Attorney General dated November 1, 2023. The Bank will provide such other representations, certifications, or assurances required by the Issuer or the Attorney General to evidence compliance with State law.

L. The Issuer covenants that it will deliver to the Bank its audited financial statements within two hundred and seventy (270) days after each fiscal year end, commencing with the fiscal year ending on September 30, 2026.

The Bank’s obligation to purchase the Note is conditioned on the Bank’s receipt of following items:

- (i) an opinion of Holland & Knight LLP, as Bond Counsel to the Issuer, as to the validity and enforceability of the Note and the excludability of interest on the Note from federal income taxation; and,
- (ii) an unqualified opinion of the Attorney General of the State, relating to the legality and validity of the Note and approving the Note as required by law; and,
- (iii) evidence reflecting the registration of the Note by the Comptroller of Public Accounts of the State of Texas as required by law; and,
- (iv) a certificate or certificates, dated the date of closing, of appropriate officials of the Issuer, to the effect that (a) the Issuer is not a party to any litigation or other proceeding pending or, to such official's knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer, and (b) there has not been any materially adverse change in the financial condition of the Issuer since September 30, 2025, the latest date as of which audited financial information is available; and,
- (v) from the time of the execution and delivery of this letter to the date of delivery of the Note to Purchaser, there shall not have occurred (i) any material adverse change in the financial condition or general affairs of the Issuer affecting, in Purchaser's reasonable opinion, the ability of the Issuer to issue its proposed notes and repay the Note and accrued interest thereon in full at maturity or upon prior redemption with the proceeds of such notes; (ii) an event, court decision, proposed law or rule negatively effecting the tax status of the Note under the Code; or (iii) any material market disruption, including but not limited to international or national crisis, suspension of stock exchange trading, or banking

moratorium negatively and materially affecting, in Purchaser's reasonable opinion, the market price of the Note.

(Execution Page Follows)

Very truly yours,

[_____]

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED

this ____ day of _____, 2026.

CITY OF BEAUMONT, TEXAS

By: _____

Name: Chris Boone

Title: City Manager

EXHIBIT C

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Notes, the City's Chief Financial Officer, or its designee, (the *Responsible Person*) will:

- (i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Notes does not exceed an amount equal to the debt service on the Notes in the succeeding twelve (12) month period plus a carryover amount equal to one-twelfth (1/12) of the principal and interest payable on the Notes for the immediately preceding twelve (12) month period; and,
- (ii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and,
- (iii) assure that, unless excepted from rebate and yield restriction under Section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every five (5) years after the date of delivery of the Notes (the Issue Date), and (B) within thirty (30) days after the date the Notes are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Notes the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended; and,

- (ii) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities; and,
- (iii) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity); and,
- (iv) monitor whether, at any time the Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research; and,
- (v) determine whether, at any time the Notes are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit; and,
- (vi) determine whether, at any time the Notes are outstanding, the facilities are sold or otherwise disposed of; and,
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Notes and the use of

the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Notes. If any portion of the Notes is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Notes. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

[The remainder of this page intentionally left blank.]

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Information and Data with Respect to the Issuer

The information and data with respect to the Issuer referred to in Section 36 of this Ordinance are the quantitative financial information and operating data specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The Issuer's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the unaudited financial statements of the Issuer for the most recently concluded fiscal year.
2. The quantitative financial information and operating data of the Issuer of the general type included in Appendix A, of the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

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

EXHIBIT E

GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH THE RULE

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 36 of the Ordinance. *Notes* refer to the Notes that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in nonexempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer's compliance with the Rule.

III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 36C of the Ordinance, which provisions are a part of the Undertaking.

IV. The Issuer is aware that "participating underwriters" (as such term is defined in the Rule) of the Notes must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the

United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The Issuer now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer’s obligations under the Rule, the advice from and discussions with the Issuer’s internal senior staff (including staff charged with administering the Issuer’s financial affairs), its co-municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Chief Financial Officer (the *Compliance Officer*) shall be responsible for satisfying the Issuer’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures; and,

2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer’s information of the type described in Section 36B of the Ordinance; and,

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 36C of the Ordinance; and,

4. the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the

Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Notes; and,

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation; and,

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and,

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the Issuer’s internal staff identified by the Compliance Officer to assist with the Issuer’s satisfaction of the terms and provisions of the Undertaking.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNT OF JEFFERSON §

I, the undersigned City Clerk of the City of Beaumont, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in regular meeting on June 2, 2026, at the place stated in the notice of such meeting given as stated below, and the roll was called of the duly constituted official and members of said City Council, to wit:

Roy West	Mayor
Albert "A.J." Turner	Mayor Pro Tempore, Council Member, At-large
Mike Williams	Council Member, At-large
Cory Crenshaw	Council Member, Ward 1
Joseph Hilliard	Council Member, Ward 2
LaDonna Sherwood	Council Member, Ward 3
Charles Durio	Council Member, Ward 4

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

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF BEAUMONT, TEXAS TAX NOTES, SERIES 2026" IN THE PRINCIPAL AMOUNT OF \$3,160,000.00; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES, AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASER LETTER; AWARDING SUCH SALE TO A PURCHASER, DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS AND STAFF TO ESTABLISH TERMS OF SALE OF THE NOTES AND TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE THEREOF; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

Was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES:

NOES:

ABSTENTIONS:

2. That a true, full, and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from the said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and purpose of the aforesaid meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

[Signature Pages to Follow]

SIGNED AND SEALED this 2nd day of June, 2026.



Tina Broussard, City Clerk
City of Beaumont, Texas

[SEAL]

