
CITY OF CORPUS CHRISTI, TEXAS

ORDINANCE NO. 2014-06-17-_____

Adopted June 17, 2014

Authorizing:

\$_____
CITY OF CORPUS CHRISTI, TEXAS
UTILITY SYSTEM VARIABLE RATE
JUNIOR LIEN REVENUE IMPROVEMENT BONDS,
SERIES 2014B

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF CORPUS CHRISTI, TEXAS UTILITY SYSTEM VARIABLE RATE JUNIOR LIEN REVENUE IMPROVEMENT BONDS, SERIES 2014B” IN AN AMOUNT, WHEN COMBINED WITH OTHER CITY UTILITY SYSTEM REVENUE OBLIGATIONS AUTHORIZED ON THE DATE HEREOF, NOT TO EXCEED \$155,000,000; MAKING PROVISIONS FOR THE PAYMENT AND SECURITY THEREOF BY A JUNIOR AND INFERIOR LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY’S UTILITY SYSTEM; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, REMARKETING AGREEMENT, TENDER AGENT AGREEMENT, AND A PURCHASE CONTRACT; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO THE MAYOR AND CERTAIN MEMBERS OF THE CITY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *City Council*) of the City of Corpus Christi, Texas (the *City*) has heretofore issued, and there are currently Outstanding, revenue bonds (the *Previously Issued Priority Bonds*) secured by a first and prior lien on and pledge of the Net Revenues (as hereinafter defined) of the City’s combined utility systems (as further described and defined herein, the *System*); and

WHEREAS, in the City ordinances authorizing the issuance of the Previously Issued Priority Bonds, the City reserved the right to issue revenue bonds on parity with the Priority Bonds (as hereinafter defined); and

WHEREAS, the City Council has heretofore issued, and there are currently outstanding, revenue bonds (the *Previously Issued Junior Lien Obligations*) secured by a lien on and pledge of Net Revenues that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds; and

WHEREAS, in the City ordinances authorizing the issuance of the Previously Issued Junior Lien Obligations, the City reserved the right to issue revenue bonds on a parity with the Junior Lien Obligations (as hereinafter defined) from time to time outstanding; and

WHEREAS, the City Council has heretofore issued, and there are currently outstanding, obligations supported by a lien on and pledge of the Net Revenues of the System that are inferior to the lien thereon and pledge thereof securing the Priority Bonds and the Junior Lien Obligations but superior to the lien thereon and pledge thereof securing the hereinafter-defined Previously Issued Inferior Lien Obligations (the *Previously Issued Subordinate Lien obligations*); and

WHEREAS, the City Council has heretofore entered into a certain Federal Contract (as hereinafter defined) supported by a lien on and pledge of the Net Revenues of the System inferior to the lien thereon and pledge thereof securing the Priority Bonds, the Junior Lien Obligations, and the

Previously Issued Subordinate Lien Obligations (such Federal Contract, the *Previously Issued Inferior Lien Obligations*); and

WHEREAS, the City Council has determined for the purpose of improving the credit quality of its Junior Lien Obligations, which has become its primary lien for issuing System debt, that it will no longer issue obligations secured by a first and prior lien on and pledge of the Net Revenues of the System, on parity with the lien thereon and pledge thereof securing the Previously Issued Priority Bonds, for new money purposes and, at such time as no Priority Bonds remain outstanding, all System revenue obligations now subordinate and inferior to the Priority Bonds in priority of lien on and pledge of Net Revenues shall be elevated in kind in priority of lien and payment; and

WHEREAS, the City Council deems it appropriate and in its best interest to issue the hereinafter authorized revenue bonds, in one or more series, for the primary purpose of acquiring, purchasing, constructing, improving, repairing, extending, enlarging, equipping and renovating the System; and

WHEREAS, the City Council hereby finds and determines that, pursuant to the authority provided by Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the delegation to each Authorized Official (as hereinafter defined) of the authority to execute an Approval Certificate (as hereinafter defined) relating to each series of bonds issued hereunder (a form of which Approval Certificate is attached hereto as Schedule I) to establish and approve the final terms of sale of any such series of bonds (within the parameters specified herein) is in the best interest of the City; and

WHEREAS, the City is empowered by the provisions of Chapter 1371 and Chapter 1502, as amended, Texas Government Code (together, the *Act*) and the City's Home Rule Charter to issue revenue bonds in the manner herein contemplated; and

WHEREAS, the City intends to utilize the proceeds of the Bonds to finance System improvements that could be used for private purposes that may result in a need to take remedial action for the City to remain compliant with covenants regarding tax-exemption; and

WHEREAS, the City hereby finds and determines that upon passage of time during which such need to take remedial action is ascertained (whether affirmatively or negatively), the City anticipates refunding the hereinafter authorized revenue bonds, bearing interest at a variable rate, with long-term fixed rate refunding bonds issued pursuant to Chapter 1207, as amended, Texas Government Code; and

WHEREAS, as a result of the foregoing, and as permitted by Section 1371.057(c) of Chapter 1371, for purposes of compliance with certain requirements of the Texas Attorney General's office, the variable rate revenue bonds issued pursuant to this Ordinance are treated as having the intended term and payment schedule of such series of aforementioned refunding bonds; and

WHEREAS, the City Council hereby finds and determines that the actions authorized hereby and the adoption of this Ordinance are in the best interest of the residents of the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI THAT:

ARTICLE I DEFINITIONS

SECTION 1.1. *Definitions.*

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Section have the meanings assigned to them in this Section, certain terms defined in other sections of and the preamble to this Ordinance have the meanings assigned to them in such sections and preamble, and all such terms include the plural as well as the singular; (b) all references in this Ordinance to designated *Sections, Schedules, Exhibits*, and other subdivisions are to the designated Sections, Schedules, Exhibits, and other subdivisions of this Ordinance as originally adopted; and (c) 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.

Accountant means a nationally recognized independent certified public accountant, or an independent firm of certified public accountants.

Additional Inferior Lien Obligations means (i) any bonds, notes, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a lien and pledge of the Net Revenues, which pledge is subordinate and inferior to the lien on and pledge of the Net Revenues that is or will be pledged to the payment of the Priority Bonds, that is included in Junior Lien Pledged Revenues, that is or will be pledged to the payment of the Subordinate Lien Obligations, and that is on parity with the lien on and pledge of the Net Revenues securing the payment of the then-Outstanding Inferior Lien Obligations and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by such a subordinate and inferior lien on and pledge of the Net Revenues, as determined by the City Council in accordance with applicable law.

Additional Junior Lien Obligations means (i) any bonds, notes, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a lien and pledge of the Junior Lien Pledged Revenues, such pledge to include a pledge of Net Revenues that is junior and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the Priority Bonds now Outstanding or hereafter issued by the City but senior and superior to the lien thereon and pledge thereof that is or will be pledged to the payment of the Subordinate Lien Obligations and Inferior Lien Obligations now Outstanding or hereafter issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured solely by a lien on and pledge of the Junior Lien Pledged Revenues, as determined by the City Council in accordance with applicable law.

Additional Priority Bonds means obligations hereafter issued to refund any of the Previously Issued Priority Bonds if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues, as determined by the City Council in accordance with applicable law, and under the terms and conditions provided in *Section 6.2A* of this Ordinance.

Additional Subordinate Lien Obligations means (i) any bonds, notes, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a lien and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that is or will be pledged to the payment of the Priority Bonds or that is included in Junior Lien Pledged Revenues, but senior and superior to the lien thereon and pledge thereof that is or will be pledged to the payment of the Inferior Lien Obligations now Outstanding or

hereafter issued by the City, and on parity with the lien on and pledge of the Net Revenues securing the payment of the then-Outstanding Subordinate Lien Obligations and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by such a subordinate and inferior lien on and pledge of the Net Revenues, as determined by the City Council in accordance with applicable law.

Applicable Spread means the amount, expressed in basis points, to be added to the SIFMA Index while Bonds are in a SIFMA Index Mode, to determine the SIFMA Index Rate, except when Bonds in a SIFMA Index Mode bear interest at a Stepped Rate as provided in *paragraph (e)(ii)* of the insert to the Bonds set forth in *Section 2.2B*. The Applicable Spread for the Interest Periods when the Bonds are in a SIFMA Index Mode shall be evidenced in the Approval Certificate relating to the Bonds in such then-applicable Interest Period. The Applicable Spread for the duration of any Interest Period while the Bonds are in a SIFMA Index Mode shall be as determined by the Remarketing Agent on any Rate Determination Date pursuant to *paragraph (6)* of *Section 2.2E*, or pursuant to any function or scale determined by the Remarketing Agent, prior to the first day of such Interest Period, pursuant to *paragraph (4)* of *Section 2.2E*.

Approval Certificate means a written instrument from time to time executed by an Authorized Official in accordance with *Article II*.

Authorized Officials means any of the Mayor of the City, the City Manager of the City, the Assistant City Manager, the Deputy City Manager, and the City's Director of Financial Services.

Average Annual Debt Service Requirements means that average amount which, at the time of computation, will be required to pay the Debt Service Requirements of obligations when due and derived by dividing the total of such Debt Service Requirements by the number of years then remaining before final Stated Maturity. The calculation of Average Annual Debt Service Requirements shall be net of (1) capitalized interest from bond proceeds and (2) the receipt or anticipated receipt of a refundable tax credit or similar payment relating to a series of Junior Lien Obligations irrevocably designated as refundable tax credit bonds, which payment shall be treated as one offset to regularly scheduled debt service of the series of Junior Lien Obligations to which it relates.

Bank Bond means, as of any date, any Bond or portion thereof which has been purchased by a Liquidity Bank pursuant to *paragraph (2)* of *Section 2.5D* on or before such date, if on or before such date and subsequent to such purchase (1) such Bond or portion thereof has not been sold by the Holder thereof through the Remarketing Agent against payment of the Purchase Price therefor and (2) the Bank Bondholder of such Bond or portion thereof shall not have declined to sell such Bond or portion thereof on demand of the Remarketing Agent in accordance with the provisions of the applicable Liquidity Facility.

Bank Bond Register has the meaning stated in *Section 2.3*.

Bank Bondholder when used with respect to any Bank Bond means the person in whose name such Bank Bond is registered in the Bank Bond Register.

Bank Differential when used with respect to any Bank Bond (or portion thereof) as of any date means the difference, if positive, obtained by subtracting (1) interest accrued thereon to such date from the most recent Interest Payment Date to which interest on such Bond (or portion thereof) has been paid or duly provided for at the Daily Rate, Weekly Rate, Commercial Paper Rate, SIFMA Index Rate, or Term Rate applicable thereto from time to time in effect to such date, determined as if such Bond (or

portion thereof) were not a Bank Bond and such interest were not compounded from (2) all interest actually accrued on such Bank Bond (or portion thereof) from such Interest Payment Date to such date.

Bank Rate means, for each day of accrual, the rate defined as such in any Liquidity Facility which Liquidity Facility has been accepted by the Tender Agent pursuant to *Section 4.1C*, provided that the Paying Agent/Registrar shall have received an Opinion of Counsel to the effect that the accrual of interest on Bank Bonds at such different rate is authorized under Texas law and will not adversely affect any excludability of interest on any Bond from the gross income of the owner thereof for federal income tax purposes.

Bankruptcy Code means Title 11, United States Code, as now or hereafter constituted.

Bond Fund shall mean the special fund or account created and established by the provisions of *Section 5.2*.

Bonds means the CITY OF CORPUS CHRISTI, TEXAS UTILITY SYSTEM VARIABLE RATE JUNIOR LIEN REVENUE IMPROVEMENT BONDS, SERIES 2014B, dated _____, 2014, authorized by this Ordinance.

Book-Entry-Only Bond means any Bond registered in the name of the Securities Depository or its nominee.

Business Day for the Bonds or portions thereof means any day other than (1) a Saturday or a Sunday, (2) a legal holiday or the equivalent on which banking institutions generally are authorized or required to close in the Place of Payment or in the city in which is located the corporate trust office of the Paying Agent/Registrar or, on or before the first day of the Fixed Mode for such Bonds or portions thereof, the principal office of the Remarketing Agent or, while a Credit Facility is in effect, the office of the Credit Enhancer or of its agent at which drafts or demands for payment under the Credit Facility are to be presented or, while a Liquidity Facility is in effect, the office of any Liquidity Bank thereunder or of its agent at which drafts or demands for payment under the Liquidity Facility are to be presented, or (3) a day on which the New York Stock Exchange is closed.

Calculation Agent means a banking institution, financial institution, or other entity selected by the City to serve in such capacity under and to perform the duties described in this Ordinance, which may be the Paying Agent/Registrar or the Remarketing Agent and is, initially, the Paying Agent/Registrar.

Calculation Reset Date means, during a SIFMA Index Mode, the day immediately succeeding the SIFMA Determination Date (which shall generally mean each Thursday) or, if such day is not a Business Day, the immediately preceding Business Day (being the SIFMA Determination Date).

Capital Additions means a reservoir or other water storage facilities, a water or wastewater treatment plant or an interest therein, an electric generation facility and/or distribution system or an interest therein, a gas distribution system or an interest therein and associated transmission facilities with respect to each and any combination thereof, which shall become a part of the System.

Capital Improvements means any capital extensions, improvements and betterments to the System other than Capital Additions.

City means the City of Corpus Christi, Texas, and, where appropriate, the City Council of the City.

Closing Date means the date of physical delivery of the Initial Bonds in exchange for the payment in full by the Purchasers.

Code means the Internal Revenue Code of 1986, as amended and in force and effect on the Closing Date.

Commercial Paper Mode for any Bond or portion thereof means any period of time, determined in accordance with *Section 2.2C*, during which interest on such Bond or portion thereof (except when a Bank Bond) accrues at the Commercial Paper Rate therefor.

Commercial Paper Rate for any Bond or portion thereof has the meaning stated in *paragraph (f)* of the insert to the Bonds set forth in *Section 2.2B*, to be determined in accordance with *paragraph (3)* of *Section 2.2E*.

Credit Agreement means a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Debt, purchase or sale agreements, interest rate swap agreements, or commitments or other contracts or agreements authorized, recognized, and approved by the City as a Credit Agreement in connection with the authorization, issuance, security, or payment of any obligation authorized by Chapter 1371, and which includes any Credit Facility or Liquidity Facility.

Credit Enhancer means the obligor on the Credit Facility, if any, and such obligor's successors in such capacity and assigns.

Credit Enhancer Default means the occurrence and continuance of one or more of the following events: (1) wrongful dishonor of any demand or claim made under a Credit Facility, (2) the issuance, under the applicable laws of any state, of an order of rehabilitation, liquidation, or dissolution of the Credit Enhancer; (3) the commencement by the Credit Enhancer of a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect including, without limitation, the appointment of a Paying Agent/Registrar, receiver, liquidator, custodian, or other similar official for itself or any substantial part of its property; (4) the consent by the Credit Enhancer to any relief referred to in the preceding *Clause (3)* in an involuntary case or other proceeding commenced against it; (5) the making by the Credit Enhancer of an assignment for the benefit of creditors; (6) the failure of the Credit Enhancer generally to pay its debts or claims when due; or (7) the initiation by the Credit Enhancer of any action to authorize any of the foregoing.

Credit Facility means any obligation accepted by the Paying Agent/Registrar pursuant to *Section 4.2K* and then in effect, if any, including all endorsements, amendments, and extensions thereof. There shall initially be no Credit Facility.

Credit Provider means any bank, financial institution, insurance company, surety bond provider, or other institution which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement or Credit Facility.

Daily Mode for any Bond or portion thereof means any period of time, determined in accordance with *Section 2.2C*, during which interest on such Bond or portion thereof (except when a Bank Bond) accrues at the Daily Rate therefor.

Daily Rate has the meaning stated in *paragraph (c)* of the insert to the Bonds set forth in *Section 2.2B*, to be determined in accordance with *paragraph (1)* of *Section 2.2E*.

Debt means (1) all indebtedness payable from Net Revenues and/or Junior Lien Pledged Revenues incurred or assumed by the City for borrowed money (including indebtedness payable from Net Revenues and/or Junior Lien Pledged Revenues arising under Credit Agreements) and all other financing obligations of the System payable from Net Revenues and/or Junior Lien Pledged Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and (2) all other indebtedness payable from Junior Lien Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise. For the purpose of determining *Debt*, there shall be excluded any particular Debt if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

Debt Service Requirements means, 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 City 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 calculated by assuming (i) that the interest rate for every 12-month period on such bonds is equal to the rate of interest reported in the most recently published edition of *The Bond Buyer* (or its successor) at the time of calculation as the “Revenue Bond Index” or, if such Revenue Bond Index is no longer being maintained by *The Bond Buyer* (or its successor) at the time of calculation, such interest rate shall be assumed to be 80% of the rate of interest then being paid on United States Treasury obligations of like maturity and (ii) that, in the case of bonds not subject to fixed scheduled mandatory sinking fund redemptions, that the principal of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds or in the manner permitted under Section 1371.057(c), as amended, Texas Government Code as the same relates to interim or non-permanent indebtedness, and in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity according to a fixed schedule, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto (in each case notwithstanding any contingent obligation to redeem bonds more rapidly). For the term of any Credit Agreement in the form of an interest rate hedge agreement entered into in connection with any such obligations, Debt Service Requirements shall be computed by netting the amounts payable to the City under such hedge agreement from the amounts payable by the City under such hedge agreement and such obligations.

Depository means an official depository bank of the City.

DTC Participant means those broker-dealers, banks, and other financial institutions reflected on the books of the Securities Depository.

Eligible Bonds has the meaning stated in any Liquidity Facility or, if not defined in such Liquidity Facility, means the Bonds or portions thereof for which the Liquidity Bank is obligated to pay the Purchase Price when such Bonds or portions are tendered or deemed tendered for purchase in accordance with *Section 2.5C*.

Engineer means an individual, firm, or corporation engaged in the engineering profession, being a registered professional engineer under the laws of the State of Texas, having specific experience with respect to a combined municipal utility system similar to the System and such individual, firm, or corporation may be employed by, or may be an employee of, the City.

Federal Contract means Contract No. 6-07-01-X0675 entered into by an among the United States of America, the City and the Nueces River Authority, dated June 30, 1976, and amended on June 16, 1980, with respect to the Nueces River Reclamation Project, pursuant to which the City has pledged the revenues of its waterworks system in support of the payment obligations of the City under the Federal Contract, subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the Priority Bonds, the lien thereon and pledge thereof securing the payment of the Junior Lien Obligations, as a result of such Net Revenues being included as Junior Lien Pledged Revenues, and the lien thereon and pledge thereof securing the payment of the Subordinate Lien Obligations.

Fiscal Year means the twelve month accounting period used by the City in connection with the operation of the System, which may be any twelve consecutive month period established by the City, presently being that period commencing on October 1 and ending on the following September 30.

Fitch means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **Fitch** shall mean any other nationally recognized securities rating agency designated by the City and acceptable to the Credit Enhancer, if any.

Fixed Mode for any Bond or portion thereof means any period of time, determined in accordance with *Section 2.2C*, during which interest on such Bond or portion thereof accrues at the Fixed Rate therefor.

Fixed Rate has the meaning stated in *paragraph (i)* of the insert to the Bonds set forth in *Section 2.2B*, determined in accordance with *paragraph (5)* of *Section 2.2E*.

Government Securities shall mean (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (2) 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; (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (4) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

Gross Revenues means all revenues, income, and receipts derived or received by the City from the operation and ownership of the System, including the interest income from the investment or deposit of money in any Fund created or confirmed by this Ordinance or maintained by the City in connection with the System, other than those amounts subject to payment to the United States of America as rebate pursuant to section 148 of the Code.

Holder or Holders means the registered owner, whose name appears in the Security Register, for any Bond, subject to *Section 4.2H*.

Ineligible Owner of Bonds means (1) the City, (2) any person (whether for-profit or not-for-profit) which controls or is controlled by or is under common control with the City, and (3) any person who owns such Bonds on behalf or for the benefit or account of the City or a person described in the preceding *Clause (2)*. For purposes of this definition, a person controls another person when the first person possesses or exercises, directly or indirectly through one or more other affiliates or related entities, the power to direct the management and policies of the other person, whether through the ownership of voting rights, membership, the power to appoint members, trustees, or directors, by contract, or otherwise.

Inferior Lien Obligations means (1) the Previously Issued Inferior Lien Obligations, (2) any Additional Inferior Lien Obligations, and (3) any obligations issued to refund the foregoing payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues, as determined by the City Council in accordance with any applicable law.

Initial Bond has the meaning stated in *Section 2.8*.

Interest Mode means any Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, Term Mode, or Fixed Mode.

Interest Payment Date for any Bond or portion thereof means the date specified in such Bond as a fixed date on which interest on such Bond or portion is due and payable.

Interest Period for any Bond or portion thereof means the period of time from and including the Closing Date or any Rate Adjustment Date for such Bond or portion thereof, as applicable, to but excluding the next succeeding Rate Adjustment Date for, or the date of Maturity of, such Bond or portion thereof, as applicable.

Junior Lien Obligations means (i) the Previously Issued Junior Lien Obligations, (ii) any Additional Junior Lien Obligations, and (iii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured solely by a lien on and pledge of the Junior Lien Pledged Revenues, which includes a lien on and pledge of Net Revenues that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds, but senior and superior to the lien thereon and pledge thereof securing the repayment of the Subordinate Lien Obligations and the Inferior Lien Obligations, as determined by the City Council in accordance with applicable law.

Junior Lien Pledged Revenues means (1) the Net Revenues that remain after payment of all amounts, and funding of all funds, relating to any Priority Bonds, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Bonds, and at the City's discretion, any Additional Junior Lien Obligations, and excluding those revenues excluded from Gross Revenues.

Liquidity Bank means the obligor on the Liquidity Facility, if any, and its successors in such capacity and assigns permitted by the terms thereof.

Liquidity Facility means any obligation accepted by the Tender Agent pursuant to *Section 4.1C* and then in effect, and any amendments and extensions thereof so accepted. Initially, there shall be no Liquidity Facility.

Market Rate means the rate determined on any Rate Determination Date pursuant to *paragraph (6) of Section 2.2E*.

Maturity when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration (to the extent acceleration is a permitted remedy) or call for redemption or otherwise, but does not include payment of the portion of the Purchase Price corresponding to principal of such Bond pursuant to *Section 2.5*.

Maximum Rate for any Interest Period for Bonds means the lesser of (a) 15% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Texas Government Code, Section 1204.006, as amended, or the maximum net effective interest rate permitted by applicable law at the time of issuance of the Bonds or the maximum nonusurious rate of interest permitted to be charged by the Liquidity Bank by applicable federal or Texas law (whichever shall permit the higher lawful rate) from time to time in effect.

Moody's means Moody's Investors Services, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **Moody's** shall be deemed to refer to any other nationally recognized Rating Service designated by the City and acceptable to the Credit Enhancer, if any.

Net Revenues means Gross Revenues less Operating Expenses.

Operating Expenses means the expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City, reasonably and fairly exercised by the passage of appropriate ordinances, are necessary to render adequate service, or such as might be necessary to meet some physical accident or condition which would otherwise impair any Priority Bonds, Junior Lien Obligations, Subordinate Lien Obligations, Inferior Lien Obligations, or other Debt of the System. Operating Expenses shall include the purchase of water, sewer and gas services as received from other entities and the expenses related thereto, and, to the extent permitted by law, Operating Expenses may include payments made on or in respect of obtaining and maintaining any Credit Facility. Operating Expenses shall never include any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Bonds or any Debt.

Opinion of Counsel means a written opinion of counsel who may (except as otherwise expressly provided in this Ordinance) be counsel for one or more of the City, the Credit Enhancer, or the Liquidity Bank and, when given with respect to the status of interest on any Bond under federal income tax law, shall be counsel of nationally recognized standing in the field of municipal bond law and, when given with respect to any matter under the Bankruptcy Code, shall be counsel of nationally recognized standing in the field of bankruptcy law.

Ordinance means this ordinance adopted by the City Council.

Outstanding means when used in this Ordinance with respect to all Debt means, as of the date of determination, all Debt except:

(1) those Priority Bonds, Junior Lien Obligations, Subordinate Lien Obligations, and Inferior Lien Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Priority Bonds, Junior Lien Obligations, Subordinate Lien Obligations, and Inferior Lien Obligations for which payment has been duly provided by the City in accordance with the provisions of *Section 4.4* by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to Maturity; *provided* that, (a) if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived, (b) if such Bonds are in a Daily Mode or Weekly Mode, such Bonds are to be redeemed within 30 days after such deposit, and if such Bonds are in a Commercial Paper Mode, SIFMA Index Mode, or Term Mode, such Bonds or portions thereof are to be redeemed on the next Rate Adjustment Date therefor, and (c) unless the interest rate or rates on such Bonds is fixed to the date of stated maturity or early redemption, or the City has assumed that such Bonds shall bear interest at the Maximum Rate to such date or dates of stated maturity or early redemption, the Paying Agent/Registrar shall have received written confirmation from each Rating Agency that no rating assigned by it to the Bonds will be withdrawn or reduced as a result of such Bonds no longer being Outstanding; and

(3) those Priority Bonds, Junior Lien Obligations, Subordinate Lien Obligations, and Inferior Lien Obligations that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in *Section 2.11* of this Ordinance.

Paying Agent/Registrar means the financial institution specified in *Section 2.3* or its herein permitted successors and assigns.

Payment Default has the meaning stated in *paragraph (n)(v)* of the insert to the Bonds set forth in *Section 2.2B*. A Payment Default shall exist if it shall have occurred and be continuing.

Place of Payment for Bonds means the city in which is located the office designated by the Paying Agent/Registrar at which principal of the Bonds shall be paid at Maturity or earlier redemption.

Predecessor Bond has the meaning stated in *Section 2.7H*.

Previously Issued Inferior Lien Obligations means the Federal Contract.

Previously Issued Junior Lien Obligations means, as of the Closing Date (i) the Outstanding and unpaid obligations of the City that are payable solely from and equally and ratably secured by a lien on and pledge of the Junior Lien Pledged Revenues which includes a lien on and pledge of Net Revenues of the System that is junior and inferior to the lien thereon and pledge thereof securing the Priority Bonds but superior to the lien thereon and pledge thereof securing the Subordinate Lien Obligations and Inferior Lien Obligations, identified as follows:

(1) “City of Corpus Christi, Texas Utility System Junior Lien Revenue Improvement Bonds, Series 2012”, dated November 15, 2012, in the original principal amount of \$69,085,000;

(2) “City of Corpus Christi, Texas Utility System Junior Lien Revenue and Refunding Bonds, Series 2012”, dated November 15, 2012, in the original principal amount of \$155,660,000;

(3) “City of Corpus Christi, Texas Utility System Junior Lien Revenue Improvement Bonds, Series 2013”, dated November 1, 2013, in the original principal amount of \$97,930,000;

(4) Upon issuance, the Bonds; and

(5) Upon issuance, the Series 2014A Bonds.

Previously Issued Priority Bonds means, as of the Closing Date (i) the Outstanding and unpaid obligations of the City that are payable solely from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System, identified as follows:

(1) “City of Corpus Christi, Texas Utility System Revenue Refunding Bonds, Series 2003”, dated May 15, 2003, in the original principal amount of \$28,870,000;

(2) “City of Corpus Christi, Texas Utility System Revenue Refunding and Improvement Bonds, Series 2004”, dated August 15, 2004, in the original principal amount of \$50,000,000;

(3) “City of Corpus Christi, Texas Utility System Revenue Refunding Bonds, Series 2005”, dated January 1, 2005, in the original principal amount of \$70,390,000;

(4) “City of Corpus Christi, Texas Utility System Revenue Refunding Bonds, Series 2005A”, dated October 1, 2005, in the original principal amount of \$68,325,000;

(5) “City of Corpus Christi, Texas Utility System Revenue Refunding and Improvement Bonds, Series 2006”, dated October 1, 2006, in the original principal amount of \$84,415,000;

(6) “City of Corpus Christi, Texas Utility System Revenue Improvement Bonds, Series 2009”, dated March 1, 2009, in the original principal amount of \$96,490,000;

(7) “City of Corpus Christi, Texas Utility System Revenue Improvement Bonds, Series 2010”, dated March 1, 2010, in the original principal amount of \$8,000,000;

(8) “City of Corpus Christi, Texas Utility System Revenue Improvement Bonds, Taxable Series 2010 (Direct Subsidy-Build America Bonds)”, dated July 1, 2010, in the original principal amount of \$60,625,000;

(9) “City of Corpus Christi, Texas Utility System Revenue Improvement Bonds, Series 2010A”, dated July 1, 2010, in the original principal amount of \$14,375,000; and

(10) “City of Corpus Christi, Texas Utility System Revenue Improvement Bonds, Series 2012”, dated April 1, 2012, in the original principal amount of \$52,500,000.

Previously Issued Subordinate Lien Obligations means the Series 2007 Certificates of Obligation.

Priority Bonds means the Previously Issued Priority Bonds and any Additional Priority Bonds hereafter issued, such obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System, as determined by the City Council in accordance with any applicable law.

Prudent Utility Practice means any of the practices, methods and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act at the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In the case of any facility included in the System which is owned in common with one or more other entities, the term “Prudent Utility Practice”, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

Purchase Date, when used with respect to any Bond or portion thereof, means the date upon which the Paying Agent/Registrar is obligated to effect the purchase of such Bond or portion thereof on the terms described in *Section 2.5A*.

Purchase Fund means the fund of the Tender Agent so defined in *Section 2.5C*.

Purchase Price of any Bond (or portion thereof) required to be purchased pursuant to the terms of *Section 2.5A* means an amount equal to 100% of the principal amount of such Bond (or portion thereof), plus interest, if any, accrued thereon (excluding the Bank Differential, if any, therefor) to the Purchase Date from the most recent Interest Payment Date therefor to which interest thereon has been paid or duly provided for.

Purchasers shall mean the initial purchaser of the Bonds named in *Section 2.12* of this Ordinance.

Rate Adjustment Date for any Bond or portion thereof means (i) each day on which such Bond or portion will, unless a Bank Bond, begin to bear interest at a new Daily Rate, Weekly Rate, Commercial Paper Rate, Term Rate, or Fixed Rate determined in accordance with *paragraph (6) of Section 2.2E*, whether or not such rate is different from the interest rate previously in effect on the Bonds and (ii) the first Business Day of each Interest Period for such Bond or portion thereof in a SIFMA Index Mode.

Rate Determination Date for any Bond or portion thereof means each date on which the Remarketing Agent is, pursuant to *paragraph (6) of Section 2.2E*, required to make a determination of the Daily Rate, Weekly Rate, Commercial Paper Rate, Term Rate, or Fixed Rate to be borne by such Bond or portion thereof, or the Applicable Spread for the Bonds in a SIFMA Index Mode (or function as the Remarketing Agent when determining the Applicable Spread) to be effective on the first day of an Interest Period for such Bond or portion thereof pursuant to *paragraph (4) of Section 2.2E*.

Rating Service means each nationally recognized securities rating service which at the time has a credit rating assigned to the Bonds.

Record Date has the meaning stated in *Section 2.2B*.

Remarketing Agent means, initially, _____ and, thereafter, the party selected from time to time by the City to serve as the remarketing agent for the Bonds while the Bonds are Outstanding in a Variable Rate Mode pursuant to *Section 2.5G*.

Remarketing Agreement means the Remarketing Agreement, in substantially the form attached hereto as Exhibit G, between the City and the initial Remarketing Agent and any similar agreement hereafter entered into between the City and a subsequent Remarketing Agent pertaining to the Bonds.

S&P means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **S&P** shall be deemed to refer to any other nationally recognized securities rating agency designated by the City and acceptable to the Credit Enhancer, if any.

Securities Depository means The Depository Trust Company or any successor person appointed by ordinance of the City Council to act as Holder of the Bonds, directly or through a nominee, to maintain a system for recording and transferring beneficial interests in such Bonds and distributing payments thereon and notices in respect thereof.

Security Register has the meaning stated in *Section 2.3*.

Series 2007 Certificates of Obligation means the City's "Combination Tax and Utility System Revenue Certificates of Obligation, Series 2007", dated March 1, 2007, in the original principal amount of \$6,985,000, being the only series of Subordinate Lien Obligations currently Outstanding.

Series 2014A Bonds means the "City of Corpus Christi, Texas Utility System Junior Lien Revenue Improvement Bonds, Series 2014A" issued by the City concurrently with its issuance of the Bonds but pursuant to a separate City ordinance adopted on June 17, 2014, in an aggregate principal amount (when combined with the principal amount of the Bonds) not to exceed \$155,000,000.

SIFMA Determination Date means Wednesday of each week or, if Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day.

SIFMA Index for any day means the level of the most recently effective index rate which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on each SIFMA Determination Date. If such index is no longer published, the *SIFMA Index* for any day will mean the level of the most recently effective *S&P Municipal Bond 7-Day High Grade Rate Index* maintained by Standard & Poor's Securities Evaluations Inc. for a 7-day maturity as published on the day which is one U.S. Government Securities Business Day immediately preceding the effective date of such index. The effective date for each such index is every Thursday (or any other day specified by the Securities Industry and Financial Markets Association, in the case of the first such index), or if any Thursday is not a U.S. Government Securities Business Day, the next preceding U.S. Government Securities Business Day. If neither such index is available, the *SIFMA Index* for a day will be the alternate index for such day identified at the time of conversion of the Bonds or portion thereof to the SIFMA Index Mode.

SIFMA Index Mode for any Bond or portion thereof means any period of time, determined in accordance with *Section 2.2C* during which interest on such Bond or portion thereof (except when a Bank Bond) accrues at a SIFMA Index Rate therefor.

SIFMA Index Rate has the meaning stated in *paragraph (e)* of the insert to the Bonds set forth in *Section 2.2B*, determined from time to time by adding the Applicable Spread (determined in accordance with *paragraph (4)* of *Section 2.2E*) to the SIFMA Index, as calculated and recalculated by the Calculation Agent (and effective with respect to the Bonds bearing interest in a SIFMA Index Mode and prior to the imposition of any Stepped Rate) on each Calculation Reset Date.

Special Payment Date has the meaning stated in *Section 2.3*.

Special Project means, to the extent permitted by law, any water, sewer, wastewater reuse, or municipal drainage system property, improvement, or facility declared by the City, upon the recommendation of the City, not to be part of the System, for which the costs of acquisition, construction, and installation are paid from proceeds of Special Project Bonds (as hereinafter defined) being a financing transaction other than the issuance of bonds payable from ad valorem taxes, Net Revenues, or Junior Lien Pledged Revenues, and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Net Revenues, or Junior Lien Pledged Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction, and installation under such Special Project Bonds.

Special Record Date has the meaning stated in *Section 2.3*.

Stated Maturity has the meaning stated in *Section 2.2A*.

Stepped Rate means, with respect to Bonds in a SIFMA Index Mode or a Term Mode, the interest rate applicable to such Bonds upon the conclusion of the then-applicable Interest Period and there has occurred a failed remarketing of all or a portion of the affected Bonds, which Stepped Rate shall be determined by the Purchasers or the Remarketing Agent (as applicable), and agreed upon by the City, and evidenced in the Approval Certificate concerning the Bonds and such then-applicable Interest Period (but shall never exceed the Maximum Rate).

Subordinate Lien Obligations means (1) the Previously Issued Subordinate Lien Obligations, (2) any Additional Subordinate Lien Obligations, and (3) any obligations issued to refund the foregoing payable and equally and ratably secured from a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the Priority Bonds and the Junior Lien Obligations but superior to the lien thereon and pledge thereof securing the payment of the Inferior Lien Obligations, as determined by the City Council in accordance with any applicable law.

System means and include, whether now existing or hereinafter added (including additions made from time to time in accordance with the provisions of the City ordinances authorizing the issuance of the Outstanding Priority Bonds), the City's existing combined waterworks system, wastewater disposal system and gas system, together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law (and to be added at the sole discretion of the City), storm sewer and drainage within the waterworks system, solid waste disposal system, additional utility (including electricity), telecommunications, technology, and any other similar enterprise services, and all replacements, additions, and improvements to any of the foregoing, within or without the City limits; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted

by law, the term System shall not include any waterworks, wastewater or gas facilities which are declared by the City to be a Special Project and not a part of the System and which are hereafter acquired or constructed by the City with the proceeds from the issuance of “Special Project Bonds”, which are hereby defined as being special revenue obligations of the City which are not secured by or payable from all or part of the Net Revenues and/or Junior Lien Pledged Revenues, but which are secured by and payable solely from special contract revenues, or payments received from the City or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such “Special Project Bonds”.

Tender Agent shall mean, initially, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto, being a financial institution performing the duties specified in *Section 2.5H*.

Tender Agent Agreement shall mean the Tender Agent Agreement, dated as of June 17, 2014, between the City and the Tender Agent and in substantially the form attached hereto as Exhibit B, pertaining to the Bonds or any similar agreement entered into from time to time with any successor Tender Agent.

Term Mode for any Bond or portion thereof means any period of time, determined in accordance *Section 2.2C*, during which interest on such Bond or portion thereof (except when a Bank Bond) accrues at the Term Rate therefor.

Term Rate for any Bond or portion thereof has the meaning stated in with *paragraph (g)* of the insert to the Bonds set forth in *Section 2.2B*, to be determined in accordance with *paragraph (5)* of *Section 2.2E*.

Untendered Bonds has the meaning stated in *Section 2.5F*.

U.S. Government Securities Business Day means any day except for a Saturday, a Sunday, or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Variable Rate Mode means the Bonds bearing interest in any interest rate mode other than a Fixed Mode.

Weekly Mode for any Bond means any period of time, determined in accordance with *Section 2.2C*, during which interest on such Bond or portion thereof (except when a Bank Bond) accrues at the Weekly Rate therefor.

Weekly Rate has the meaning stated in *paragraph (d)* of the insert to the Bonds set forth in *Section 2.2B*, to be determined in accordance with *paragraph 2* of *Section 2.2E*.

ARTICLE II THE BONDS

SECTION 2.1. *Authorization.*

Revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$_____), to be designated and bear the title of CITY OF CORPUS CHRISTI, TEXAS UTILITY SYSTEM VARIABLE RATE JUNIOR LIEN REVENUE IMPROVEMENT BONDS, SERIES 2014B (the *Bonds*), pursuant to this ordinance adopted by the City Council (the *Ordinance*) for the purpose of (i) acquiring, purchasing, constructing, improving, repairing, extending, enlarging, equipping and renovating the System and (ii) paying the costs of issuing the Bonds. The Bonds shall be payable from and equally and ratably secured solely by a lien on and pledge of the Junior Lien Pledged Revenues, which includes a lien on and pledge of Net Revenues that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds, but senior and superior to the lien thereon and pledge thereof securing the repayment of the Subordinate Lien Obligations and the Inferior Lien Obligations. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly, the Act, the City's Home Rule Charter, and this Ordinance.

As authorized by Chapter 1371, each Authorized Official is hereby authorized, appointed, and designated as the officers of the City authorized to individually act on behalf of the City in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Ordinance, including approval of the aggregate principal amount of each maturity of the Bonds, the rate or rates of interest to be borne on the principal amount of the Bonds, the length of the initial Interest Period (as the same relates to one or more Bonds), or initial Interest Periods (as is the case if the Bonds are structured as one or more term Bonds having initial Interest Periods of different durations and bearing interest at different applicable interest rates during each of such initial Interest Periods), the redemption provisions therefor, the Dated Date therefor, the further designation of the Bonds by series and by year, the identity of the Purchasers (which may include a syndicate of underwriters and the identification by an Authorized Official of the duties of such syndicate members) selected from the City's pool of approved underwriters, and the Stepped Rate (provided that such Stepped Rate shall not exceed the highest lawful rate per annum at such time permitted under applicable law, currently being 15%). Each Authorized Official, acting for and on behalf of the City, is authorized to execute the Approval Certificate attached hereto as Schedule I evidencing the final terms of the Bonds and the sale date of the Bonds to the Purchasers. The Bonds shall be issued in the principal amount, when combined with the principal amount of the Series 2014A Bonds, not to exceed \$155,000,000; the maximum maturity of the Bonds will be [July __], 2054; and (i) with respect to any Bonds delivered (whether initially or by virtue of remarketing) in a SIFMA Index Mode, the Applicable Spread to the SIFMA Index for use in calculating the SIFMA Index Rate that is applicable to such Bonds during any initial Interest Period (as the same may relate to one or more Bonds, as applicable and as determined by an Authorized Official) shall not exceed 200 basis points and (ii) with respect to any Bonds delivered (whether initially or by virtue of remarketing) in a Term Mode, the per annum rate of interest applicable to such Bonds during any initial Interest Period (as the same may relate to one or more Bonds, as applicable and as determined by an Authorized Official) shall not exceed 7.00%. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Ordinance to reflect such final terms of sale of the Bonds, as evidenced in the Approval Certificate.

SECTION 2.2. Terms.

A. Denominations; Date; Stated Maturity. The Bonds shall be issuable in fully registered form only in denominations of \$5,000 or any integral multiple thereof while such Bonds are in a SIFMA Index Mode, Term Mode, or Fixed Mode, and \$100,000 or any integral multiple of \$5,000 in excess thereof when the Bonds are in a Daily Mode, Weekly Mode, or Commercial Paper Mode. The Bonds shall be dated the date of their authentication and delivery (except for the Initial Bond, as provided in *Section 2.8*). The Bonds shall become due and payable on [July __, 20__] (herein referred to as the *Stated Maturity*).

B. Interest. The Bonds shall be initially issued in a Term Mode and shall bear interest from the Closing Date (anticipated to occur on or about _____, 2014) or the other dates, and at the rates and payable on the Interest Payment Dates, described in the following text, *which shall be inserted in the Bonds at the place indicated in the form of Bond set forth in Section 3.2:*

“The interest payable, and punctually paid or duly provided for, on any Interest Payment Date herefor will, as provided in the Ordinance herein referred to, be paid to the person in whose name this Bond (or one or more Predecessor Bonds representing the same debt) is registered at the end of the day on the Record Date for such interest specified herein[, *except that the difference (herein referred to as the Bank Differential) between the total of such interest on this Bond or any portion hereof and the amount of such interest accrued thereon at the Daily Rate, Weekly Rate, Commercial Paper Rate, SIFMA Index Rate, or Term Rate (if there then exists a valid and effective Credit Agreement, as defined herein, applicable hereto during the period during which such interest accrued, determined as if this Bond or such portion were not a Bank Bond (as defined in the Ordinance) and such interest were not compounded, will be paid to the person in whose name the beneficial ownership of this Bond or such portion is registered on the Bank Bond Register (as defined in the Ordinance) on the Record Date for such difference*].* Any such interest otherwise so payable to the Holder on such Record Date which is not so punctually paid or duly provided for within 30 days of the due date therefor shall forthwith cease to be payable to the Holder on such Record Date, and may be paid to the person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent/Registrar, notice thereof being given to Bondholders not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner, all as more fully provided in said Ordinance. All such interest shall be payable at the Place of Payment and shall be paid by check or draft mailed to the address of such person specified in the Security Register or pursuant to other arrangements made by (and at the risk and expense of) such person and acceptable to the Paying Agent/Registrar, *except that, if the registered owner hereof is the Securities Depository, as defined in the Ordinance referred to herein, and upon the written request of any other Holder of not less than \$1,000,000 aggregate principal amount of Bonds provided to such Paying Agent/Registrar not less than 15 days prior to (or, if the Interest Period (hereinafter defined) for this Bond immediately preceding such Interest Payment Date is less than 16 days in duration, then not later than the last Business Day preceding) the relevant Interest Payment Date, interest due on any Interest Payment Date herefor shall be made by federal funds wire transfer to any designated account within the United States of America.*

“(a) **Interest Generally.** During the period from and including the first day of each Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, Term Mode, and Fixed Mode (each herein referred to as an *Interest Mode*) for this Bond or any portion hereof described below to and

* Bracketed phrase may be omitted from any Bond authenticated on or after the first day of the Fixed Mode for such Bond.

excluding the first day of the next Interest Mode therefor designated by the City, the principal of this Bond (or such portion) shall, *except* when a Bank Bond (as defined in the Ordinance) and *subject* to the provisions of *paragraph (m)* below, bear interest at the corresponding Daily Rate, Weekly Rate, Commercial Paper Rate, SIFMA Index Rate, Term Rate, Stepped Rate, or Fixed Rate, respectively, established as described below. Interest accrued hereon (i) at a Daily Rate, Weekly Rate, Commercial Paper Rate, SIFMA Index Rate, Stepped Rate, or Bank Rate shall be computed on the basis of a 365- or 366-day year, as applicable, for actual days elapsed, and (ii) at a Term Rate or Fixed Rate shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon or on any portion hereof shall accrue from and including the later of the Closing Date (with respect to the initial Interest Period) and, thereafter, the Bond Date then-applicable or the most recent Interest Payment Date therefor to which interest has been paid or duly provided for.

“(b) Establishment of Interest Modes and Interest Periods. From the Closing Date (with respect to the initial Interest Period) and, thereafter, the Bond Date specified above through the day preceding the first day of any Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, or Fixed Mode for this Bond or any portion hereof established in accordance with the provisions of the Ordinance, this Bond shall be in a Mode. As provided in the Ordinance and subject to certain conditions therein set forth, the Interest Mode for this Bond or any portion hereof then in effect may, at the election of the City, be changed to a Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, or Fixed Mode, or to a Term Mode with an Interest Period of different duration from that which applies to the prior Term Mode, on, but only on, (i) a Business Day, if a Daily Mode or Weekly Mode is then in effect therefor, (ii) an Interest Payment Date for interest accrued thereon during a Commercial Paper Mode, and (iii) if a SIFMA Index Mode or a Term Mode is then in effect therefor, then on any Business Day on which this Bond or such portion may be redeemed at the option of the City, *if* (except in the case of a change between any two of a Daily Mode, Weekly Mode, Commercial Paper Mode, or SIFMA Index Mode or Term Mode with Interest Periods of one year or less) in the Opinion of Counsel of nationally recognized standing in the field of municipal bond law delivered to the City on the day for such change in Interest Mode such change will not adversely affect any exclusion of interest on any Bond from gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. As provided in the Ordinance and subject to certain conditions therein set forth, the duration of each Interest Period during a Commercial Paper Mode for this Bond or any portion hereof shall be determined by the Remarketing Agent for the Bonds not later than the time for determination of the Commercial Paper Rate for such Interest Period.

“(c) Daily Rate. On each day during which this Bond or any portion hereof is in a Daily Mode and except as provided in *paragraph (m)* below, this Bond or such portion will bear interest at the *Daily Rate* for such day, which shall be the least of (i) the Maximum Rate, (ii) the per annum rate of interest, if any, specified in the Liquidity Facility then in effect under the Ordinance as the rate at which money available to be paid thereunder to pay interest on the Bonds in such Interest Mode has been computed, or (iii) a variable per annum rate of interest equal to the Market Rate therefor determined as hereinafter described by 10:00 a.m., New York, New York time, on such day or, if such day is not a business day for the Remarketing Agent, on the business day for the Remarketing Agent immediately preceding such business day (each such day referred to herein as a *Rate Determination Date*). Interest accrued on this Bond or any portion hereof while it is in a Daily Mode shall be payable on the first Business Day of each month and on the Business Day immediately succeeding the last day of such Daily Mode, and the Record Date for such interest shall be the immediately preceding day (whether or not a Business Day) and in the case of Bank Bonds (as defined in the Ordinance) as provided in *paragraph (m)* below.

“(d) **Weekly Rate.** On each day during which this Bond or any portion hereof is in a Weekly Mode and except as provided in *paragraph (m)* below, this Bond or such portion shall bear interest at the *Weekly Rate*, which shall be the least of (i) the Maximum Rate, (ii) the per annum rate of interest, if any, specified in the Liquidity Facility then in effect under the Ordinance as the rate at which money available to be drawn thereunder to pay interest on the Bonds in such Interest Mode has been computed, or (iii) the variable per annum rate of interest established on or before such day in accordance with the provisions of this *paragraph (d)* for the one-week period commencing on the Thursday on or before the day of accrual and ending on the Wednesday on or succeeding such day of accrual. Such variable rate is a per annum rate of interest equal to the Market Rate therefor determined as hereinafter described by 4:00 p.m., New York, New York time on the last business day for the Remarketing Agent before the commencement of such Weekly Mode and before each succeeding Thursday (or on such Thursday, if it is such a business day and the preceding day is not such a business day, or on such other day as may be specified by such Remarketing Agent after notice to the City and the Bondholders) thereafter (each such day referred to herein as a *Rate Determination Date*). Interest accrued on this Bond or any portion hereof while it is in a Weekly Mode shall be payable on the first Business Day of each month and on the Business Day immediately succeeding the last day of such Weekly Mode, and the Record Date for such interest shall be the immediately preceding day (whether or not a Business Day) and in the case of Bank Bonds (as defined in the Ordinance) as provided in *paragraph (m)* below.

“(e) **SIFMA Index Rate.** On each day during an Interest Period during which this Bond or any portion hereof is in a SIFMA Index Mode (and except as provided in *paragraph (m)* below), this Bond or such portion will bear interest at the *SIFMA Index Rate*, which shall be the lesser of (i) the Maximum Rate per annum, (ii) if there then exists a Liquidity Facility relating to the Bonds and such Liquidity Facility extends for the term of such Interest Period, the per annum rate of interest, if any, specified in the Liquidity Facility as the rate at which money available to be drawn thereunder to pay interest on the Bonds in such SIFMA Index Mode has been computed, or (iii) as applicable:

(1) **Normal Rate:** except as provided in *Clause (ii)* of this paragraph, the Applicable Spread for such SIFMA Index Period plus the SIFMA Index for such day, in either case, rounded upward to the fifth decimal place, as calculated and recalculated by the Calculation Agent and effective with respect to this Bond on each Calculation Reset Date;

(2) **Stepped Rate:** a per annum rate, determined in accordance with *paragraph (k)*, following each Interest Period, until the Purchase Price of such Bond or such portion has been paid to the Holder on or after the Business Day immediately succeeding such Interest Period (as further described and provided in *paragraph (h)*).

The Applicable Spread to be used to calculate the Normal Rate shall be the Applicable Spread identified in the Approval Certificate relating to the Bonds in the initial or subsequent Interest Period, as applicable, referred to in the Ordinance, initially applicable or as most recently determined as described in *paragraph (j)* on (A) any date designated by the Remarketing Agent which is not more than 35 days preceding nor later than the last business day for such Remarketing Agent preceding such Interest Period and (B) if there are any Bank Bonds (as defined in the Ordinance) in such SIFMA Index Mode at the close of business on the first day of such Interest Period, again on any later date in such Interest Period specified in the Ordinance until there are no Bank Bonds in such SIFMA Index Mode during such Interest Period (each such date herein referred to as a *Rate Determination Date*). Interest accrued on this Bond or any portion hereof while it is in a SIFMA Index Mode shall be payable on the first Business Day of each month and on the Business Day immediately succeeding the last day of each Interest Period, and the Record Date for such interest shall be the immediately preceding day (whether or not a Business Day), and in the case of Bank Bonds, (as defined in the Ordinance) as provided in *paragraph (m)* below.

“(f) Commercial Paper Rate. On each day during each Interest Period (established in accordance with the provisions of the Ordinance) during which this Bond or any portion hereof is in a Commercial Paper Mode and except as provided in *paragraph (m)* below, this Bond or such portion will bear interest at the *Commercial Paper Rate* therefor, which shall be the least of (i) the Maximum Rate per annum, (ii) the per annum rate of interest, if any, specified in the Liquidity Facility as the rate at which money available to be drawn thereunder to pay interest on the Bonds in such Interest Mode has been computed, or (iii) the fixed per annum rate of interest equal to the Market Rate therefor determined as hereinafter described by 12:30 p.m., New York, New York time, on or before the first business day for the Remarketing Agent in such Interest Period (herein referred to as a *Rate Determination Date*). Interest accrued on this Bond or any portion hereof during each such Interest Period shall be payable on the first Business Day following such Interest Period, the Record Date for which shall be the immediately preceding day (whether or not a Business Day), and in the case of Bank Bonds (as defined in the Ordinance) as provided in *paragraph (m)* below.

“(g) Term Rate. On each day during the initial Interest Period and on each subsequent Interest Period (established in accordance with the provisions of the Ordinance) during which this Bond or any portion hereof is in a Term Mode and except as provided in *paragraph (m)* below (as applicable), this Bond or such portion will bear interest at the *Term Rate* therefor, which shall be the least of (i) the Maximum Rate per annum, (ii) if there then exists a Liquidity Facility relating to the Bonds and such Liquidity Facility extends for the term of such Interest Period, the per annum rate of interest, if any, specified in the Liquidity Facility as the rate at which money available to be drawn thereunder to pay interest on the Bonds in such Term Mode has been computed, or (iii) the fixed per annum rate of interest equal to the Market Rate therefor most recently determined as hereinafter described on (A) any date designated by the Remarketing Agent which is not more than 35 days preceding nor later than the last business day for such Remarketing Agent preceding such Interest Period and (B) if there are any Bank Bonds (as defined in the Ordinance) in such Term Mode at the close of business on the first day of such Interest Period, again on any later date in such Interest Period specified in the Ordinance until there are no Bank Bonds in such Term Mode during such Interest Period (each such date herein referred to as a *Rate Determination Date*). Interest accrued on this Bond or any portion hereof during any Interest Period while it is in a Term Mode shall be payable semiannually on each [July __] and [January __] and on the day immediately following the last day of such Interest Mode, and the Record Date for interest paid on each such Interest Payment Date shall be the [fifteenth day] of the month next preceding such Interest Payment Date or the first day of such Term Mode, whichever is later, and in the case of Bank Bonds as provided in *paragraph (m)* below.

“(h) Stepped Rate. In the event that this Bond is issued and Outstanding in a SIFMA Index Mode or a Term Mode and the City has not obtained, or otherwise at such time does not maintain, a Liquidity Facility with respect thereto, and the Remarketing Agent is unable to remarket this Bonds to new holders in a new Interest Period on the scheduled date of mandatory tender as specified in the Ordinance, the City shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Ordinance or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond subject to such failed remarketing only, and such Bond shall bear interest from such tender date at the Stepped Rate. While bearing interest at the Stepped Rate, this Bond (i) will continue to be Outstanding, (ii) will be purchased at the Purchase Price upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will be subject to redemption and mandatory tender for purchase on any date upon which a conversion occurs (which shall occur at the City’s discretion upon delivery of at least one day’s notice to the holders hereof), and (iv) will be deemed to continue in a SIFMA Index Mode or a Term Mode, as applicable, for all other purposes under the Ordinance (including terms relating to timing

of interest payments), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Ordinance.

“(i) **Fixed Rate.** After the Interest Mode for this Bond or any portion hereof has been converted to the Fixed Mode, this Bond or such portion (or, at the option of the City, the portion hereof then selected for redemption in each year in accordance with the Ordinance) shall bear interest from the date of conversion to Maturity (herein referred to as an *Interest Period*) at the *Fixed Rate* therefor, which shall be a fixed per annum rate equal to the lesser of (i) Maximum Rate per annum or (ii) the Market Rate therefor determined as hereinafter described on any date designated by the Remarketing Agent which is not more than 35 days preceding nor later than the last business day for the Remarketing Agent preceding such Fixed Mode (herein referred to as a *Rate Determination Date*). Interest accrued on this Bond or such portion while it is in the Fixed Mode shall be payable semiannually on each [July ___] and [January ___], the Record Date for which shall be the [fifteenth day] of the preceding month or the first day of such Fixed Mode, whichever is later.

“(j) **Determination of Market Rates and Applicable Spread.** The Applicable Spread for this Bond for the initial Interest Period commencing on the Closing Date shall be the Applicable Spread specified in the Approval Certificate relating to the Bonds in their initial Interest Period referred to in the Ordinance. The **Market Rate** or **Applicable Spread** for this Bond or any portion hereof determined on each Rate Determination Date therefor subsequent to such Bond Date shall be, as applicable, the Applicable Spread or the minimum per annum rate of interest determined by the Remarketing Agent in accordance with the provisions of the Ordinance to be necessary to produce a bid for this Bond or such portion equal to at least 100% of the principal amount thereof plus interest, if any (other than Bank Differential), thereon accrued from the Closing Date or the Bond Date specified above, as applicable, or the most recent Interest Payment Date therefor to which interest thereon has been paid or duly provided for on or after such Interest Payment Date. If for any reason, other than a failed remarketing when this Bond is subject to a Stepped Rate, no Remarketing Agent for the Bonds shall have been appointed and be acting under the Ordinance on any Rate Determination Date, the Remarketing Agent fails to perform under the terms of a Remarketing Agreement that specifies that such remarketing constitutes a firm financial arrangement of the Remarketing Agent, the Remarketing Agent fails to determine the Applicable Spread or Market Rate, as applicable, for this Bond or any portion hereof on such Rate Determination Date, or any Applicable Spread or Market Rate, as applicable, therefor determined by the Remarketing Agent on such Rate Determination Date is determined by a court of competent jurisdiction to be invalid or unenforceable, the (i) Applicable Spread shall be the Applicable Spread from the immediately succeeding Interest Period (assuming the Bonds during such Interest Period were in a SIFMA Index Mode), and (ii) **Market Rate** to be determined on such Rate Determination Date shall be, if the Interest Period during which such Market Rate is to be in effect is (1) greater than one-half year, the percentage of “The 11-Bond Municipal Bond Index” most recently published by *The Bond Buyer* or any successor publication set forth below under the longest period specified which does not exceed the duration of such Interest Period:

Interest Period equal to or longer than (in years):						
<u>15</u>	<u>13</u>	<u>10</u>	<u>7</u>	<u>5</u>	<u>2</u>	<u>1/2</u>
100%	97%	93%	86%	80%	70%	65%

and (2) equal to or less than one-half year, the SIFMA Index; *provided that*, if either such index ceases to be published, it shall be replaced for the foregoing purposes by the most comparable published index designated by the City.

“(k) Determination of Stepped Rate. The “Stepped Rate” identified in paragraph (e)(ii) of this Bond applicable to Bonds bearing interest at a Term Rate during the initial Interest Period shall be the per annum rate of interest specified in the Approval Certificate relating to the Bonds in their initial Interest Period referred to in the Ordinance. Such Stepped Rate for this Bond applicable to Bonds bearing interest at a SIFMA Index Rate or a Term Rate during Interest Periods subsequent to the initial Interest Period shall be the per annum rate of interest specified in the applicable Approval Certificate or Conversion Ordinance executed by a City representative in connection with the remarketing of such Bonds into the then-applicable Interest Period in accordance with the provisions, and subject to the limitations, of the Ordinance (and if not so specified, shall be the Stepped Rate applicable to the Bonds during the immediately preceding Interest Period).

“(l) Notice of Interest Rates. The Paying Agent/Registrar is required to give notice of each change in Interest Mode for this Bond or any portion hereof and of each change in the duration of the Interest Period for a SIFMA Index Mode or a Term Mode for this Bond or any portion thereof to the Holder hereof by mail, first-class postage prepaid, not less than 5 days if this Bond or such portion is bearing interest at a Stepped Rate; not less than 20 days, if this Bond or such portion is in a Daily Mode or Weekly Mode; not less than 30 days, if this Bond or such portion is in any other Interest Mode; and in any case, not more than 60 days prior to the day such change becomes effective. Each Daily Rate, Weekly Rate, and Commercial Paper Rate hereon or any portion hereof and the duration of each Interest Period within a Commercial Paper Mode for this Bond or any portion hereof may be ascertained by telephoning the Remarketing Agent; the SIFMA Index Rate from time to time in effect shall be available from the Paying Agent/Registrar, as reported thereto by the Calculation Agent as of each Calculation Reset Date; and each then applicable Term Rate, Fixed Rate, and Stepped Rate shall be as stated on this Bond or in the then-applicable Approval Certificate, as applicable, and available from the Paying Agent/Registrar.

“(m) Bank Bonds. For each day on which any portion hereof is a Bank Bond, the principal of such portion shall bear interest (and accrued interest thereon included in the Purchase Price therefor when such Bond or portion became a Bank Bond shall compound and bear interest until paid) at the Bank Rate (as defined in the Ordinance). Interest accrued during any Interest Mode which is evidenced by any portion of this Bond which is a Bank Bond shall be payable on each Interest Payment Date for such Interest Mode described above and, for interest accrued in a Commercial Paper Mode or Term Mode, on the first Business Day of each month, and, for the payment of Bank Differential only, on the day on which such Bank Bond ceases to be a Bank Bond, and the Record Date for the payment of interest on such latter two Interest Payment Dates shall be the day immediately preceding such Interest Payment Date.

“(n) Definitions. As used herein:

“(i) Applicable Spread, for any day in an Interest Period in which this Bond bears interest in a SIFMA Index Mode, has the meaning specified in *paragraph (j)* (and which shall be specified in the Conversion Ordinance or subsequently-executed Approval Certificate relating to the Bonds in such subsequent Interest Periods (if any)); each day for determination (or any scale or function for determination) prior to each such subsequent Interest Period in a SIFMA Index Mode in accordance with the Ordinance being a *Rate Determination Date*;

“(ii) Business Day for this Bond or any portion hereof means any day other than (A) a Saturday or a Sunday, (B) a legal holiday or the equivalent on which banking institutions generally are authorized or required to close in the Place of Payment therefor or in the city in which is located (I) the corporate trust office of the Paying Agent/Registrar for the Bonds or, (II) if and while a Credit Facility referred to in the Ordinance is at any time in force and in effect, the

office of the obligor thereon or of its agent at which drafts or demands for payment under such Credit Facility are to be presented or, (III) if and while any Liquidity Facility for the Bonds is at any time in force and in effect, the office of any Liquidity Bank referred to in such Notice or of its agent at which drafts or demands for payment under such Liquidity Facility are to be presented, or (C) a day on which the New York Stock Exchange is closed;

“(iii) **Interest Period** for any Bond or portion thereof means the period from and including the initial issuance of the Bonds or any Rate Adjustment Date for such Bond or portion thereof to but excluding the next succeeding Rate Adjustment Date for or the Maturity of such Bond (the initial Interest Period for the Bonds extending from and including the Closing Date (anticipated to occur on or about _____, 2014) but excluding the first Business Day on or after [July __, 20__]);

“(iv) **Market Day** means a day other than a Saturday, Sunday, or other day on which the New York Stock Exchange or banks generally are authorized to close in New York, New York, or Corpus Christi, Texas;

“(v) **Payment Default** means a default in the payment of principal of or interest on any Bond when due, provided that, if a Credit Facility is then in effect under the Ordinance, the obligor on such Credit Facility is also then in default thereunder;

“(vi) **Rate Adjustment Date** for this Bond or any portion hereof means the first day on which each Daily Rate, Weekly Rate, Commercial Paper Rate, Term Rate, and Fixed Rate thereon shall become effective and the first Business Day of each Interest Period for this Bond or any portion hereof which is in a SIFMA Index Mode;

“(vii) **SIFMA Index** has the meaning stated in the Ordinance.

Terms defined in the Notice of Demand Privilege, Mandatory Tender, and Liquidity Support appearing hereon have the meanings described in such notice.

“(o) **Usury Savings Clause.** Notwithstanding anything herein or in the Ordinance to the contrary, however, in no event shall the aggregate of the interest on the Bonds (including Bank Bonds) plus any other amounts paid in connection therewith which are deemed “interest” under the laws of the State of Texas and the United States of America in effect on the Bond Date specified above permitting the charging and collecting of the highest non-usurious interest rate on the Bonds (hereinafter referred to as *Applicable Law*) ever exceed the Maximum Rate, being the maximum amount of interest which could be lawfully charged and paid on the Bonds under *Applicable Law*, and if any amount of interest taken or received by the Holder hereof shall be in excess of the maximum amount of interest which, under *Applicable Law*, could lawfully have been collected and paid hereon, then the excess shall be deemed to have been the result of a mathematical error by the City, the Paying Agent/Registrar, and such Holder and shall be refunded promptly to the Paying Agent/Registrar for the account of the City. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by the Bonds which under *Applicable Law* would be deemed “interest” shall, to the extent permitted by *Applicable Law*, be amortized, prorated, allocated, and spread throughout the full term of the Bonds.”

and the phrase “Adjustable” shall be inserted under the caption “Interest Rate” immediately below the title of the Bonds as indicated in Section 3.2.

In lieu of the foregoing text, the following paragraphs may be inserted at the place indicated in Section 3.2 for the Bonds authenticated on or after the first day of the Fixed Mode therefor:

“This Bond bears interest from the later of [*insert first day of Fixed Mode*] or the most recent interest payment date to which interest hereon has been paid or duly provided for, at the per annum Interest Rate specified above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable semiannually on each [July ___] and [January ___], and the Record Date therefor is the [fifteenth day] (whether or not a business day) of the preceding month.

“The interest payable, and punctually paid or duly provided for, on any Interest Payment Date herefor will, as provided in the Ordinance herein referred to, be paid to the person in whose name this Bond (or one or more Predecessor Bonds representing the same debt) is registered at the end of the day on the Record Date for such interest specified herein. Any such interest otherwise so payable to the Holder on such Record Date which is not so punctually paid or duly provided for 30 days shall forthwith cease to be payable to the Holder on such Record Date, and may be paid to the person in whose name this Bond (or one or more Predecessor Bonds) is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent/Registrar, notice thereof being given to Bondholders not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner, all as more fully provided in the Ordinance. All such interest shall be payable at the Place of Payment 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 such person appearing in the Security Register, (ii) if this Bond is registered to the Securities Depository and otherwise at the option of the Holder thereof (*if* the Holder of not less than \$1,000,000 principal amount of Bonds) exercised by written notice delivered to the Paying Agent/Registrar not less than 15 days prior to the relevant Record Date therefor, by Federal Funds wire to any designated account within the United States of America, or (iii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by such person at such person’s risk and expense.”

and the Fixed Rate thereon for such Fixed Mode shall be inserted under the caption “Interest Rate” immediately below the title of such Bond as indicated in Section 3.2.

C. *Determination of Interest Modes.* The City may change the Interest Mode for the Bonds or any portion thereof to a different Interest Mode or to a Term Mode with an Interest Period of different duration (and, if such new Interest Mode is a Term Mode, designate the duration of the Interest Period therefor) by a written instrument herein described delivered to the Paying Agent/Registrar and the Tender Agent and all of the Remarketing Agent, the Credit Enhancer (if any), and the Liquidity Bank (if any) at such time in place and acting in such respective capacity, not less than 45 days prior to such change and specifying:

(1) ***Affected Bonds:*** the current Interest Mode and Interest Periods, and the respective principal amounts of each, with respect to which such designation is being made,

(2) ***Effective Date:*** the first day of the newly designated Interest Mode or Interest Period, which shall be (a) if the Interest Mode then in effect for the Bonds or portions thereof to be changed is a Daily Mode or a Weekly Mode, a Business Day therefor, (b) if a SIFMA Index Mode or a Term Mode for the Bonds or portions thereof to be changed is then in effect, any Business Day on which such Bonds or portions may be redeemed at the option of the City pursuant to *Section 2.4A(2), (5), (6), or (7)*, and (c) if the Interest Mode then in effect for the Bonds or portions thereof to be changed is a Commercial Paper Mode, the last Interest Payment

Date for all Interest Periods for the Bonds or portions thereof to be changed then in effect or any Business Day thereafter,

(3) **Designation:** that the City has determined that, effective on such day, a Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, Term Mode, successive SIFMA Index Mode with an Interest Period of different duration, or Fixed Mode, as the case may be, shall take effect for such Bonds or portions thereof, and

(4) **Interest Period:** if the designated Interest Mode is a SIFMA Index Mode or a Term Mode, the duration of such applicable Interest Period.

Unless such written instrument specifies a change from a SIFMA Index Mode or a Term Mode during which there is not in force and effect a Liquidity Facility to one requiring acquisition of a Credit Agreement, it may be in the form of an Approval Certificate, if such Approval Certificate is compliant with parameters under which an Approval Certificate may be executed that are consistent with those specified in *Section 2.1* (with the Applicable Spread or Market Rate, as applicable, established pursuant to *paragraph (j) of Section 2.2B*). Any such written instrument may also (and with respect to the conversion excepted above shall be) in the form of an ordinance (the *Conversion Ordinance*) enacted by the City Council.

Upon delivery of such Approval Certificate or Conversion Ordinance, the Interest Mode or Interest Period for such Bonds or portions shall, *subject* to the other provisions of this subsection, be automatically converted on the day specified in such Approval Certificate or Conversion Ordinance to the Interest Mode or Interest Period specified therein without any further act, *unless* the Paying Agent/Registrar and Tender Agent shall have received, prior to the mailing of notice thereof, the Approval Certificate or Conversion Ordinance, as applicable, electing not to effect such conversion. The City or the Authorized Official shall, provided any or all of such parties then exist, promptly notify the Remarketing Agent, the Credit Enhancer, and the Liquidity Bank for the affected Bonds, in writing, of the conversion of the Bonds or portions thereof to a new Interest Mode or Interest Period.

No change to any Interest Mode for the Bonds or portion thereof, or in the Interest Period for any SIFMA Index Mode or Term Mode for the Bonds or portion thereof, shall become effective unless:

(1) **Opinion of Counsel:** unless such change is between any two of a Daily Mode, Weekly Mode, Commercial Paper Mode, or SIFMA Index Mode or Term Mode with Interest Periods of one year or less, there is delivered to the Paying Agent/Registrar, Remarketing Agent, the Credit Enhancer (if any), and the Liquidity Bank (if any) on the first day of such Interest Mode or Interest Period an Opinion of Counsel to the effect that such change in the Interest Mode or Interest Period will not adversely affect any exclusion of interest on any Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes and is authorized by applicable Texas law, and

(2) **Remarketing Agent:** the initial Remarketing Agent shall continue to then serve in such capacity or appointment of a replacement Remarketing Agent shall have been made (or authority to so appoint having been delegated to a designated City official) in the Conversion Ordinance (which may specify that the obligation of the Remarketing Agent thereunder represent a firm financial arrangement and/or commitment of such Remarketing Agent) has been entered into by such substitute Remarketing Agent and the City, and

(3) **Liquidity Support:** if the Interest Mode for the then-expiring Interest Period is a SIFMA Index Mode or a Term Mode with respect to which there exists no Liquidity Facility and the Interest Mode to be applicable to the Interest Period into which the Bonds are being remarketed is not such a SIFMA Index Mode or Term Mode or is a Fixed Mode, then the City shall have delivered to the Tender Agent a binding commitment from a nationally recognized investment banking firm, insurance company, or bank to serve as the Liquidity Bank for such Bonds pursuant to a Liquidity Facility in accordance with *Section 4.1C*, and

(4) **Settlement:** by 12:30 p.m., New York, New York time, on the date of such change, the Tender Agent (or, if such Bonds or portions have been purchased prior to such time on such date by the Liquidity Bank, the Liquidity Bank) shall have received the Purchase Price of all Bonds or portions thereof tendered or deemed tendered for purchase on such date in accordance with *Section 2.5A(3)(b)*, and

(5) **Credit Enhancer Consent:** the Paying Agent/Registrar shall have received the written consent of any then-acting Credit Enhancer to such change to the extent such consent is required therefrom.

If, after notice to any person of any change in the Interest Mode or Interest Period for any Bond or portion thereof, such change may not be effected on the date specified therefor because of any failure to satisfy the conditions of this Section, then (a) the Interest Mode for such Bond or portion shall automatically remain in or change to the Weekly Mode on such date, *if* (i) the preceding Interest Mode for such Bond or portion was a Daily Mode, Weekly Mode, or Commercial Paper Mode or (ii) in the Opinion of Counsel such change will not adversely affect any exclusion of interest on any Bond from the gross income of the owner thereof for federal income tax purposes, and (b) otherwise the Interest Mode (and the Interest Period of any SIFMA Index Mode (and the Applicable Spread relating thereto) or Term Mode) then in effect for such Bond or portion shall remain unchanged and, *except* for the mandatory tender thereof required by *Section 2.5A(3)(b)*, the Holder of such Bond or portion and all other persons shall be restored to their original positions to the same extent as if the Approval Certificate or Conversion Ordinance specifying such change had not been given pursuant to this Section. Notwithstanding the foregoing, a failure to remarket Bonds in a SIFMA Index Mode or a Term Mode for a reason other than those provided above, then such Bonds shall remain in a SIFMA Index Mode or a Term Mode, as applicable, bearing interest at the Stepped Rate, as heretofore described.

D. Duration of Interest Modes and Interest Periods.

(1) **Interest Modes.** Each Interest Mode for any Bond or portion thereof, other than the Fixed Mode, shall extend through the day prior to the effective date of any other Interest Mode therefor established in accordance with this Section. Any Fixed Mode for any Bond or portion thereof shall extend to the Stated Maturity of such Bond.

(2) **Interest Periods Generally.** No Interest Period for any Bond (or portion thereof) during a Commercial Paper Mode, Term Mode, or SIFMA Index Mode therefor shall extend beyond (a) the fourth Business Day prior to any then known date for release of the Liquidity Facility then in effect for the Bonds pursuant to *Section 4.1B(2)* or (b) the day prior to the effective date of any other Interest Mode to become effective for such Bonds or portion pursuant to any prior Approval Certificate or Conversion Ordinance given in accordance with this *Section 2.2*. If a Liquidity Facility is in effect, then no such Interest Period on any Bond shall cause the amount described in *Section 2.5C* to exceed the coverage then afforded by such Liquidity Facility.

(3) Interest Periods During Commercial Paper Mode. The Interest Period for each Bond (or portion thereof) during a Commercial Paper Mode therefor shall be the period determined by the Remarketing Agent for the Bonds, on the Rate Adjustment Date therefor, to be the Interest Period which, in its judgment, will produce the greatest likelihood of the lowest overall debt service costs on the Bonds prior to the Maturity thereof, *provided* that, if the Paying Agent/Registrar (or the Liquidity Bank, if such Bond or portion thereof has been sooner purchased on such day by the Liquidity Bank) shall not have received the Purchase Price for such Bond or portion by 12:00 noon, New York, New York time, on the first day of such Interest Period, such Interest Period shall extend through the day preceding the next Business Day for such Bond or portion. The Remarketing Agent may determine different Interest Periods for different Bonds (or portions thereof) on the same Rate Adjustment Date. Each Interest Period for any Bond (or portion thereof) while in a Commercial Paper Mode shall commence on the first day of such Interest Mode for such Bond or portion or on the day immediately succeeding the immediately preceding Interest Period for such Bond or portion during such Commercial Paper Mode, shall end on a day preceding a Business Day for such Bond or portion, and shall be not less than one nor more than 270 days in length. No such Interest Period on any Bond or portion thereof shall cause the aggregate interest due on all Bonds and portions thereof (other than Bonds or portions thereof in a Fixed Mode) on the next Interest Payment Date therefor to exceed the coverage then afforded by the Liquidity Facility. No Interest Period for any Bond or portion thereof shall end later than the day preceding any redemption date for the Bonds in the Commercial Paper Mode described in *Section 2.4A*, unless the principal amount of Bonds in the Commercial Paper Mode with an Interest Period which ends on or prior to such preceding day is at least equal to the principal amount of Bonds and Interest Mode to be redeemed on such redemption date pursuant to *Section 2.4A*.

(4) Interest Periods During SIFMA Index Modes and Term Modes. Each Interest Period for any Bond or portion thereof which is in a SIFMA Index Mode or a Term Mode shall commence on the first day of such SIFMA Index Mode or Term Mode or on the day immediately succeeding the immediately preceding Interest Period for such Bond or portion during such SIFMA Index Mode or Term Mode. The Interest Period in each SIFMA Index Mode shall extend to (but exclude) the [July __] specified in the Approval Certificate or the Conversion Ordinance designating such Interest Mode pursuant to this *Section 2.2* which occurs at least one year after the effective date of such Interest Mode. Each successive Interest Period during such SIFMA Index Mode or Term Mode shall extend to (but exclude) (a) each anniversary of such date, if both (i) the City has never elected to change the Interest Mode or Interest Period applicable to such SIFMA Index Mode or Term Mode pursuant to *Subdivision C* of this *Section 2.2* and (ii) either no change to the terms of the Bonds, Credit Facility (if any), or Liquidity Facility (if any) is made in connection with such Interest Period or there is delivered to the Paying Agent/Registrar an Opinion of Counsel to the effect that the change to such Interest Period will not adversely affect any exclusion of interest on any Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes, or (b) if such conditions are not met, the anniversary of such specified date which occurs the same number of 12-month periods after the first day of such Interest Period as the number of 12-month periods or portions thereof during the initial Interest Period for the Bonds (or portions thereof) in such Term Mode, unless changed by the Approval Certificate or the Conversion Ordinance pursuant to this *Section 2.2*.

E. Determination of Interest Rates or Applicable Spread by Remarketing Agent.

(1) Daily Rate. During each Daily Mode for the Bonds (or any portion thereof), by 10:00 a.m., New York, New York time, on each business day for the Remarketing Agent for the

Bonds, the Remarketing Agent shall determine the Daily Rate for such Bonds or portion by determining, in the manner described in *Subdivision E(6)* of this *Section 2.2*, the Market Rate therefor on such day.

(2) ***Weekly Rate.*** During each Weekly Mode for the Bonds (or any portion thereof), by 4:00 p.m., New York, New York time, on the last business day for the Remarketing Agent on or before the commencement of such Weekly Mode and on or before each succeeding Wednesday (or on such Wednesday, if it is such a business day and the preceding day is not such a business day, or on such other day as may be specified by the Remarketing Agent after notice to the City and the Bondholders affected thereby) thereafter during such Weekly Mode, the Remarketing Agent shall set the Weekly Rate for such Bonds or portion by determining, in the manner described in *Subdivision E(6)* of this *Section 2.2*, the Market Rate therefor on such day.

(3) ***Commercial Paper Rate.*** By not later than 12:30 p.m., New York, New York time, on or before the first business day for the Remarketing Agent in each Interest Period for each Bond (or portion thereof) which is in a Commercial Paper Mode, the Remarketing Agent shall designate the Commercial Paper Rate on such Bond or portion for such Interest Period, in each case by determining, in the manner described in *Subdivision E(6)* of this *Section 2.2*, the Market Rate therefor on such day.

(4) ***SIFMA Index Rate.*** On any date designated by the Remarketing Agent which is not more than 35 days nor later than the last business day preceding each Interest Period (other than the initial Interest Period) for Bonds in a SIFMA Index Mode, and, if any such Bond or portion is a Bank Bond at the close of business on the first day of such Interest Period, again on each day (and not less than once every two weeks) following the first day of such Interest Period designated by the Remarketing Agent until no Bonds in such Interest Mode are Bank Bonds, the Remarketing Agent shall determine the fixed Applicable Spread (and any function or scale by which such Applicable Spread shall be adjusted during) for such Interest Period in the manner described in *Subdivision E(6)* of this Section (or in the manner specified in the applicable Remarketing Agreement if addressed therein).

(5) ***Term Rate; Fixed Rate.*** On any date designated by the Remarketing Agent which is not more than 35 days preceding nor later than the last business day preceding each Interest Period for Bonds (or any portion thereof) during which such Bonds or portion are in a Term Mode or Fixed Mode, and, if any such Bond or portion is a Bank Bond at the close of business on the first day of such Interest Period, again on each day (and not less than once every two weeks) following the first day of such Interest Period designated by the Remarketing Agent until no Bonds in such Interest Mode are Bank Bonds, the Remarketing Agent shall determine, in the manner described in *Subdivision E(6)* of this Section (or in the manner specified in the applicable Remarketing Agreement if addressed therein), the Market Rate on such day for such Bonds or portion (or, in the case of a Fixed Mode, for each class of Bonds or portions thereof which have theretofore been selected pursuant to *Section 2.4E* for redemption pursuant to *Section 2.4B*) during such Interest Period.

(6) ***Procedure for Market Rate Determination and Applicable Spread Determination.*** The Remarketing Agent shall make each determination of the Market Rate and the Applicable Spread (and any function or scale to be used to adjust the Applicable Spread) required to be made by it pursuant to this *Section 2.2* regardless of whether the Bonds or any portion thereof are Bank Bonds and whether or not an Event of Default exists. The Remarketing Agent shall make each determination of the Market Rate or the Applicable Spread, as applicable,

for any Bond pursuant to this *Section 2.2* by determining, under prevailing market conditions, the minimum interest rate necessary or smallest spread (in basis points) to the SIFMA Index (as applicable), in the judgment of the Remarketing Agent (or, upon agreement with the City if such obligation to remarket represents a firm commitment of the Remarketing Agent under the Remarketing Agreement), to be borne by such Bond for the relevant Interest Period to produce a bid for such Bond equal to either (a) at least 100% of the principal amount thereof plus interest, if any, accrued thereon (other than Bank Differential) from the Bond Date or the most recent Interest Payment Date therefor to which interest has been paid or duly provided for or (b) in the case of a change to the Fixed Rate at a premium or a discount, the price provided in *Subdivision E(7)* of this Section. In determining the Market Rate on any business day for Bonds in a Daily Mode, the Remarketing Agent shall determine the Market Rate therefor initially by 10:00 a.m., New York, New York, time, on such day and again by 11:15 a.m. New York, New York, time, on such day, and the Market Rate for such Bonds determined on such day shall be the higher of the two rates so determined. If the Remarketing Agent fails to determine the Market Rate or the Applicable Spread (or function or scale to adjust the Applicable Spread) for any such Bond on such Rate Determination Date, or any Market Rate or Applicable Spread (or function or scale to adjust the Applicable Spread) for any such Bond determined by the Remarketing Agent on such Rate Determination Date is determined by a court of competent jurisdiction to be invalid or unenforceable, the Market Rate or Applicable Spread, as applicable, therefor to be determined on such Rate Determination Date shall be as provided in *paragraph (j)* of the insert to the Bonds set forth in *Section 2.2B*; provided that any function or scale used to adjust the Applicable Spread, if any, shall be the function and scale for adjusting the Applicable Spread theretofore in effect (if any).

(7) Premium/Discount Fixed Mode Bonds. In determining the Fixed Rate for Bonds, the Remarketing Agent may, if approved by a duly authorized City official in the Approval Certificate or the Conversion Ordinance, determine (or, upon agreement with the City if such obligation to remarket represents a firm commitment of the Remarketing Agent under the Remarketing Agreement) the minimum rate necessary to be borne by such Bonds to Stated Maturity to produce a bid for such Bonds equal to either a premium (that does not exceed costs of the Interest Mode change and remarketing such Bonds or that otherwise produces the lowest yield on the Bonds) to or a discount (if, in the judgment of the City, a discount would produce a lower yield on such Bonds to Maturity) from the Purchase Price thereof, in either case as and in the amount specified in the applicable Approval Certificate or Conversion Ordinance, *provided that* (1) in the case of Bonds to be sold at a discount, either (a) a Liquidity Facility is in effect with respect to such Bonds and obligates the Liquidity Bank to provide funds sufficient, together with any proceeds of remarketing such Bonds, to purchase such Bonds at the Purchase Price on the Purchase Date on which such Fixed Mode takes effect or (b) the City shall have transferred to the Tender Agent on or before the Rate Determination Date for such Fixed Mode for deposit to the Purchase Fund an amount equal to such discount in immediately available funds and (2) in the case of Bonds to be sold at a premium, the Remarketing Agent shall transfer the premium to the Paying Agent/Registrar for credit to the Bond Fund to pay a portion of the Purchase Price then due and owing on such Purchase Date, interest on the Bonds when due, and costs of changing the Interest Mode for and remarketing such Bonds on such Purchase Date. Any premium at which Bonds may be remarketed in accordance with this *Subdivision 2.2E(7)* is hereby allocated to the costs of changing the Interest Mode for such Bonds to the Fixed Mode and remarketing such Bonds and the other purposes heretofore specified as authorized uses of any such premium.

F. Notice of Interest Rates and Interest Modes. The Remarketing Agent shall give telephonic (followed by prompt written), telecopied, or telexed notice to the City, and the Paying

Agent/Registrar of each interest rate determination made by it pursuant to *Subsection E* of this *Section 2.2* and each determination of the duration of an Interest Period for any Bond or portion thereof made by it pursuant to *Subsection D* of this *Section 2.2*.

Not less than 5 days if such Bond or any portion thereof bears interest at a Stepped Rate, not less than 20 days, if such Bond or the applicable portion thereof is in a Daily Mode or Weekly Mode, not less than 30 days, if such Bond or the applicable portion thereof is in any other Interest Mode, and not more than 60 days prior to the effective date of a change in the method of determining the Rate Determination Date for any Bond or portion thereof, the first day of any Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode (other than the initial SIFMA Index Mode), Term Mode, or Fixed Mode for any Bond or portion thereof, or the first day of any change in the Maximum Rate on any Bond, in the Interest Period for any Bond or portion thereof, or any Interest Mode for any Bond or portion thereof, the City shall give (or cause the Paying Agent/Registrar or Tender Agent to give) notice to the Remarketing Agent and any Credit Enhancer and/or Liquidity Bank, and the Holder of each Bond stating that such change will occur and the effective date of such change.

The Paying Agent/Registrar or Tender Agent, as applicable, shall provide a copy of each notice given pursuant to this subdivision to each transferee of an affected Bond or portion thereof that is authenticated by it on or after the date of such notice and prior to the effective date of the change described therein.

The Remarketing Agent for the Bonds shall provide the rate of interest constituting the Daily Rate, the Weekly Rate, or the Commercial Paper Rate, the Calculation Agent shall provide the rate of interest constituting the SIFMA Index Rate, and the Paying Agent/Registrar shall provide the rate of interest constituting the Term Rate, SIFMA Index Rate (after receipt of such SIFMA Index Rate from the Calculation Agent as of each Calculation Reset Date), Stepped Rate, or Fixed Rate, for any Bond, or any portion thereof, from time to time to each Holder thereof who requests such information.

G. *Effect of Determinations.* Each designation of an Interest Mode or the duration of an Interest Period made pursuant to this Section and each determination of a Daily Rate, Weekly Rate, Commercial Paper Rate, SIFMA Index Rate, Term Rate, Stepped Rate, or Fixed Rate made pursuant to this Section shall be conclusive and binding upon the City, the Paying Agent/Registrar, the Calculation Agent, the Tender Agent, any Credit Enhancer, any Liquidity Bank, and the Holders, and none of the City, the Remarketing Agent, the Tender Agent, the Paying Agent/Registrar, or the Calculation Agent shall have any liability to any such person for any such determination, whether due to any error in judgment, failure to consider any information, opinion, or other resource, or otherwise.

H. *Limited Obligations.* The Bonds are limited, special obligations of the City payable solely from and equally and ratably secured by a junior lien on and pledge of the Junior Lien Pledged Revenues, subject and subordinate to the liens on and pledges of the Net Revenues heretofore or hereafter made to secure payment of the Priority Bonds, and the Holders thereof shall never have the right to demand payment of the principal of or interest on the Bonds from any funds raised or to be raised through taxation by the City.

SECTION 2.3. *Payment of Bonds; Paying Agent/Registrar; Calculation Agent.*

The principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and

such payment of principal of and interest on the Bonds shall be without exchange or collection charges to the Holder of the Bonds.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed. The City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (hereby referred to as the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement entered into by the City and the Paying Agent/Registrar. The form and terms of Paying Agent/Registrar Agreement attached hereto as *Exhibit A* are hereby approved, and any City officer or Authorized Official is authorized to execute and deliver the Paying Agent/Registrar Agreement substantially in such form attached hereto as Exhibit A and to such effect in the name of the City.

The City shall further cause to be kept by the Paying Agent/Registrar a register (herein sometimes referred to as the *Bank Bond Register*) in which, subject to such reasonable regulations as it or the Paying Agent/Registrar may prescribe, the City shall provide for the registration of and the registration of transfers of beneficial ownership of, and termination of the status of Bonds as, Bank Bonds. On each Purchase Date on which Bonds or any portion thereof are purchased by the Liquidity Bank pursuant to *Section 2.5D(2)*, the Paying Agent/Registrar shall record the beneficial ownership of such Bank Bonds on the Bank Bond Register in the name of the Liquidity Bank or their authorized agent. Subject to the terms of the Liquidity Facility, any Bank Bondholder may transfer the registration of a Bank Bond by providing to the Paying Agent/Registrar a written transfer executed by the owner of such Bank Bond or beneficial interest therein as shown on the Bank Bond Register or its attorney designated in writing and providing the name and address of the transferee and the account to which any payment of Bank Differential in respect of such Bank Bond is to be made. If a Liquidity Facility is accepted pursuant to *Section 4.1C* and, such Liquidity Facility does not provide for the automatic reinstatement of sums available to be drawn thereunder when Bank Bonds cease to be Bank Bonds, then the Paying Agent/Registrar shall not register the transfer of any Bank Bond that would result in it ceasing to be a Bank Bond unless it shall have first determined that the funds available to be drawn under the Liquidity Facility have been reinstated by an amount sufficient to pay the Purchase Price of such Bond.

The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds remain unpaid. Any successor Paying Agent/Registrar shall be approved by the Credit Enhancer and the Liquidity Provider, respectively, if any at such time exist, and shall be either (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, and shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a City ordinance terminating its agency and providing a copy of such resolution or ordinance to the Credit Enhancer and the Liquidity Provider, respectively, if any at such time exist. Additionally, the City agrees promptly to cause a written notice of any such substitution to be sent to each Holder of the Bonds by United States Mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar. No removal or replacement of the Paying Agent/Registrar shall be effective until a successor shall have been appointed and qualified as such and shall have or have been assigned the right to draw or claim under the Liquidity Facility, if any, and the Credit Facility, if any, as therein required or permitted if the Paying Agent/Registrar is the designated party to draw under either such Credit Agreement.

Principal of, premium, if any, and interest on each Bond, due and payable by reason of Stated Maturity, redemption or otherwise, shall be payable only to the Holder in whose name such bond is registered on the Security Register (i) as of the close of business on the Record Date for payment of interest, in the case of interest, and (ii) on the date of surrender of the Bonds, in the case of payment of principal. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and (unless otherwise expressly stated herein) all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar nor any agent of either shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office, except as otherwise agreed with the Securities Depository in the case of partial redemptions. Interest (other than Bank Differential) on the Bonds or any portions thereof due on any Interest Payment Date shall be paid to the person in whose name such Bonds are registered in the Security Register at the close of business on the Record Date for such interest, 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 such person appearing in the Security Register, (ii) if such Bond or portion thereof is a Bank Bond or registered to the Securities Depository and otherwise at the option of the Holder thereof (*if* the Holder of not less than \$1,000,000 principal amount of Bond) exercised by written notice delivered to the Paying Agent/Registrar not less than 15 days prior to (or, *if* the Interest Period for such Bond or portion thereof immediately preceding such Interest Payment Date is less than 16 days in duration, then not later than the last Business Day preceding) the relevant Record Date therefor, by Federal Funds wire to any designated account within the United States of America, or (iii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by such person at such person's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where 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. Payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event interest (other than Bank Differential) due on an Interest Payment Date is not paid or duly provided for by the City for 30 days thereafter, a new record date for such interest (herein referred to as 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 City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (herein referred to as the *Special Payment Date*, which shall be 15 days after the Special Record Date) shall be sent by the Paying Agent/Registrar at least five 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.

The Bank Differential on any Bank Bond which is payable on any Interest Payment Date therefor shall be paid to the person in whose name that Bank Bond (or one or more Predecessor Bonds) is registered on the Bank Bond Register at the close of business on the Record Date or Special Record Date, as applicable, for such interest as immediately available funds by wire transfer to such person to the account specified in the Bank Bond Register or pursuant to other customary arrangements made by such person and acceptable to the Paying Agent/Registrar.

In addition to the foregoing, and for so long as the Bonds are Outstanding in SIFMA Index Mode, the City shall maintain a Calculation Agent, who shall provide those services that are described in

paragraph (e) of the insert to the Bonds set forth in Section 2.2B. The Calculation Agent shall be the Paying Agent/Registrar, the Remarketing Agent, or such other banking or financial institution designated by an Authorized Official and shall serve in such capacity pursuant to applicable terms included in the Paying Agent/Registrar Agreement, the Remarketing Agreement, or a separate agreement entered into between the City and the Calculation Agent. In the absence of manifest error, the determination by the Calculation Agent of any index component and the SIFMA Index Rate shall be conclusive and binding on the Bondholders, the Paying Agent/Registrar, the Calculation Agent, the Remarketing Agent, and the City. If during any SIFMA Index Period, the Calculation Agent fails to calculate or recalculate the applicable interest rate not later than the Business Day immediately succeeding the Calculation Reset Date, such calculation may instead be made by any other party authorized to serve as the Calculation Agent, as directed by an Authorized Official. The initial Calculation Agent shall be identified in the Approval Certificate or Conversion Ordinance concerning the conversion of the Bonds to a SIFMA Index Mode and, at such time of selection, an Authorized Official shall, on behalf and as the act and deed of the City, enter into a Calculation Agent Agreement therewith.

SECTION 2.4. Redemption.

A. Optional Redemption. During their initial Interest Period, the Bonds are not subject to redemption at the option of the City. Thereafter (and including on the initial Rate Adjustment Date), the City may redeem prior to their Stated Maturity all or from time to time any part of the Bonds at a price equal to 100% of the principal amount thereof together with interest, if any, accrued thereon from the most recent Interest Payment Date therefor to which interest thereon has been paid or duly provided for to the Redemption Date on:

(1) **Daily or Weekly Mode:** any Business Day, if the Bonds or portions thereof to be redeemed bear interest at a Daily Rate or Weekly Rate,

(2) **Commercial Paper Mode, SIFMA Index Mode, or Term Mode:** any Rate Adjustment Date for the Bonds or portions thereof to be redeemed, if such Bonds or portions are in a Commercial Paper Mode, SIFMA Index Mode, or Term Mode, unless with respect to Bonds in a SIFMA Index Mode or Term Mode, the Approval Certificate or Conversion Ordinance delivered in connection with a remarketing of such Bonds specifies a different optional redemption date or dates (in which case, such differing date or dates will control; the Bonds, in their initial Interest Period and, during such time, in a Term Mode, include no such redemption features),

(3) **Fixed Mode:** the first day of the Fixed Mode for the Bonds or portions thereof to be redeemed, or as otherwise specified or provided in the Approval Certificate or Conversion Ordinance delivered in connection with a remarketing of such Bonds converted to a Fixed Mode (in which case, the redemption terms described in such Approval Certificate or Conversion Ordinance will control),

(4) **Bank Bonds:** any date, in the case of Bank Bonds,

(5) **Term Mode when Bonds Bear Interest at a Stepped Rate:** any date, or

(6) **SIFMA Index Mode when Bonds Bear Interest at a Stepped Rate:** any date.

In addition, following conversion of the Bonds or any portion thereof to a new SIFMA Index Mode, Term Mode or Fixed Mode with an Interest Period of one of the following durations, the City may redeem on

any date prior to their Stated Maturity all such Bonds or portions or from time to time any part of such Bonds or portions (and provided that the applicable Approval Certificate or Conversion Ordinance does not specify alternative redemption features for Bonds in such specified Interest Mode or Modes):

(7) **Absent Further Action:** after the no-call period shown below following the first day of such Interest Mode, at a price equal to 100% of the principal amount thereof:

<u>Interest Period</u>		
<u>Equal to or Greater than</u>	<u>But less than</u>	<u>No-Call Period</u>
12 years	N/A	10 years
9 years	12 years	8 years
7 years	9 years	6 years
5 years	7 years	4 years
0 years	5 years	3 years

Upon satisfaction of the conditions of *Subsection A(7)* of this *Section 2.4*; and

(8) **Further Action:** on the dates and at the prices stated in any alternate table substituted for the table specified in *Subsection A(7)* of this *Section 2.4* by Approval Certificate or Conversion Ordinance, as applicable, enacted by the City Council prior to the Rate Determination Date for such Interest Period if the City receives an Opinion of Counsel to the effect that such substitution of such alternate dates and prices will not adversely affect any exclusion of interest on any Bond from the gross income of the owner thereof for federal income tax purposes;

plus in each case interest, if any, accrued thereon from the most recent Interest Payment Date therefor to which the interest thereon has been paid or duly provided for to the redemption date.

B. Sinking Fund Redemption. The City shall redeem Bonds on [July __] in the following years, in the aggregate principal amount set forth opposite such year below, at a price equal to 100% of the principal amount thereof plus interest, if any, accrued thereon from the most recent Interest Payment Date to which interest thereon has been paid or duly provided for to the Redemption Date:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>
-------------------------------------	-----------------------------------

**Years of
Stated Maturity**

**Principal
Amounts (\$)**

provided, however, that the principal amount of Bonds so to be redeemed in any year shall be reduced upon written request of the City delivered to the Paying Agent/Registrar by an amount equal to the principal amount of Bonds (1) surrendered uncanceled and in transferable form by the City to the Paying Agent/Registrar not less than 50 days prior to such redemption date or (2) selected (not less than five days prior to the last day for mailing notice of such redemption date) for redemption in or prior to such year pursuant to *Subsection A* or *C* of this *Section 2.4*, if in either case such Bonds shall not have previously served as the basis for any such reduction.

C. *Mandatory Redemption of Bank Bonds.* The City shall redeem the Bank Bonds as a whole or in part on the dates and in the aggregate principal amounts provided in the Liquidity Facility at such time valid and in effect (if any), in each case at a price equal to 100% of the principal amount thereof plus interest, if any, accrued thereon to the redemption date from the most recent Interest Payment Date to which the interest thereon has been paid or duly provided for.

D. *Exercise of Redemption Option.* At least 30 days, in the case of Bonds in a Daily Mode or Weekly Mode, and 45 days, in the case of Bonds in any other Interest Mode, prior to a date set for the redemption of Bonds at the option of the City (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar or the Bonds to be redeemed are Bank Bonds, Bonds in a SIFMA Index or Term Mode bearing interest at a Stepped Rate), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise its right to redeem Bonds, other than Bank Bonds or Bonds in a SIFMA Index Mode or Term Mode bearing interest at a Stepped Rate, shall be entered in the minutes of the governing body of the City.

E. *Selection of Bonds for Redemption.* If less than all the Outstanding Bonds are to be redeemed, the City shall redeem all Bank Bonds before redeeming any other Bonds. If less than all Outstanding Bonds (other than Bank Bonds) are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, treating each Bond as representing a number of Bonds outstanding which is obtained by dividing the principal amount of such Bond by the smallest authorized denomination for Bonds of the Interest Mode to be redeemed; *provided* that, if so provided in any Approval Certificate or Conversion Ordinance designating the Fixed Mode for the Bonds or any portion thereof, the Paying Agent/Registrar shall select the Bonds of such Interest Mode or portions thereof to be redeemed on any redemption dates therefor described in *Subsection B* of this *Section 2.4* which are specified in such Approval Certificate or Conversion Ordinance by not later than the Rate Determination Date for the Fixed Mode, and each such redemption date shall be inserted under the caption "Stated Maturity" immediately below the title of any such Bond so selected for redemption on such redemption date which is authenticated and delivered on or after the Rate Adjustment Date for the Fixed Mode.

F. *Notice of Redemption.* Not less than twenty 20 days, in the case of Bonds in a Daily Mode or Weekly Mode, and not less than 30 days, in the case of Bonds in any other Interest Mode, and in either case not more than 60 days prior to a redemption date for Bonds (other than Bank Bonds or Bonds in a SIFMA Index Mode or a Term Mode bearing interest at a Stepped Rate), a notice of redemption shall be sent by United States Mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed, in whole or in part, at

the address of the Holder thereof appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. All notices of redemption shall (i) specify the date of redemption, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the Interest Mode, Interest Period (if in a Commercial Paper Mode), and principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds or the portion of the principal amount thereof to be redeemed shall become due and payable on the redemption date specified, and in that case the interest thereon (or on the portion of the principal amount thereof to be redeemed) shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds or the principal amount thereof to be redeemed shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

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

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

I. *Bond Provisions.* Each Bond shall include the following text relating to the terms of redemption thereof, *if authenticated and delivered in any Interest Mode other than the Fixed Mode:*

“The Bonds are subject to (a) mandatory sinking fund redemption on [July ___] of the years and in the aggregate principal amounts specified in the Ordinance and, in the case of Bank Bonds, on the dates and in the principal amounts specified in the Ordinance, and (b) redemption at the option of the City (i) if the Bonds or portions thereof to be redeemed are in a Daily Mode or Weekly Mode, as a whole or from time to time in part on any Business Day, (ii) in whole or in part on any Rate Adjustment Date therefor, if such Bonds or portions thereof to be redeemed are in a Commercial Paper Mode, SIFMA Index Mode, or Term Mode, (iii) in whole or in part on the first day of the Fixed Mode for the Bonds or portions thereof to be redeemed, (iv) as a whole or from time to time in part on any day for Bank Bonds, or Bonds in a SIFMA Index Mode or a Term Mode that are bearing interest at a Stepped Rate, and (v) on any date during a SIFMA Index Mode, Term Mode, or Fixed Mode with an Interest Period of duration described in the following table, but only after the no-call period following the first day thereof described in such table:

Interest Period		
<u>Equal to or greater than</u>	<u>But less than</u>	<u>No-Call Period</u>

[insert applicable dates and prices]

in all cases on not less than 20 days, in the case of Bonds in a Daily Mode or Weekly Mode, not less than 30 days, in the case of Bonds in any other Interest Mode (except Bank Bonds or Bonds in a SIFMA Index Mode or a Term Mode that are bearing interest at a Stepped Rate), and in either case not more than 60 days prior written notice given by mail as provided in the Ordinance, upon payment of the redemption price, which shall consist of 100% of the principal amount of the Bonds or parts thereof so redeemed plus interest, if any, accrued thereon from the Bond Date specified above or the most recent Interest Payment Date to which the interest thereon has been paid or duly provided for to the redemption date.

“The Ordinance requires this Bond to be tendered by the Holder for purchase upon each Purchase Date described under “*Mandatory Tender*” in the “*Notice of Demand Privilege , Mandatory Tender, and Liquidity Support*” appearing hereon. By accepting this Bond the Holder agrees to all such provisions.”

and, *if authenticated and delivered in the Fixed Mode:*

“The Bonds are subject to (a) mandatory sinking fund redemption on [July ___] of the years and in the aggregate principal amounts specified in the Ordinance and (b) redemption at the option of the City, in whole or from time to time in part on any date (but not before _____), in all cases on not less than 30 nor more than 60 days prior notice given by mail as provided in the Ordinance, upon payment of the redemption price, which shall consist of 100% of the principal amount of the Bonds or parts thereof so redeemed plus interest, if any, accrued thereon from the most recent Interest Payment Date therefor to which the interest thereon has been paid or duly provided for to the redemption date.”

SECTION 2.5. Purchase of Bonds.

A. Tender and Purchase. For Bonds in a Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, or Term Mode when there exists a Liquidity Facility, the Paying Agent/Registrar shall effect the purchase of Bonds (or portions thereof in principal amount equal to, and leaving unpurchased, an authorized denomination), other than Bank Bonds, from any person (other than an Ineligible Owner thereof), at the Purchase Price therefor, payable in immediately available funds by the close of business on the applicable Purchase Date, but solely from and to the extent of the funds described in *Subsection C* of this *Section 2.5*, for the account of the persons described in *Subsection D* of this *Section 2.5*,

(1) **Daily Mode Tender Option:** while such Bonds or portions thereof are in a Daily Mode, upon tender (or constructive tender pursuant to *Subsection F* of this *Section 2.5*) for purchase of such Bonds or portions at the option of such person on any Business Day for such Bonds, endorsed in blank (or accompanied by a bond power executed in blank) to the extent of the portion to be purchased, at the principal office of the Tender Agent in the Place of Payment therefor by 12:00 noon, New York, New York time, on such Business Day, *if* notice (which notice shall be irrevocable and effective upon receipt) of such tender (specifying the principal amount thereof to be tendered, the Interest Mode then in effect therefor, the Purchase Date therefor, the name of the Holder thereof, and, if such Bond is a Book-Entry-Only Bond, the name and number of the account to which such Bond or portion is credited by the Securities Depository) shall have been given to the Remarketing Agent for such Bonds by 11:00 a.m., New York, New York time, on such Purchase Date, by telephone, facsimile, or other electronic notice, and

(2) **Weekly Mode Tender Option:** while such Bonds or portions thereof are in a Weekly Mode, upon tender (or constructive tender pursuant to *Subsection E* of this *Section*) for purchase of such Bonds or portions at the option of such person on any Business Day therefor,

endorsed in blank (or accompanied by a bond power executed in blank) to the extent of the portion to be purchased, at the office of the Tender Agent by 12:00 noon, New York, New York time, on such Business Day, in the Place of Payment, *if* notice (which notice shall be irrevocable and effective upon receipt) of the tender of such Bond (or portion thereof) for purchase (specifying the principal amount or portion of such Bond so to be tendered, the Interest Mode then in effect therefor, the Purchase Date therefor, the name of the Holder thereof and, if such Bond is a Book-Entry Bond, the name and number of the account to which such Bond or portion is credited by the Securities Depository) shall have been given by the Holder thereof or his attorney duly authorized in writing or, if such Bond is a Book-Entry Bond, by the beneficial owner thereof or his attorney duly authorized in writing, to the Remarketing Agent and the Tender Agent by 4:00 p.m., New York, New York time, on a Business Day therefor which is at least seven calendar days prior to such Purchase Date, in writing or by facsimile or other written electronic means, and

(3) **Mandatory Tender:** upon tender (or constructive tender pursuant to *Subsection E* of this Section) for purchase of such Bonds or portions as required by this Subsection, on:

(a) **Liquidity Facility Release:** if such Bonds or portions are in a Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, or Term Mode, and there then exists and is in effect a Liquidity Facility relating to the Bonds, (i) the third Business Day prior (A) to the expiration of the Liquidity Facility or (B) to the date of termination or suspension of the obligation of the Liquidity Bank under the Liquidity Facility with prior written notice to the Paying Agent/Registrar, and (ii) the last Business Day on or before any release of the Liquidity Facility pursuant to *Section 4.1B(4)*,

(b) **Interest Mode Changes:** the first Business Day therefor in each new Interest Mode for such Bonds or portions thereof designated pursuant to *Section 2.2C*, whether or not such new Interest Mode is effected,

(c) **Rate Adjustment:** the first Business Day of each Interest Period for such Bonds or portions while such Bonds or portions are in a (i) Commercial Paper Mode, (ii) SIFMA Index Mode, or (iii) Term Mode; and

(d) **Credit Facility Release:** if a Credit Facility is in effect hereunder, the third Business Day prior to the expiration of the Credit Facility or prior to the date of termination of the obligations of the Credit Enhancer thereunder with prior written notice to the Paying Agent/Registrar, and (ii) the last Business Day on or before the release of such Credit Facility pursuant to *Section 4.2J(5)*.

Each owner of Bonds or any portion thereof (other than an Ineligible Owner thereof), upon notice given by the Tender Agent pursuant to *Subsection B* of this *Section 2.5* and, if in a Commercial Paper Mode, on the first Business Day on or after each Rate Adjustment Date therefor, shall tender, and in any event shall be deemed to have tendered, to the Tender Agent at the Place of Payment, as agent for the persons which purchase the same pursuant to *Subsection D* of this *Section 2.5*, such Bonds or portions for purchase pursuant to this Subsection. Any Book-Entry-Only Bond (or portion thereof) which is required to be tendered for purchase pursuant to this Section shall be deemed tendered to the Tender Agent endorsed in blank when the Securities Depository shall have received sufficient instruction from the person to whose account at the Securities Depository such Bond or portion is credited to transfer beneficial ownership of such Bond (or portion) in blank or for the account of the Tender Agent, and payment of the Purchase

Price of such Bond (or portion) shall be deemed to be made when the Tender Agent or the Remarketing Agent gives sufficient instructions to (while maintaining sufficient funds at or delivering such funds to) the Securities Depository to credit such Purchase Price to the account of such person at the Securities Depository. Notwithstanding the foregoing, any Book-Entry-Only Bond may be so tendered, transferred, and paid for in accordance with the delivery order procedures of the Securities Depository.

B. Notice of Mandatory Tender. The Tender Agent shall give notice of each Purchase Date for Bonds or portions thereof described in *Subsection A(3)* of this *Section 2.5* (other than Purchase Dates described in *Subsection A(3)(c)(i)* of this *Section 2.5* for Bonds or portions thereof in a Commercial Paper Mode) to the Liquidity Bank (if any), the Paying Agent/Registrar, the Remarketing Agent, and each Holder of Bonds affected thereby by mail, first-class postage prepaid, not less than 20 days, if such Bonds or portions are in a Daily Mode or Weekly Mode, not less than 30 days, if such Bonds or portions are in any other Interest Mode (other than a Bank Bond or any Bond in a SIFMA Index Mode or a Term Mode bearing interest at Stepped Rate), and in either case not more than 60 days preceding such Purchase Date, stating:

(1) **Purchase Date:** the date of such Purchase Date,

(2) **Identification:** the Bonds to be purchased and, if less than all of the Bonds are to be tendered for purchase on such Purchase Date, an identification (by Bond and CUSIP number, Stated Maturity, Closing Date, and Interest Mode) and the principal amount of the Bonds or portions thereof so to be tendered;

(3) **Termination of Rights:** that each such Bond or portion thereof not tendered for purchase pursuant to *Subsection A(3)* of this *Section 2.5* by 12:00 noon, New York, New York time, on such Purchase Date shall be deemed to have been tendered for purchase on such Purchase Date at the Purchase Price therefor, and that, if due provision is made for the payment of such Purchase Price on such Purchase Date, such Holder shall not be entitled to any payment (including any interest accrued subsequent thereto) in respect of such Bond or portion other than the Purchase Price therefor,

(4) **Release of Liquidity Facility or Credit Facility:** in the case of a Purchase Date described in *Subsection A(3)(a)* or *(d)* of this *Section 2.5*, that the Liquidity Facility or Credit Facility, respectively, then in effect will thereafter no longer be in effect, and that any credit rating then assigned to the Bonds by any Rating Service may be reduced or withdrawn,

(5) **Payment Provisions:** the time and place for the tender of such Bonds or portions thereof and the then current names and addresses of the Tender Agent and the Remarketing Agent for such Bonds, and

(6) **Interest Mode or Period Change:** if applicable, the matters described in *Section 2.2F*,

and shall comply with the requirements of *Section 4.1A*, to the extent required or necessary in respect of each such Purchase Date.

C. Purchase Fund; Purchase of Tendered Bonds. The Tender Agent shall establish and maintain for the account of the persons described in *Subsection D* of this *Section 2.5* a special trust fund designated the "City of Corpus Christi, Texas Utility System Variable Rate Junior Lien Revenue

Improvement Bonds, Series 2014B Purchase Fund” (herein referred to as the *Purchase Fund*) and, within the Purchase Fund, separate accounts for Eligible Bonds and all other Bonds, respectively. The money deposited to each account of the Purchase Fund shall be held in trust separate and apart from all other funds held by the Tender Agent and applied solely as provided in this Subsection.

The Tender Agent shall deposit to the credit of the applicable account of the Purchase Fund the following funds promptly upon receipt (and no other funds) and shall apply the money in the applicable account of the Purchase Fund on each Purchase Date to pay the Purchase Price of the Bonds for which such account was established (or portions thereof) and which are tendered pursuant to *Subsection A* of this *Section 2.5* from the following sources in the following order of priority:

(1) **Remarketing Proceeds:** *first*, proceeds of the remarketing of such Bonds or portions (other than Bonds or portions remarketed to the City),

(2) **Liquidity Draws:** *second*, in the case of tendered Eligible Bonds and the related account in the Purchase Fund, amounts drawn under or derived from a Liquidity Facility, if having been accepted pursuant to *Section 4.1C* and at such time in force and effect pursuant to *Section 4.1A*, and

(3) **City Advances:** *third*, if sufficient amounts for the payment of the unpaid Purchase Price have not been deposited to the Purchase Fund by 4:00 p.m., New York, New York, time on the Purchase Date, from payments, if any, elected to be made by the City.

Upon tender for purchase of any Bond or portion thereof on the Purchase Date therefor or of any Untendered Bond on or after the Purchase Date therefor in accordance with *Subsection A* of this *Section 2.5*, endorsed in blank (or accompanied by a bond power executed in blank) to the extent of the portion to be purchased, the Paying Agent/Registrar shall pay to the Holder of such Bond or such Untendered Bond the Purchase Price therefor or for such portion on behalf of the purchaser thereof specified in *Subsection D* of this *Section 2.5* from funds available for such purchase held in the applicable account of the Purchase Fund.

Upon constructive tender for purchase in accordance with *Subsection D* of this *Section 2.5* of any Book-Entry-Only Bond or portion thereof to be purchased in accordance with *Subsection A* of this *Section 2.5*, the Tender Agent shall pay to the Securities Depository, for credit to all accounts to which such Bonds or portions are credited (other than accounts and in amounts specified by the Tender Agent), the Purchase Price therefor on behalf of the purchaser thereof specified in *Subsection D* of this *Section 2.5* from funds available for such purchase held in the applicable account of the Purchase Fund.

The Tender Agent shall hold all money delivered to it hereunder and deposited (or required to be deposited) to each account in the Purchase Fund for the purchase of the applicable Bonds or portions thereof in trust solely for the benefit of the respective persons which shall have so delivered such money until the Bonds or portions thereof purchased with such money are delivered pursuant to *Subsection D* of this *Section 2.5* and, thereafter, in the order specified above, for the benefit of the persons to whom such money is to be paid hereunder.

Amounts deposited to the Purchase Fund for the payment of the Purchase Price of Bonds or portions thereof which have been sold pursuant to the Remarketing Agreement (other than to the City) or purchased by the Liquidity Bank, if any, shall be promptly applied to effect the purchase thereof from the Remarketing Agent or the Liquidity Bank (if any), *if* permitted or required by the Liquidity Facility. If, at 4:30 p.m., New York, New York time, on any Purchase Date or upon any earlier payment of the Purchase

Price of all Bonds or portions thereof required by this Section to be purchased on such Purchase Date, any balance remains in the accounts of the Purchase Fund in excess of any unsatisfied purchase obligation under this Section, such excess shall be promptly disbursed, *first*, to the Liquidity Bank, if any, from amounts in the account established for Eligible Bonds to the extent of any unpaid obligation owed to such person under the Liquidity Facility (if one is at such time valid and in effect) and, *second*, to the City to the extent of any remaining balance. Money held for the credit of the Purchase Fund shall be held by the Tender Agent without investment.

D. *Disposition of Tendered Bonds.* Bonds or portions thereof tendered or deemed tendered pursuant to *Subsection A* of this *Section 2.5*, the Purchase Price for which has been paid pursuant to *Subsection C* of this *Section 2.5*, shall have been purchased:

(1) ***Remarketing:*** by the Remarketing Agent, if the obligation of the Remarketing Agent to remarket the Bonds under the Remarketing Agreement represents a firm financial arrangement or commitment and, if not, by the persons to whom Bonds or portions thereof have been remarketed to the extent the Purchase Price for such Bonds or portions has been paid pursuant to *Subsection C(1)* of this *Section 2.5*,

(2) ***Liquidity Bank:*** by the Liquidity Bank (if any) to the extent the Purchase Price therefor is paid from amounts drawn under or derived from the Liquidity Facility at such time as may then be in force and effect pursuant to *Subsection C(2)* of this *Section 2.5*, and

(3) ***City:*** otherwise by the City.

Whenever any Bond or portion thereof (other than a Book-Entry-Only Bond) tendered or deemed tendered pursuant to this *Section 2.5* is purchased pursuant to this *Section 2.5*, the City shall execute, and the Tender Agent shall authenticate and deliver, in the name of and to the person deemed to have purchased the same or its designee, one or more new Bonds of any authorized denomination and same Interest Mode, bearing interest at the same rate and for the same Interest Period, and of a like aggregate principal amount pursuant to *Section 2.7*. Whenever any Book-Entry-Only Bond or portion thereof tendered or deemed tendered and is purchased pursuant to this *Section 2.5*, the Tender Agent shall cause such Bond or portion to be credited to the account at the Securities Depository of the person deemed to have purchased the same or any nominee thereof specified by such person.

The Tender Agent shall hold all Bonds delivered to it hereunder in trust solely for the benefit of the respective Holders which have so delivered such Bonds until money representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Holders.

In carrying out its responsibilities under this Section, the Tender Agent shall be acting solely as the agent of the Holders and owners from time to time of the Bonds or portions thereof tendered or deemed tendered pursuant to this *Section 2.5* and of the persons purchasing the same pursuant to this *Section 2.5*, respectively. No delivery of Bonds to the Tender Agent pursuant to this *Section 2.5* shall constitute a redemption of Bonds or other extinguishment of the debt evidenced thereby.

E. *Failed Remarketing in Certain Term Modes.* If the Bonds are tendered for purchase in connection with a conversion to an Interest Period from an existing Interest Period during which the Bonds are in a SIFMA Index Mode or a Term Mode, and there then exists no Liquidity Facility relating to the Bonds (and there was no Liquidity Facility upon the commencement of the then-expiring Interest Period), then the Bonds shall be subject to mandatory tender on the first day of such subsequent Interest Period pursuant to *Section 2.5A(3)(b)*. In the event that such Bonds are not converted and remarketed to

new purchasers on the scheduled date of mandatory tender, the City shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Ordinance or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will, while bearing interest at Stepped Rate, be subject to redemption and mandatory tender for purchase on any date upon which a conversion occurs (which shall occur at the City's discretion upon delivery of at least one day's notice to the Holders thereof), and (iv) will be deemed to continue in a SIFMA Index Mode or at a Term Mode, as applicable, for all other purposes of this Ordinance, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Ordinance. In the event of a failed conversion and remarketing as described above, the City will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such Interest Mode or Modes as the City directs, at a rate not exceeding the Maximum Rate. All other provisions of this Ordinance applicable to Bonds in a SIFMA Index Mode or a Term Mode, as applicable, shall apply to and govern Bonds described in this *Section 2.5E* to the extent such terms are not in conflict with those included herein.

F. *Untendered Bonds.* Any Bond (or portion thereof) which is required to be but which is not tendered for purchase on a Purchase Date by the time specified in this *Section 2.5* (such Bonds or portions herein referred to as *Untendered Bonds*) shall, upon deposit in the Purchase Fund of an amount sufficient to pay the Purchase Price of such Bond or portion on such Purchase Date, be deemed to have been tendered and sold on such Purchase Date to the person specified in *Subsection D* of this *Section 2.5*, and thereafter (a) the Holder thereof shall not be entitled to any payment (including any interest accrued subsequent to such Purchase Date) in respect thereof other than the Purchase Price for such Bond or portion thereof, and such Untendered Bond (except any Bond issued in lieu thereof pursuant to *Subsection D* of this *Section 2.5*) shall no longer be entitled to the benefit of this Ordinance, except for the purpose of payment of the Purchase Price therefor, and (b) the City shall execute, and the Paying Agent/Registrar shall authenticate and deliver, in the name of the person specified in *Subsection D* of this *Section 2.5*, one or more new Bonds of any authorized denomination, with same aggregate principal amount, in the same Interest Mode, having the same Maturity, and bearing interest at the same rate.

G. *Remarketing Agent.* The City hereby appoints _____ to serve as the initial Remarketing Agent and authorizes the execution of the Remarketing Agreement, dated as June 17, 2014, between the City and the Remarketing Agent, in substantially the form presented to the City in connection herewith (and as attached hereto as Exhibit F, by an Authorized Official as the act and deed of the City. At the discretion of the City Council or an Authorized Official and prior to the commencement of the period during which the Bonds may be remarketed, the City shall be permitted to appoint a substitute Remarketing Agent for the Bonds (which appointment may be made or be authorized in an Approval Certificate or a Conversion Ordinance), with power to act in the determination of the duration of each Interest Period for each Bond or portion thereof in a Commercial Paper Mode pursuant to *Section 2.2D* and of each Daily Rate, Weekly Rate, Commercial Paper Rate, Applicable Spread (other than for the initial Interest Period in the initial Interest Period, in which case such substantive role for determining the Applicable Spread will be served by the Purchasers), Term Rate, and Fixed Rate for each Bond or portion thereof pursuant to *Section 2.2E*, and to offer and resell Bonds or portions thereof tendered or deemed tendered pursuant to this Section. Each Remarketing Agent shall at all times be a bank or trust company or a member of the New York Stock Exchange or the Financial Industry Regulatory Authority and shall have a minimum capitalization of \$15,000,000 and be authorized by law to perform all the duties imposed by this Ordinance on a Remarketing Agent.

The form of any Remarketing Agreement to be entered into with any substitute Remarketing Agent shall be approved by the City in a Conversion Ordinance.

Any corporation into which the Remarketing Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation, or conversion to which the Remarketing Agent shall be a party, or any corporation succeeding to the corporate trust business of the Remarketing Agent, shall be the successor of the Remarketing Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any further act on the part of the parties hereto or the Remarketing Agent or successor.

The Remarketing Agent may at any time resign by giving written notice of such resignation to the Paying Agent/Registrar, the Tender Agent, any Credit Enhancer, any Liquidity Bank, and to the City. The City may terminate the agency of the Remarketing Agent at any time by giving written notice of such termination to such Remarketing Agent, the Paying Agent/Registrar, the Tender Agent, any Credit Enhancer, and any Liquidity Bank. Upon receiving such a notice of resignation or upon such a termination, or in case at any time the Remarketing Agent shall cease to be eligible under this Section, the City shall, unless the Interest Mode for all Bonds is then a SIFMA Index Mode or a Term Mode that is not in the period specified for remarketing or has been converted to the Fixed Mode (in the case of a Remarketing Agent), appoint a successor Remarketing Agent for the Bonds with the consent of the Credit Enhancer, and shall give written notice of such appointment to the Paying Agent/Registrar, the Tender Agent, any Credit Enhancer, and any Liquidity Bank. Such appointment shall be evidenced by an Approval Certificate or a Conversion Ordinance.

H. *Tender Agent.* Whenever Bonds are in or are to be converted to an Interest Mode (other than Bonds in a Fixed Mode), there shall be a Tender Agent (which may be the Paying Agent/Registrar, if qualified for such appointment hereunder) appointed by the City and the approval (in the case of successor Tender Agents) of any Credit Enhancer and any Liquidity Bank with power to act in the purchase of Bonds pursuant to this *Section 2.5* and payment of the Purchase Price therefor.

The Tender Agent shall at all times be a commercial bank or trust company that, in either case, has an office in the Place of Payment and is organized and doing business under the laws of the United States or of any state, has a combined capital and surplus of at least \$50,000,000, is authorized under such laws to exercise corporate trust powers, is subject to supervision or examination by federal or state authority, and satisfies the qualifications, if any, stated in any Liquidity Facility. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this *Section 2.5* the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is appointed Tender Agent. The form of Tender Agent Agreement attached hereto as Exhibit B is incorporated herein by reference for all purposes and is hereby approved as to form and content, and any Authorized Official is hereby authorized to execute and deliver a Tender Agent Agreement substantially in such form and to such effect with the Tender Agent on behalf of the City as the act and deed of the City Council.

Any person into which any Tender Agent may be merged or converted or with which it may be consolidated, or any person resulting from any merger, consolidation, or conversion to which any Tender Agent shall be a party, or any person succeeding to the corporate trust or debt securities administration business of any Tender Agent, shall be the successor of the Tender Agent hereunder, if such successor person is otherwise eligible under this Section, without the execution or filing of any further document on the part of the parties hereto or the Tender Agent or such successor person.

Any Tender Agent may resign by giving 30 days prior written notice of such resignation to the Paying Agent/Registrar, the City, any Credit Enhancer, and any Liquidity Bank. The City may terminate the agency of any Tender Agent by giving written notice of such termination to such Tender Agent and the Paying Agent/Registrar, any Credit Enhancer, and any Liquidity Bank. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Tender Agent shall cease to be eligible under this Section, the City shall promptly appoint a successor Tender Agent with the consent of any Credit Enhancer and any Liquidity Bank and give written notice of such appointment to the Paying Agent/Registrar, and the Paying Agent/Registrar shall then give written notice of such appointment to the Remarketing Agent (if any at such time serving) and the Bondholders. A successor Tender Agent shall be appointed hereunder unless no Bonds are in a Daily Mode, Weekly Mode, SIFMA Index Mode, Commercial Paper Mode, or Term Mode.

No such resignation or removal shall take effect until a successor Tender Agent shall have been appointed and accepted such appointment and, if a Liquidity Facility is then in effect hereunder and the Tender Agent is then a beneficiary thereunder, either effective transfer to the successor Tender Agent of the existing Liquidity Facility or delivery to the successor Tender Agent of a substitute Liquidity Facility naming such successor Tender Agent as beneficiary but otherwise containing the same terms as the Liquidity Facility then in effect. If no successor Tender Agent has accepted appointment within 30 days after the Tender Agent has given notice of its resignation or has been removed as provided above, the Tender Agent may petition any court of competent jurisdiction for the appointment of a temporary successor Tender Agent, provided that any Tender Agent so appointed shall immediately and without further act be superseded by any Tender Agent appointed by the City as provided above. If the Tender Agent does elect to act to petition a court of competent jurisdiction for the appointment of a temporary successor Tender Agent, it will do so only to the extent that it is indemnified to its satisfaction against the cost and expense of such defense or initiation, including attorneys' fees.

SECTION 2.6. *Book-Entry-Only System.*

It is intended that the Bonds initially be registered so as to participate in a securities depository system (herein referred to as the *DTC System*) with The Depository Trust Company, New York, New York, or any successor entity thereto (herein referred to as *DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in *Section 2.8*) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations with DTC attached hereto as Exhibit D (herein referred to as the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (herein referred to as a *Direct Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (herein referred to as an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Direct Participant with respect to any ownership interest in the Bonds, or (ii) the delivery to any Direct Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Direct Participant or any Indirect Participant or any other person, other than a Holder of a Bond, of any amount

with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

SECTION 2.7. *Execution; Registration; Transfer; and Exchange.*

A. *Execution.* The Bonds shall be executed on behalf of the City by its Mayor, its seal reproduced or impressed thereon, and attested by the City Secretary. The signature of either officer on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (defined herein), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

B. *Registration Certifications.* No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in *Section 3.3*, 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 3.4*, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

C. *Registration; Beneficial Owners.* The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for

cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

H. *Predecessor Bonds.* Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to *Section 2.11* in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 2.8. *Initial Bonds.*

The Bonds herein authorized shall be issued initially as one fully-registered Bond in the principal amount of Bonds authorized hereby numbered T-1 (herein referred to as the *Initial Bond*), shall be dated _____, 2014 (the *Dated Date*), and shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, principal amounts, and interest rates, 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 2.9. *Bonds Are Negotiable Instruments.*

Each of the Bonds authorized herein shall be deemed and construed to be a “security” and as such a negotiable instrument with the meaning of the Chapter 8 of the Texas Uniform Commercial Code.

SECTION 2.10. *Cancellation.*

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

SECTION 2.11. *Mutilated, Destroyed, Lost, and Stolen Bonds.*

If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Paying Agent/Registrar receives evidence to its satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Paying Agent/Registrar such security or indemnity as may be required to save each of the City and the Paying Agent/Registrar harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City 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 Bond, a new Bond 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 Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this *Section 2.11*, the City 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 Bond issued pursuant to this *Section 2.11* in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

The provisions of this *Section 2.11* are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 2.12. *Sale of Bonds; Official Statement Approval; Approval of Purchase Contract.*

The Bonds authorized by this Ordinance are hereby sold by the City to _____, [the authorized representative of a group of underwriters] (*the Purchasers*, and having all the rights, benefits, and obligations of a Holder), at the price of par, less a Purchasers’ discount of \$_____, and no accrued interest, in accordance with the provisions of the Purchase Contract (*the Purchase Contract*)

attached hereto as Exhibit C. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Initial Bonds shall be registered in the name of _____. The Bonds are initially issued in a Term Mode commencing on the date of initial delivery of the Bonds (anticipated to occur on or about _____, 2014) and concluding on the day immediately preceding the Business Day occurring on or immediately after [July __], 20__.

Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of the City Council, and in regard to the approval and execution of the Purchase Contract, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement shall be and is hereby in all respects approved and the Purchasers is hereby authorized to use and distribute the final Official Statement, dated _____, 2014, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 2.13. *Application of Bond Proceeds.*

Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, received from the Purchasers shall be deposited into the Bond Fund.
- (2) The City received a [net] original issue reoffering premium from the Sale of the Bonds of \$_____, \$_____ of which is hereby allocated by the City to pay certain costs of issuance and the balance allocated by the City in the manner described in Paragraph 3 below.
- (3) The balance of the proceeds derived from the sale of the Bonds (after paying other costs of issuance and other deposits referred to in Paragraphs 1 and 2 above) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Bonds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of *Section 5.6* of this Ordinance. Interest earned on the proceeds of the Bonds pending completion 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 deposited into the Bond Fund and expended in accordance with *Section 5.2*.

SECTION 2.14. *Control and Custody of Bonds.*

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 Bonds 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 Bonds to the Purchasers.

Furthermore, any Authorized Official or any combination of them are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers.

**ARTICLE III
FORMS OF BONDS**

SECTION 3.1. *Forms Generally.*

The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Initial Bond, the Certificate of Registration, the form of Assignment, and the Notice of Demand Privilege, Mandatory Tender, and Liquidity Support to be reproduced on Bonds in any Interest Mode other than the Fixed Mode shall be substantially in the forms set forth in this Article III, 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 Bonds are insured, identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association, and such legends and endorsements (including any reproduction of an Opinion of Counsel) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or typed or produced in any other manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof.

[The remainder of this page intentionally left blank.]

SECTION 3.2. Form of Definitive Bond.

**REGISTERED
NO.** _____

REGISTERED AMOUNT
\$ _____

**United States of America
State of Texas
Counties of Nueces, Aransas, Kleberg, and San Patricio
CITY OF CORPUS CHRISTI, TEXAS UTILITY SYSTEM
VARIABLE RATE JUNIOR LIEN REVENUE IMPROVEMENT BONDS,
SERIES 2014B**

Interest Rate: **Bond Date:** **Stated Maturity:** **CUSIP No.**
..... _____, 2014

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

The City of Corpus Christi, Texas (herein referred to as the *City*), a body corporate and municipal corporation located primarily in Bexar County, Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (herein referred to as the *Holder*), or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date specified above, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the per annum rate or rates of interest and to the persons hereinafter described until payment thereof is made or duly provided for at or after the Stated Maturity or any earlier redemption date therefor. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender of this Bond at a corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*) executing the registration certificate appearing hereon, or a successor thereof, in a city designated by it for such purpose (herein after referred to as the *Place of Payment*).

If the specified date for any payment hereon shall be a Saturday, Sunday, or legal holiday or the equivalent (other than a moratorium) on which banking institutions generally are authorized to close in the Place of Payment [*or shall otherwise be a day other than a Business Day, as herein defined*]*, then such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

1. **Series, Purpose, and Authority.** This Bond is one of a duly authorized issue of bonds of the City designated as its "Utility System Variable Rate Junior Lien Revenue Improvement Bonds, Series 2014B" issued and to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$_____) (herein referred to as the *Bonds*) pursuant to an ordinance adopted by the governing body of the City (referred to as the *Ordinance*) for the purpose of providing funds for (i)

* Bracket phrase may be omitted from the Bonds authenticated on or after the first day of the Fixed Mode for the Bonds of such series.

acquiring, purchasing, constructing, improving, repairing, extending, enlarging, equipping and renovating the System and (ii) paying the costs of issuing the Bonds. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapters 1371 and 1502, as amended, Texas Government Code, the City's Home Rule Charter, and the Ordinance.

2. **Interest.** *[Insert the applicable paragraphs from Section 2 relating to the payment of interest on the Bonds.]*

3. **Redemption.** *[Insert the applicable paragraph(s) from Section 2 relating to the redemption of Bonds.]*

It is provided in the Ordinance that Bonds may be redeemed in part and that upon any partial redemption of any such Bond the same shall, *except* as otherwise permitted by the Ordinance, be surrendered in exchange for one or more new Bonds of the same interest rate in authorized form and denominations for the unredeemed portion of principal. Bonds (or portions thereof) for whose redemption and payment provision is made in accordance with the Ordinance shall thereupon cease to be entitled to the lien of the Ordinance and shall cease to bear interest from and after the date fixed for redemption.

4. **Limited Obligations.** The Bonds of this series are special obligations of the City, issued as Junior Lien Obligations, payable from and equally and ratably secured by a lien on and pledge of the Junior Lien Pledged Revenues, being (primarily) a lien on and pledge of the Net Revenues derived from the operation of the City's utility system (as further described in the Ordinance, the *System*), that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds, but senior and superior to the lien thereon and pledge thereof securing the repayment of the Subordinate Lien Obligations and the Inferior Lien Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Priority Bonds, Additional Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Inferior Lien Obligations without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Ordinance or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City or System, except with respect to the Junior Lien Pledged Revenues.

5. **Provisions of Ordinance.** Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Net Revenues pledged for the payment of the Bonds; the terms and conditions under which the City may issue Additional Priority Bonds, Additional Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Inferior Lien Obligations; the terms and conditions relating to the transfer or exchange of the Bonds; 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 City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be deemed to be no longer Outstanding thereunder; and the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

6. **Transfer.** This Bond, 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 Bonds of the same 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.

7. **Conclusive Owner.** The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on each Record Date for the payment of interest hereon as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at Stated Maturity, or redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar nor any such agent of either shall be affected by notice to the contrary.

8. **Representations.** 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 Bond in order to render the same a legal, valid, and binding special obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law; that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of and lien on the Net Revenues. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

9. **Governing Law.** The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Unless either a Registration Certificate of the Comptroller of Public Accounts of the State of Texas hereon has been executed by such Comptroller or her duly authorized agent or a Certificate of Authentication hereon has been executed by the Paying Agent/Registrar, in each case by manual signature, this Bond shall not be entitled to any benefit under the Ordinance or be valid or obligatory for any purpose.

[Signature page follows]

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

CITY OF CORPUS CHRISTI, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

SECTION 3.3. Form of Registration Certificate of Comptroller of Public Accounts.

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

SECTION 3.4. Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds referred to in the within-mentioned Ordinance, a Predecessor Bond for which has been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication:

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

By: _____
Authorized Signature

SECTION 3.5. Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number): _____

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

DATED: _____

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

Signature guaranteed:

SECTION 3.6. Form of Notice of Demand Privilege, Mandatory Tender, and Liquidity Support.

**NOTICE OF DEMAND PRIVILEGE, MANDATORY TENDER,
AND LIQUIDITY SUPPORT**

Optional Tender. The Tender Agent is required by the Ordinance to purchase, but solely from and to the extent of the sources of funds hereinafter described, for the account of one or more purchasers specified in the Ordinance, at the Purchase Price hereinafter described, the within Bond (or any portion thereof which in principal amount is equal to an authorized denomination), unless (and to the extent) such Bond or portion is a Bank Bond (as defined in the Ordinance) or is owned by or on behalf or for the benefit or account of the City or certain affiliates described in the Ordinance, upon tender for purchase by the Holder (or, if registered in the name of the Securities Depository or its nominee, the beneficial owner) thereof on:

(1) **Daily Mode:** any Business Day while such Bond is in a Daily Mode, if telephone, facsimile, or other electronic notice of such tender has been received by the Remarketing Agent referred to below not later than 11:00 a.m., New York, New York time, on such Business Day, and

(2) **Weekly Mode:** any Business Day while such Bond or portion is in a Weekly Mode, if notice of such tender has been received by the Remarketing Agent and the Paying Agent/Registrar in writing or by facsimile or other written electronic means not later than 4:00 p.m., New York, New York time, on a Business Day which is at least seven calendar days prior to such Purchase Date,

in each case upon presentment of such Bond endorsed in blank (or accompanied by a bond power executed in blank) by such Holder at the office of the Tender Agent or, in the case of a Bond registered in the name of the Securities Depository or its nominee, upon credit of the beneficial ownership of such Bond to the account of the Tender Agent at the Securities Depository or any direct or indirect participant thereof other than such beneficial owner, in each case to the extent of the portion to be purchased, not later than 12:00 noon, New York, New York time, on such Purchase Date, such notice in each case stating the principal amount and Interest Mode of such Bond to be tendered, the Purchase Date therefor, and the name of the registered Holder thereof (or, if such Bond is registered in the name of the Securities Depository or its nominee, the name of the beneficial owner thereof and the name and number of the account at the Securities Depository to which the beneficial ownership of such Bond or portion thereof is then credited). The "*Purchase Price*" at which such Bond or portion thereof is to be so purchased is equal to 100% of the principal amount thereof plus interest, if any, accrued thereon (excluding Bank Differential) from the Bond Date specified in the within Bond or the most recent Interest Payment Date therefor to which interest thereon has been paid or duly provided for to, but excluding, such Purchase Date, payable in immediately available funds on such Purchase Date, *provided* that such Purchase Price shall be payable solely from and to the extent of available funds realized from the remarketing of Bonds or drawn under or derived from the Liquidity Facility or, at the election of the City, funds advanced by the City. All notices of optional tender shall be irrevocable and effective upon receipt.

Mandatory Tender. As provided in the Ordinance, the within Bond (or the applicable portion thereof specified below) is required to be tendered for purchase (except to the extent such Bond or any portion thereof is a Bank Bond, as defined in the Ordinance, or registered in the name of the City) in the manner and place and for the account of the persons specified below, at the Purchase Price, but solely from and to the extent of available funds realized from the remarketing of Bonds or drawn under or

derived from the Liquidity Facility (if any) referred to below or, at the election of the City, funds advanced by the City, upon:

(1) **Liquidity Facility Release:** if a Liquidity Facility is in effect under the Ordinance, the (a) third Business Day preceding the date on which (i) the Liquidity Facility referred to below shall expire or (ii) the obligations thereunder of the person obligated thereon shall terminate on prior notice to the Paying Agent/Registrar, and (b) last Business Day on or before any release of the Liquidity Facility upon acceptance of a substitute therefor, if in either case such Bond or portion is in a Daily Mode, Weekly Mode, Commercial Paper Mode, SIFMA Index Mode, or Term Mode,

(2) **New Interest Mode or Period:** the first Business Day of each new Interest Mode for such Bond or portion thereof for which notice is given to the Holder, whether or not such new Interest Mode is effected,

(3) **New Commercial Paper Rate, SIFMA Index Mode or Term Rate:** the first Business Day of each Interest Period for such Bond or portion thereof while it is in (a) a Commercial Paper Mode, (b) a SIFMA Index Mode, or (c) a Term Mode, and

(4) **Credit Facility Release:** if a Credit Facility is in effect under the Ordinance, (a) the third Business Day prior to the expiration of the Credit Facility or prior to the date of termination of the obligations of the Credit Enhancer thereunder with prior written notice to the Paying Agent/Registrar, and (b) the last Business Day on or before the release of the Credit Facility due to substitution of an alternate Credit Facility,

in each case upon presentment of such Bond endorsed in blank (or accompanied by a bond power executed in blank) by such Holder at the corporate trust office of the Tender Agent or, in the case of a Bond registered in the name of the Securities Depository or its nominee, upon credit of the beneficial ownership of such Bond to the account of the Tender Agent at the Securities Depository or any direct or indirect participant thereof other than such beneficial owner, not later than 12:00 noon, New York, New York time, on such Purchase Date. Written notice of each such mandatory tender for purchase is required to be mailed by the Tender Agent to the Holder of such Bond (*except* in the case of a tender required pursuant to *Clause (3)(a)* immediately above) not less than 20 days, if such Bond or portion thereof is in a Daily Mode or Weekly Mode, not less than 30 days, if such Bond or portion thereof is in any other Interest Mode, and in either case not more than 60 days prior to such Purchase Date.

Untendered Bonds. Bonds or portions thereof for which notice of tender is duly given in accordance with the provisions described under “Optional Tender” above for any Purchase Date, or which are required to be tendered pursuant to the provisions described under “Mandatory Tender” above on any Purchase Date, and for which payment of the Purchase Price therefor is duly provided for on such Purchase Date, will be deemed to be sold on such Purchase Date, and the owner thereof shall not thereafter be entitled to any payment (including any interest accrued subsequent to such Purchase Date) in respect thereof other than such Purchase Price or otherwise be secured by or entitled to any benefit under the Ordinance.

[Liquidity Support; Remarketing. Payment of the Purchase Price of Bonds that are tendered in accordance with the provisions of the Ordinance described above has been provided for the period stated therein, subject to certain conditions, by a [*name of Liquidity Facility*], dated as of [*date*] (together with any extension thereof or substitution therefor obtained by the City in accordance with the Ordinance, herein and in the within Bond referred to as the *Liquidity Facility*), among the Paying Agent/Registrar, the

Tender Agent, the City, and [name of Liquidity Bank] (herein and in the within Bond in such capacity, together with the obligor on any such substitute Liquidity Facility, referred to as the *Liquidity Bank*), unless such Bonds are sooner purchased pursuant to remarketing in accordance with a remarketing agreement between the City and the remarketing agent appointed by the City for the Bonds (herein and in the within Bond, together with substitutes therefor, referred to as a *Remarketing Agent*). The Remarketing Agent for the Bonds is [name of Remarketing Agent].

Remarketing with No Liquidity Facility in Place. The Bonds were sold or remarketed into the current Interest Period without additional liquidity support being provided in the form of a Liquidity Facility. As a result, payment of the Purchase Price of Bonds that are tendered in accordance with the provisions of the Ordinance shall be made only from proceeds resultant from the remarketing of the Bonds by the Remarketing Agent (defined herein) on the City’s behalf in accordance with the Ordinance. As required under the Ordinance, the City has entered into a “Remarketing Agreement” between the City and the remarketing agent appointed by the City for the Bonds (herein and in the within Bond, together with substitutes therefor, referred to as a *Remarketing Agent*), who shall serve in such capacity until the remarketing of the Bonds has been accomplished. The Remarketing Agent for the Bonds is [name of Remarketing Agent].

In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the City shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Ordinance or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will, while bearing interest at a Stepped Rate, be subject to redemption and mandatory tender for purchase on any date upon which a conversion occurs (which shall occur at the City’s discretion upon delivery of at least one day’s notice to the holders thereof), and (iv) will be deemed to continue in a SIFMA Index Mode or Term Mode, as applicable, for all other purposes of the Ordinance, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Ordinance. In the event of a failed conversion and remarketing as described above, the City will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such Interest Mode or Modes as the City directs, at a rate not exceeding the Maximum Rate.*]

**Insert applicable paragraph in bracketed text.*

Definitions. All terms in the above notice have the meanings ascribed to such terms in the within Bond or the Ordinance.

ARTICLE IV SECURITY AND LIQUIDITY

SECTION 4.1. *Liquidity Facility.*

A. *Tender Agent to Demand Purchase Price.* If a Liquidity Facility is in effect hereunder, the Tender Agent shall give such notice and do such other acts as may be required by such Liquidity Facility (in the manner therein permitted and by the time required thereby) to cause the Liquidity Bank on each Purchase Date to purchase at the Purchase Price, or otherwise to advance the Purchase Price of, all Eligible Bonds or portions thereof (1) that are required to be purchased pursuant to this *Section 4.1* on such Purchase Date and (2) for which the Purchase Price therefor has not been paid or deposited in

immediately available funds to the Purchase Fund from the proceeds of the remarketing of such Bonds (other than to the City) by 12:00 noon, New York, New York time, on such Purchase Date. On each Purchase Date the Tender Agent shall give notice to the City and the Liquidity Bank by telephone, promptly confirmed in writing, or by facsimile or other electronic means specifying the Purchase Price of Bonds to be purchased pursuant to or with funds drawn under the Liquidity Facility on such date. In making draws or claims for payment under the Liquidity Facility, the Tender Agent shall act on behalf and for the account and benefit of the Holders (other than the City) and not on behalf, for the account or benefit, or subject to the control of the City. All funds drawn or claimed by the Tender Agent under the Liquidity Facility shall be credited to the Purchase Fund and applied in accordance with this *Section 4.1*.

B. Release of Liquidity Facility. The Tender Agent shall release and return the Liquidity Facility to the Liquidity Bank at the request of the City or approve the assignment of the Liquidity Facility by the Liquidity Bank without recourse:

(1) **Defeasance:** when there are no Outstanding Bonds other than Bonds in a Fixed Mode; or

(2) **Expiration or Termination:** when the Liquidity Facility has expired or been terminated in accordance with its terms; or

(3) **Successor Tender Agent:** when a successor Tender Agent has been appointed and qualified pursuant to this Ordinance and a new Liquidity Facility has been issued to such successor; or

(4) **Replacement:** at the close of business on the first Business Day for all Bonds on or after the first day as of which (i) an alternate Liquidity Facility has been issued to and accepted by the Tender Agent at the direction of the City in accordance with *Subsection C* of this *Section 4.1* and (ii) the Purchase Price of all Bonds tendered or deemed tendered on such Business Day pursuant to this *Section 4.1* has been paid or duly provided for; *provided* that, if any portion of the Bonds is then in a Commercial Paper Mode, SIFMA Index Mode, Term Mode, or Fixed Mode, such Business Day is also the first Business Day of an Interest Period for each such Bond; or

(5) **Release Upon Conversion:** at the close of business on the first Business Day on which all Bonds are in a Fixed Mode, *provided* that the Purchase Price of all Bonds tendered or deemed tendered on such Business Day pursuant to this *Section 4.1* has been paid or duly provided for;

and not otherwise; *provided* that, no such release or assignment shall be effected by the Tender Agent pursuant to *Clause B(4)* of this Section unless the Credit Enhancer consents in writing to such release or assignment or the Credit Facility is then released pursuant to *Section 4.2J*. The Tender Agent shall give notice of the mandatory tender of Bonds prior to the date of any release or assignment pursuant to *Clause B(2)* or *B(4)* of this *Section 4.1* in accordance with *Section 2.5B*.

C. Acceptance of Liquidity Facility. The initial Liquidity Facility and each alternate Liquidity Facility accepted by the Tender Agent in substitution for the Liquidity Facility then in effect, and each extension or amendment of the Liquidity Facility then in effect,

(1) **Stated Amount:** shall provide for draws or claims sufficient to pay a Purchase Price up to the principal of the Bonds or portions thereof in a Daily Mode, Weekly Mode,

Commercial Paper Mode, SIFMA Index Mode, or Term Mode plus interest on each such Bond, at the maximum per annum rate of interest which may be borne by such Bonds or portions during any Interest Mode to be in effect therefor (assuming no subsequent ordinance designating a different Interest Mode) during the term of such Liquidity Facility, for up to at least (i) 35 days in respect of all such Bonds or portions thereof then in a Daily Mode or Weekly Mode plus (ii) the greatest number of days between Interest Payment Dates therefor in respect of all such Bonds or portions then in a Commercial Paper Mode and a SIFMA Index Mode plus (iii) 180 days in respect of all such Bonds in a Term Mode;

(2) **Term:** shall have a term which, if the resulting release of the Liquidity Facility then in effect shall occur while any Bonds (or portions thereof) are in a Commercial Paper Mode, SIFMA Index Mode, or Term Mode, is not less than the shorter of the remaining term of the Liquidity Facility then in effect or the remaining term of the Interest Period for such Bonds (or portions thereof) then in effect,

(3) **Form:** may be a bond purchase agreement, letter of credit, line of credit, policy of insurance, surety bond, acceptance, or guarantee or otherwise be in structure and form different from the Liquidity Facility then in effect; and

(4) **Approval:** shall be consented to (as to both form and the identity of the provider) in writing by the Credit Enhancer, if any.

The Tender Agent shall accept an alternate Liquidity Facility in substitution for the Liquidity Facility then in effect which is to be released in accordance with *Subsection B* of this *Section 4.1* or an extension or amendment thereof, at the direction of the City given by ordinance of the City Council delivered to the Tender Agent, but (in the case of an alternate Liquidity Facility or an amendment, not comprising a mere extension, that affects the payment obligations of the Liquidity Bank) only upon receipt by the Tender Agent and by the Credit Enhancer (if any) of an Opinion of Counsel stating that (1) such Liquidity Facility or amendment was issued in accordance with the conditions of this *Section 4.1*, (2) such Liquidity Facility constitutes a legal, valid, and binding obligation of the obligor thereon and is enforceable in accordance with its terms (*except* to the extent that the enforceability thereof may be limited by principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium, or other laws for the relief of debtors other than the City and by general principles of equity which permit the exercise of judicial discretion), and (3) the substitution of such alternate Liquidity Facility for the Liquidity Facility then in effect or the acceptance of such amendment, as the case may be, will not adversely affect any exclusion of the interest on any Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. The Tender Agent shall not be required to accept or cause to be accepted any such alternate Liquidity Facility or amendment which materially adversely affects the rights, duties, and immunities of the Tender Agent or its agents hereunder.

The Tender Agent shall give prompt notice of each extension of the Liquidity Facility, stating the new expiration date, to each Holder of Bonds.

D. No Liquidity Facility in Initial Interest Period. The Bonds are sold and delivered into the initial Interest Period during which the Bonds bear interest at a Term Rate and there has been acquired no, and there is not at such time in force and effect any, Liquidity Facility. As a result, the provisions of this *Section 4.1* shall become effective only upon delivery to and acceptance by the Tender Agent pursuant to *Subsection C* of this *Section 4.1* of a Liquidity Facility therein described and until such delivery and acceptance neither this *Section 4.1* nor any reference to Liquidity Facility or Liquidity Bank in this Ordinance shall have or be given any effect.

SECTION 4.2. Credit Enhancement.

A. Application of Section. The provisions of this *Section 4.2* shall become effective only upon delivery to and acceptance by the Paying Agent/Registrar pursuant to *Subsection K* of this *Section 4.2* of a Credit Facility therein described and until such delivery and acceptance neither this *Section 4.2* nor any reference to Credit Facility or Credit Enhancer in this Ordinance shall have or be given any effect. There is initially no Credit Facility.

B. Draws or Claims Under Credit Facilities. After the Paying Agent/Registrar accepts any Credit Facility pursuant to *Subsection K* of this *Section 4.2*, the Paying Agent/Registrar shall present all notices, drafts, demands, claims, and other documents required by such Credit Facility (in the manner and to the extent therein permitted and by the time required thereby) to draw or claim funds thereunder in an amount sufficient, and by the time required (to the extent therein permitted), to pay the principal of (and premium, if any) and interest on (but not the Purchase Price of) the Bonds to become due at the Maturity thereof (whether by reason of the Stated Maturity thereof or call for redemption), and the interest thereon to become due on each Interest Payment Date therefor, *but* in every case only in respect of Bonds that are not Bank Bonds (unless the Credit Facility is in the form of a municipal bond or financial guaranty insurance policy) and, to the actual knowledge of the Paying Agent/Registrar, are not owned by an Ineligible Owner. The Paying Agent/Registrar shall deposit all receipts from such draws and claims in a separate account held by it for the sole benefit of the Bondholders and shall apply such receipts to pay principal of, premium, if any, and interest on the Bonds for which such claim or draw was made.

C. Amendments. The City shall not amend or repeal this Ordinance unless the Credit Enhancer consents to such action in writing or such supplement is not detrimental to the interests of the Holders or the Credit Enhancer.

D. Thirty Party Beneficiary. The Credit Enhancer shall be a beneficiary of all agreements contained herein and may enforce such agreements to the same extent as if it were the Holder of all Outstanding Bonds.

E. Notices.

(1) **General.** Any notice that is required to be given by the City or the Paying Agent/Registrar to a Holder of a Bond pursuant to this Ordinance also shall be given to the Credit Enhancer by such person.

(2) **Amendments.** If the City enacts any amendment to this Ordinance or any other document executed in connection with the issuance of the Bonds, the City shall send a copy of such amendment to (1) Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; (2) Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10004, Attention: Municipal Structured Finance, e-mail pubfin_structured@standardandpoors.com; and (3) Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Structured Finance, or at such other address as may have been provided to the City by such person, if the Credit Facility is in the form of a policy of municipal bond insurance.

F. Defeasance. The City shall not enter into or authorize any agreement for the future reinvestment of amounts deposited, or invested in obligations deposited, pursuant to *Section 4.4*, unless the Credit Enhancer shall have consented to such agreement in writing, if the Credit Facility is in the form of a policy of municipal bond insurance.

G. Consents. Whenever in this Ordinance it is provided that certain acts or agreements may be taken, made, or waived with the consent of the Holder of the Bonds or any portion thereof, no such act or agreement may be taken, made, or waived unless the Credit Enhancer has consented thereto in writing.

H. Control by Credit Enhancer. Anything in this Ordinance to the contrary notwithstanding, any request, demand, authorization, direction, notice, consent, waiver, or other action provided in this Ordinance to be given or taken by the Holders of Bonds to direct, consent to, or waive the exercise by the City of any right hereunder (except in respect of an amendment described in *Clause (1), (2), or (3) of Section 7.1*) shall be given or taken by, and only by, a written instrument signed by the Credit Enhancer.

I. References to Credit Enhancer. The provisions of *Subsections C, E, F, G and H* of this Section shall be and remain effective only so long as no Credit Enhancer Default shall have occurred and be continuing.

J. Release of Credit Facilities. The Paying Agent/Registrar shall release and return a Credit Facility to the Credit Enhancer obligated thereon:

(1) **Defeasance:** when there are no Outstanding Bonds, *provided* that such Credit Facility provides for its release and return upon defeasance by its terms; or

(2) **Expiration or Termination:** when such Credit Facility has expired or been terminated in accordance with its terms; or

(3) **Successor Paying Agent/Registrar:** when a successor Paying Agent/Registrar has been appointed and qualified pursuant to this Ordinance and a new Credit Facility has been issued to such successor with at least the maximum aggregate credit available under the Credit Facility to be released and otherwise identical to such Credit Facility; or

(4) **Reduction of Amount:** in the case of a Credit Facility other than a municipal bond or financial guaranty insurance policy, when the maximum aggregate credit available under such Credit Facility is reduced pursuant to the terms thereof and the Credit Enhancer obligated thereon has issued a new Credit Facility to the Paying Agent/Registrar in the stated amount of the maximum aggregate credit available under such Credit Facility as so reduced and otherwise identical to the Credit Facility to be released; or

(5) **Replacement:** at the close of business on a day when (i) there is in effect an alternate Credit Facility issued to and accepted by the Paying Agent/Registrar at the direction of the City in accordance with *Subsection K* of this Section and (ii) the Purchase Price of all Bonds tendered or deemed tendered in respect of such release pursuant to *Section 2.5A(3)(d)* has been paid or duly provided for other than with funds advanced by the City; *provided* that, if any portion of the Bonds is then in Commercial Paper Mode, Term Mode, SIFMA Index Mode, or Fixed Mode, such day is also the first Business Day of an Interest Period for each such Bond or portion;

and not otherwise; *provided*, however, that no Credit Facility shall be released pursuant to *Clause J(5)* of this *Section 4.2* or otherwise canceled, terminated, amended, or modified unless the Liquidity Facility shall also be released pursuant to *Section 4.1B(4)* or *(5)* or the Liquidity Bank shall consent in writing. The Paying Agent/Registrar shall give notice, pursuant to *Section 2.5B*, of the mandatory tender of Bonds prior to the date of any release pursuant to *Clause J(2)* or *J(5)* of this *Section 4.2*.

K. Acceptance of Credit Facility. The initial Credit Facility and each alternate Credit Facility accepted by the Paying Agent/Registrar in substitution for a Credit Facility then in effect and each extension or amendment of any Credit Facility then in effect,

(1) **Stated Amount:** shall provide for draws or claims sufficient to pay the principal of the Bonds then Outstanding plus interest on each such Bond, at the maximum per annum rate of interest which may be borne by such Bond during any Interest Mode to be in effect therefor (assuming no subsequent ordinance designating a different Interest Mode and excluding Bank Differential, except as otherwise agreed with the Liquidity Bank) during the term of such Credit Facility, for up to at least the sum of (a) the greatest number of days during which interest can accrue and remain unpaid as of any Interest Payment Date in any such Interest Mode without default, (b) the greatest number of days which may transpire after a draw or claim under the alternate Credit Facility to pay interest on Bonds prior to the reinstatement of such amount, and (c) (if terminable prior to the Stated Maturity of the Bonds) 5 days,

(2) **Term:** if the resulting release of the Credit Facility then in effect required by *Subsection J* of this Section shall occur while any Bonds (or portions thereof) are in a Commercial Paper Mode, SIFMA Index, Mode, or Term Mode, the Bonds shall have a term which is not less than the shorter of the remaining term of such Credit Facility or the remaining term of the Interest Period for such Bonds or portions then in effect,

(3) **Form:** may be a letter of credit, policy of insurance, surety bond, acceptance, or guarantee or otherwise be in structure and form different from the Credit Facility then in effect, and

(4) **Approval:** shall be consented to in writing by the Liquidity Bank if a Liquidity Facility is then in effect and is not then to be released.

The Paying Agent/Registrar shall accept a Credit Facility, or an extension or amendment thereof at the direction of the City given by ordinance of the City Council delivered to the Paying Agent/Registrar, but (in the case of an alternate Credit Facility or an amendment, not comprising a mere extension, that affects the payment obligations of the Credit Enhancer) only upon receipt by the Paying Agent/Registrar and by any Liquidity Bank which is not obligated on such alternate or amended Credit Facility of an Opinion of Counsel stating that (i) such Credit Facility or amendment is in accordance with the conditions of this *Section 4.2*, (ii) such Credit Facility, as amended, constitutes a legal, valid, and binding obligation of the obligor thereon and is enforceable in accordance with its terms (except to the extent that the enforceability thereof may be limited by principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium, or other laws for the relief of debtors other than the City and by general principles of equity which permit the exercise of judicial discretion), and (iii) the acceptance of such alternate Credit Facility or amendment, as the case may be, will not adversely affect any exclusion of the interest on any Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. The Paying Agent/Registrar shall not be required to accept any Credit Facility, extension, or amendment which materially adversely affects the rights, duties, or immunities of the Paying Agent/Registrar or its agents hereunder.

SECTION 4.3. Pledge of Junior Lien Pledged Revenues.

A. Pledge. The City hereby covenants and agrees that the Junior Lien Pledged Revenues of the System are hereby irrevocably pledged to the payment and security of the Junior Lien Obligations, including the establishment and maintenance of the special funds or accounts created for the payment and

security thereof, all as hereinafter provided; and it is hereby resolved that the Junior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of the Junior Lien Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Junior Lien Pledged Revenues for the payment and security of the Junior Lien Obligations, shall be, subject to the subordinate lien nature of the Junior Lien Pledged Revenues as herein described otherwise, prior in right and claim as to any other indebtedness, liability, or obligation of the City or the System. The Junior Lien Obligations are and will be secured by and payable only from the Junior Lien Pledged Revenues, and are not secured by or payable from a mortgage or deed of trust on any properties whether real, personal, or mixed, constituting the System.

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

SECTION 4.4. *Satisfaction of Obligation of City.*

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the lien on and pledge of Junior Lien Pledged Revenues made under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have, in the case of a net defeasance, been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a gross defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 28 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 Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

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

ARTICLE V SYSTEM FUNDS AND ACCOUNTS

SECTION 5.1. *System Fund.*

The City hereby covenants, agrees, and ratifies its prior covenants and agreements that the Gross Revenues of the System shall be deposited, as collected and received, into a separate Fund or account (previously created and established and to be maintained with the Depository) known as the "City of Corpus Christi, Texas Utility System Revenue Fund" (the *System Fund*) and that the Gross Revenues of the System shall be kept separate and apart from all other funds of the City. All Gross Revenues deposited into the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

A. First: To the payment of all necessary and reasonable Operating Expenses or other expenses required by statute to be a first charge on and claim against the revenues of the System.

B. Second: To the payment of the amounts required to be deposited into the special funds and accounts created and established for the payment, security and benefit of the Previously Issued Priority Bonds and any Additional Priority Bonds hereafter issued by the City.

C. Third: To the payment of the amounts required to be deposited into the special funds and accounts created and established for the payment, security and benefit of the Junior Lien Obligations and any Additional Junior Lien Obligations hereafter issued by the City.

D. Fourth: To the payment of the amounts required to be deposited into the special funds and accounts created and established for the payment, security and benefit of the Previously Issued Subordinate Lien Obligations and any Additional Subordinate Lien Obligations hereafter issued by the City.

E. Fifth: To the payment of the amounts that must be deposited in any special funds and accounts created and established for the payment, security, and benefit of the Previously Issued Inferior Lien Obligations and any Additional Inferior Lien Obligations hereafter issued by the City.

Any Net Revenues remaining in the System Fund following such transfers may be used by the City for payment of other obligations of the System, and for any other lawful purpose; provided, however, that for so long as any Priority Bonds remain Outstanding, transfers made for purposes other than for payment of obligations of the System shall be made only at the end of the Year (if such limitation is imposed, and then, only to the extent imposed in the City ordinances authorizing the issuance of the Priority Bonds.

SECTION 5.2. *Bond Fund; Excess Bond Proceeds.*

For purposes of providing funds to pay the principal of and interest on the currently Outstanding Junior Lien Obligations as the same become due and payable, the City agrees to maintain, at the Depository, a separate and special Fund or account to be created and known as the “City of Corpus Christi, Texas Utility System Junior Lien Revenue Improvement Interest and Sinking Fund” (the Bond Fund). The City covenants that there shall be deposited by an Authorized Official into the Bond Fund prior to each principal and interest payment date from the available Net Revenues an amount equal to one hundred per cent (100%) of the amount required to fully pay the interest on and the principal of the currently Outstanding Junior Lien Obligations then falling due and payable, such deposits to pay maturing principal and accrued interest on the currently Outstanding Junior Lien Obligations to be made in substantially equal monthly installments on or before the 10th day of each month, beginning on or before the 10th day of the month next following the delivery of the Bonds to the Purchasers, such installments being substantially equal whenever Bonds are in a Term Mode, SIFMA Index Mode (with respect to principal payments coming due (whether by reason of Stated Maturity or mandatory sinking fund redemption), as interest on Bonds in a SIFMA Index Mode is payable monthly), or Fixed Mode. As described further in *Section 5.4* hereof, if the Junior Lien Pledged Revenues in any month are insufficient to make the required payments into the Bond Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Bond Fund in the next month.

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

Any proceeds of the Bonds, and investment income thereon, not expended for authorized purposes shall be deposited into the Bond Fund and shall be taken into consideration and reduce the amount of monthly deposits required to be deposited into the Bond Fund from the Net Revenues of the System.

Any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in such Fund from the Junior Lien Pledged Revenues.

SECTION 5.3. Reserve Fund.

To accumulate and maintain a reserve for the payment of the Bonds equal to 100% of the Average Annual Debt Service Requirements or such lesser amount as restricted by the Code (calculated by the City Council at the beginning of each Fiscal Year and as of the date of issuance of the Bonds and each series of Additional Junior Lien Obligations) for the Bonds (the *Required Reserve Amount*), the City hereby creates and establishes, and shall maintain at a Depository a separate and special fund known as the "Corpus Christi, Texas Utility System Junior Lien Revenue Improvement Bonds Reserve Fund" (the *Reserve Fund*). Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until the Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the System Fund. All funds deposited into the Reserve Fund shall be used solely for the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, and, in addition, may be used to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds.

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

Until the issuance of any Additional Junior Lien Obligations (or as from time to time recalculated by the City as provided in the first paragraph of this Section), the Required Reserve Amount is \$_____ (inclusive of the Bonds and the Series 2014A Bonds). Of this amount, \$_____, representing the portion of the Required Reserve Amount attributable to the Bonds, shall be deposited to the Reserve Fund at such time as may be required pursuant to the provisions of this Section from Revenues, paid from the System Fund at such level of priority as specified in *Section 5.1*, by the deposit of monthly installments, made on or before the 10th day of each month following the month in which such obligation to fund the Reserve Fund arises, of not less than 1/60th of the amount to be maintained in the Reserve Fund.

As and when Additional Junior Lien Obligations are delivered or incurred, the Required Reserve Amount shall be increased, if required, to an amount calculated in the manner provided in the first paragraph of this Section. Any additional amount required to be maintained in the Reserve Fund shall be so accumulated by the deposit of all or a portion of the necessary amount from the proceeds of the issue or other lawfully available funds in the Reserve Fund immediately after the delivery of the then proposed Additional Junior Lien Obligations, or, at the option of the City, by the deposit of monthly installments, made on or before the business day before the 10th day of each month following the month of delivery of the then proposed Additional Junior Lien Obligations, of not less than 1/60th of the additional amount to be maintained in the Reserve Fund by reason of the issuance of the Additional Junior Lien Obligations then being issued (or 1/60th of the balance of the additional amount not deposited immediately in cash)

(such deposits, the *Required Reserve Fund Deposits*), thereby ensuring the accumulation in the Reserve Fund of the appropriate Required Reserve Amount.

When and for so long as the cash and investments in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (other than as the result of the issuance of Additional Junior Lien Obligations as provided in the preceding paragraph), the City covenants and agrees to cure the deficiency in the Required Reserve Amount by resuming the Required Reserve Fund Deposits to the Reserve Fund from the Junior Lien Pledged Revenues in monthly deposit amounts equal to not less than 1/60th of the Required Reserve Amount covenanted by the City to be maintained in the Reserve Fund. Any such deficiency payments shall be made on or before the 10th day of each month until the Required Reserve Amount has been fully restored. The City further covenants and agrees that, subject only to the prior payments to be made to the Bond Fund, the Junior Lien Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount and to cure any deficiency in such amounts as required by the terms of this Ordinance, any City ordinance authorizing the issuance of the Priority Bonds, and any other ordinance pertaining to the issuance of Additional Junior Lien Obligations.

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

In the event a Credit Facility issued to satisfy all or a part of the City's obligation with respect to the Reserve Fund causes the amount then on deposit in the Reserve Fund to exceed the Required Reserve Amount for the Bonds, the City may transfer such excess amount to any fund or funds established for the payment of or security for the Bonds (including any escrow established for the final payment of any such obligations pursuant to the provisions of Chapter 1207), or be used for any lawful purposes; provided, however, to the extent that such excess amount represents Bond proceeds, then such amount must be transferred to the Bond Fund or be otherwise used in accordance with then-applicable State law.

Notwithstanding anything to the contrary contained in this Section, the requirements set forth above to fund the Reserve Fund in the amount of the Required Reserve Amount shall be suspended for such time as the Junior Lien Pledged Revenues for each Fiscal Year are equal to at least 110% of the Average Annual Debt Service Requirements. In the event that the Junior Lien Pledged Revenues for any two consecutive Fiscal Years are less than 110% (unless such percentage is below 100% in any Fiscal Year, in which case the hereinafter-specified requirements will commence after such Fiscal Year) of the Average Annual Debt Service Requirements, the City will be required to commence making the deposits to the Reserve Fund, as provided above, and to continue making such deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve Amount or (ii) the Junior Lien Pledged Revenues for a Fiscal Year have been equal to not less than 110% of the Average Annual Debt Service Requirements.

SECTION 5.4. *Deficiencies; Excess Net Revenues.*

A. If on any occasion there shall not be sufficient Junior Lien Pledged Revenues to make the required deposits into the Bond Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Junior Lien Pledged Revenues, or from any other sources available for such

purpose, and such payments shall be in addition to the amounts required to be paid into these Funds or accounts during such month or months.

B. Subject to making the required deposits to the Bond Fund when and as required by any ordinance or resolution authorizing the issuance of the currently Outstanding Priority Bonds, the Junior Lien Obligations, the Subordinate Lien Obligations, and the Inferior Lien Obligations, the excess Net Revenues of the System may be used by the City for any lawful purpose (as further provided in *Section 5.1* hereof).

SECTION 5.5. *Payment of Bonds.*

While any of the Bonds are Outstanding, the Authorized Officials shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date a debt service payment is due on the Bonds.

SECTION 5.6. *Investments.*

Funds held in any Fund or account created, established, or maintained pursuant to this Ordinance shall, at the option of the City, 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, or any other law, and secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, 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, 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 any Fund or account will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

**ARTICLE VI
COVENANTS**

SECTION 6.1. *Application of the Covenants and Agreements of the Priority Bonds.*

It is the intention of the City Council and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in

the City ordinances authorizing the issuance of the Priority Bonds now or hereafter Outstanding, and to the extent of any irreconcilable conflict between the provisions contained herein and in the City ordinances authorizing the issuance of the Priority Bonds now or hereafter Outstanding, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the Priority Bonds now or hereafter Outstanding. It is expressly recognized that prior to the issuance of any Additional Junior Lien Obligations, Additional Subordinate Lien Obligations, or Additional Inferior Lien Obligations, that the City must comply with each of the conditions precedent contained in this Ordinance and the City ordinances authorizing the issuance of the then-Outstanding Priority Bonds, as appropriate.

SECTION 6.2. *Issuance of Additional Priority Bonds, Additional Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Inferior Lien Obligations.*

The City hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Priority Bonds payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System upon satisfying each of the conditions precedent contained in the City ordinances authorizing the Previously Issued Priority Bonds concerning the issuance of Additional Priority Bonds for refunding purposes.

B. Additional Junior Lien Obligations, secured by and payable from the Junior Lien Pledged Revenues, which includes (primarily) a lien on and pledge of Net Revenues that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds but senior and superior to the lien there on and pledge thereof securing the repayment of the Subordinate Lien Obligations and the Inferior Lien Obligations, upon satisfying each of the following conditions precedent:

(1) The City Manager (or other officer of the City then having the responsibility for the financial affairs of the City) shall have executed a certificate stating (i) that the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues and (ii) that the amounts on deposit in all Funds or Accounts created and established for the payment and security of all Outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues are the amounts then required to be deposited therein. Such certificate shall be dated on or before the date of delivery of such Additional Junior Lien Obligations, but such certificate shall not be dated prior to the date an ordinance is passed authorizing the issuance of such Additional Junior Lien Obligations.

(2) Conditions Precedent for Issuance of Additional Junior Lien Obligations - Capital Improvements and for any other Lawful Purpose except for Capital Additions or for Refunding. The City covenants and agrees that Additional Junior Lien Obligations will not be issued for the purpose of financing Capital Improvements, or for any other lawful purpose (except for Capital Additions or for refunding, which are to be issued in accordance with the provisions of *Subsection (3)* this Section and *Section 6.5* hereof, respectively) unless and until the conditions precedent in *Subsection (1)* above have been satisfied and, in addition thereto, the City has secured a certification of the City Manager to the effect that, according to the books and records

of the City, the Net Earnings (as hereinafter defined) for the preceding Fiscal Year or for 12 consecutive months out of the 15 months immediately preceding the month the ordinance authorizing the Additional Junior Lien Obligations is adopted are at least equal to 1.15 times the Average Annual Debt Service Requirements for all then-Outstanding Priority Bonds and Junior Lien Obligations after giving effect to the Additional Junior Lien Obligations then proposed. The foregoing notwithstanding, the City covenants and agrees that Additional Junior Lien Obligations may not be issued for the purpose of financing Capital Improvements when other Outstanding Junior Lien Obligations which have been issued for the purpose of financing Capital Additions and for which capitalized interest for such other Junior Lien Obligations has been provided for at least the twelve months subsequent to the date of issuance of the Additional Junior Lien Obligations then proposed to be issued, unless the conditions precedent in *Subsection (1)* above have been satisfied and, in addition thereto, the City has either (1) complied with the relevant conditions in this Subsection as set forth above, or (2) if the relevant conditions of this *Subsection (2)* as set forth above cannot be satisfied, the City has satisfied the conditions precedent in *Subsection (3)(i)* and *(ii)* of this Section (but, for purposes of such clauses, the term Capital Improvements shall be substituted for the term Capital Additions where the term Capital Additions appears therein to the extent necessary to give recognition to the fact that Capital Improvements, rather than Capital Additions, are then to be financed) and has secured a certification of the City Manager to the effect that, according to the books and records of the City, the Net Earnings for the preceding Fiscal Year or for 12 consecutive months out of the 15 months immediately preceding the month the ordinance authorizing the Additional Junior Lien Obligations is adopted are at least equal to 1.15 times the Average Annual Debt Service Requirements for all then-Outstanding Priority Bonds and Junior Lien Obligations (other than any Priority Bonds or Junior Lien Obligations issued for Capital Additions for which capitalized interest has been provided for at least the twelve months subsequent to the date of issuance of the Additional Junior Lien Obligations proposed to be issued) after giving effect to the Additional Junior Lien Obligations then proposed to be issued.

(3) Conditions Precedent for Issuance of Additional Junior Lien Obligations - Capital Additions: Initial Issue. The City covenants and agrees that Additional Junior Lien Obligations will not be issued for the purpose of financing Capital Additions, unless the same conditions precedent specified in *Subsection (1)* above have been satisfied and, in addition thereto, either the relevant conditions precedent specified in *Subsection (1)* above are satisfied or, in the alternative, the City shall have obtained: (i) from an Engineer a comprehensive engineering report for each Capital Addition to be financed, which report shall (A) contain (1) detailed estimates of the cost of acquiring and constructing the Capital Addition, (2) the estimated date the acquisition and construction of the Capital Addition will be completed and commercially operative, and (3) a detailed analysis of the impact of the Capital Addition on the financial operations of the system for which the Capital Addition is to be integrated and to the System as a whole during the construction thereof and for at least five Fiscal Years after the date the Capital Addition becomes commercially operative, and (B) conclude that (1) the Capital Addition is necessary and will substantially increase the capacity, or is needed to replace existing facilities, to meet current and projected demands for the service or product to be provided thereby, and (2) the estimated cost of providing the service or product from the Capital Addition will be reasonable in comparison with projected costs for furnishing such service or product from other reasonably available sources; and (ii) a certificate of an Engineer to the effect that, based on an engineering report prepared thereby for each Capital Addition, the projected Net Earnings for each of the five Fiscal Years subsequent to the date the Capital Addition becomes commercially operative (as estimated in the engineering report) will be equal to at least 1.15 times the Average Annual Debt Service Requirements for the currently Outstanding Junior Lien Obligations or

incurred and all Additional Junior Lien Obligations estimated to be issued, if any, for all Capital Improvements and for all Capital Additions then in progress or then being initiated, during the period from the date the first series of obligations for the Capital Additions is to be delivered through the fifth Fiscal Year subsequent to the date the Capital Addition is estimated to become commercially operative.

(4) Completion Issues. Once a Capital Addition has been initiated by meeting the conditions precedent specified in *Subsection (3)(i)* and *(ii)* above and the initial Junior Lien Obligations issued therefor are delivered, the City reserves the right to issue Additional Junior Lien Obligations to finance the remaining costs of such Capital Addition in such amounts as may be necessary to complete the acquisition and construction thereof and make the same commercially operative without satisfaction of any condition precedent under *Subsection (3)(i)* and *(ii)* or *Subsection (1)* of this Section but subject to satisfaction of the following conditions precedent: (i) the City makes a forecast (the *Forecast*) of the operations of the System demonstrating the System's ability to pay all obligations, payable from the Net Revenues of the System to be Outstanding after the issuance of the Additional Junior Lien Obligations then being issued for the period (the *Forecast Period*) of each ensuing Fiscal Year through the fifth Fiscal Year subsequent to the latest estimated date such Capital Addition is expected to be commercially operative; and (ii) an Engineer reviews such Forecast and executes a certificate to the effect that (A) such Forecast is reasonable, and based thereon (and such other factors deemed to be relevant), the Net Revenues of the System will be adequate to pay all the obligations, payable from the Junior Lien Pledged Revenues of the System to be Outstanding after the issuance of the Additional Junior Lien Obligations then being issued for the Forecast Period and (B) the proceeds from the sale of such Additional Junior Lien Obligations are estimated to be sufficient to complete such acquisition and construction.

(5) Computations; Reports. With reference to Junior Lien Obligations anticipated and estimated to be issued or incurred, the Average Annual Debt Service Requirements therefor shall be those reasonably estimated and computed by the City's Director of Financial Services (or other officer of the City then having the primary responsibility for the financial affairs of the City) after giving effect to the receipt or anticipated receipt of a refundable tax credit or similar payment relating to any series of Junior Lien Obligations irrevocably designated as refundable tax credit bonds, which payment shall be treated as an offset to regularly scheduled debt service of the series of Junior Lien Obligations to which it relates. In the preparation of the engineering report required in *Subsection (3)(i)* above, an Engineer may rely on other experts or professionals, including those in the employment of the City, provided such engineering report discloses the extent of such reliance and concludes it is reasonable so to rely. In connection with the issuance of Junior Lien Obligations for Capital Additions, the certification of the City Manager and an Engineer, together with the engineering report for the initial issue and the Forecast for a subsequent issue, shall be conclusive evidence and the only evidence required to show compliance with the provisions and requirements and this clause of this Section.

(6) Combination Issues. Junior Lien Obligations for Capital Additions may be combined in a single issue with Junior Lien Obligations for Capital Improvements or for any lawful purpose provided the conditions precedent set forth in *Subsection (2)* through *(4)* are complied with as the same relate to the appropriate purpose.

(7) Definition of Net Earnings. As used in this Section, the term *Net Earnings* shall mean the Gross Revenues of the System after deducting the Operating Expenses of the System and those items identified in the SECOND level of priority in *Section 5.1* hereof, but not

expenditures which, under standard accounting practice, should be charged to capital expenditures.

(8) Determination of Net Earnings. In making a determination of Net Earnings for any of the purposes described in this Section, the City Manager may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Earnings are determined and, for purposes of satisfying any of the Net Earnings test described above, make a pro forma determination of the Net Earnings of the System for the period of time covered by the City Manager's certification or opinion based on such change in rates and charges being in effect for the entire period covered by the City Manager's certificate or opinion.

C. The City may issue Additional Subordinate Lien Obligations secured by a lien on and pledge of the Net Revenues of the System subordinate and inferior to the lien thereon and pledge thereof securing the Priority Bonds and that is included in the Junior Lien Pledged Revenues, respectively, but senior and superior to the lien there on and pledge thereof securing the repayment of the Inferior Lien Obligations, on the terms and conditions desired by the City, subject only to the limitations imposed by applicable law and upon satisfying each of the conditions precedent contained in the ordinances authorizing the issuance of the currently-Outstanding Priority Bonds, this Ordinance, and the Previously Issued Subordinate Lien Obligations.

D. The City may issue Additional Inferior Lien Obligations secured by a lien on and pledge of the Net Revenues of the System subordinate and inferior to the lien thereon and pledge thereof securing the Priority Bonds and that is included in the Junior Lien Pledged Revenues, respectively, on the terms and conditions desired by the City, subject only to the limitations imposed by applicable law and upon satisfying each of the conditions precedent contained in the ordinances authorizing the issuance of the currently-Outstanding Priority Bonds, this Ordinance, and, to the extent applicable, the Federal Contract.

SECTION 6.3. *Refunding Bonds.*

The City reserves the right to issue refunding bonds to refund all or any part of the currently Outstanding Debt, pursuant to any applicable law then available, upon such terms and conditions as the City Council may deem to be in the best interest of the City, and if less than all such currently Outstanding Debt are refunded, the conditions precedent prescribed for the issuance of Additional Junior Lien Obligations set forth in *Section 6.2* of this Ordinance shall be satisfied and the City Managers' certification required in *Section 6.2* shall give effect to the Debt Service Requirements of the proposed refunding bonds (but shall not give effect to the Debt Service Requirements of the obligations being refunded following their cancellation or provision being made for their payment).

SECTION 6.4. *Rates and Charges.*

For the benefit of the Holders of the Bonds and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Junior Lien Obligations are Outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year sufficient:

A. To pay all Operating Expenses, or any expenses required by statute to be a first claim on and charge against the Gross Revenues of the System.

B. To produce Net Revenues, together with any other lawfully available funds, sufficient to satisfy the rate covenant contained in the ordinances authorizing the issuance of the Priority Bonds and to pay the principal of and interest on the Priority Bonds and the amounts required to be deposited in any reserve or contingency fund or account created for the payment and security of the Priority Bonds, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a prior and first lien on an pledge of the Net Revenues of the System;

C. To produce Net Revenues, together with any other lawfully available funds, equal to at least 1.15 times Average Annual Debt Service Requirements on the then-Outstanding Junior Lien Obligations and to deposit the amounts required to be deposited in any reserve or contingency fund or account created for the payment and security of the Junior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a lien on and pledge of the Net Revenues, including the Junior Lien Pledged Revenues, that is junior and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds but senior and superior to the lien thereon and pledge thereof securing the repayment of the Subordinate Lien Obligations and the Inferior Lien Obligations;

D. To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the amounts that may be deposited in the special funds established for the payment of the Subordinate Lien Obligations;

E. To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on the Inferior Lien Obligations as the same become due and payable and to deposit the amounts required to be deposited in any reserve or contingency fund or account created for the payment and security of the Inferior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the repayment of the Priority Bonds and the Junior Lien Obligations; and

F. To pay, together with any other lawfully available funds, any other legally incurred Debt payable from the Net Revenues of the System and/or secured by a lien on any part of the System.

The determination of the amount of principal of and interest on any obligations identified in this Section for the purpose of confirming the sufficiency of System rates and charges shall be made after giving consideration as an offset to debt service the receipt or anticipated receipt of a refundable tax credit or similar payment relating to any series of obligations irrevocably designated as refundable tax credit bonds pursuant to the City ordinance authorizing their issuance or otherwise relating thereto.

SECTION 6.5. *Security of Funds.*

All money on deposit in the funds or accounts 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 Texas for the security of public funds, and money on deposit in such Funds or accounts shall be used only for the purposes permitted by this Ordinance.

SECTION 6.6. *General Covenants.*

The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

A. *Performance.* It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance, and each ordinance authorizing the issuance of Junior Lien Obligations; it will promptly pay or cause to be paid the principal amount of and interest on all Debt, on the dates and in the places and manner prescribed in such ordinances and such Debt; and it will, at the time and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the System Fund and the Funds herein created; and any registered owner of any Debt may require the City, its officials and employees to carry out, respect or enforce the covenants and obligations of this Ordinance, or any ordinance authorizing the issuance of Debt, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, its officials and employees.

B. *City's Legal Authority.* It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

C. *Acquisition and Construction; Operation and Maintenance.* (1) It shall use its best efforts in accordance with Prudent Utility Practice to acquire and construct, or cause to be acquired and constructed, any Capital Additions or Capital Improvements, in accordance with the plans and specifications therefor, as modified from time to time, with due diligence and in a sound and economical manner; and (2) it shall at all times use its best efforts to operate or cause to be operated the System properly and in an efficient manner, consistent with Prudent Utility Practice, and shall use its best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use its best efforts to cause to be made, all necessary and proper repairs, replacement and renewals so that at all times the operation of the System may be properly and advantageously conducted.

D. *Title.* It has or will obtain lawful title, whether such title is in fee or lesser interest, to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the owners of the Junior Lien Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Junior Lien Pledged Revenues to the payment of the Junior Lien Obligations in the manner prescribed herein, and has lawfully exercised such rights.

E. *Liens.* It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's,

materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

F. *No Free Service.* No free service or service otherwise than in accordance with the established rate schedule shall be furnished, directly or indirectly, by the System to any person, firm, corporation or other entity, other than the City. No part of the salary of any official or employee of the City or his replacement shall be paid from Junior Lien Pledged Revenues unless and only to the extent the duties and performances of such official or employee or his replacement appertain directly to the System. To the extent the City receives the services of the System, such services shall be accounted for according to the established rate schedule.

G. *Further Encumbrance.* It will not additionally encumber the Net Revenues of the System in any manner, except as permitted in the City Ordinances authorizing the Previously Issued Priority Bonds and in this Ordinance (which provisions are also included in other City ordinances authorizing other series of Junior Lien Obligations).

H. *Sale, Lease or Disposal of Property.* No part of the System shall be sold, leased, mortgaged, demolished, removed or otherwise disposed of, except as follows:

(1) To the extent permitted by law, the City may sell or exchange at any time and from time to time any property or facilities constituting part of the System only if (A) it shall determine such property or facilities are not useful in the operation of the System, or (B) the proceeds of such sale are \$250,000 or less, or it shall have received a certificate executed by an Engineer and the City Manager stating, in their opinion, that the fair market value of the property or facilities exchanged is \$250,000 or less, or (C) if such proceeds or fair market value exceeds \$250,000 it shall have received a certificate executed by an Engineer and the City Manager stating (i) that system within the System of which the property or facilities comprises a part thereof and (ii) in their opinion, that the sale or exchange of such property or facilities will not impair the ability of the City to comply during the current or any future Fiscal Year with the provisions of Subsection K of this Section. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith, at the option of the City (i) be used to redeem or purchase Debt, or (ii) otherwise be used to provide for the payment of Debt. The foregoing notwithstanding, if such property or facilities sold or exchanged constituted property or facilities comprising all or a part of a system within the System, the acquisition, improvement or extension of such system having not been financed by the City in any manner with the proceeds of Debt, or with the proceeds of obligations which were refunded in whole or in part with the proceeds of Debt, then the City may utilize the proceeds of such sale or exchange for any lawful purpose; and

(2) To the extent permitted by law, the City may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (A) does not impede the operation by the City of the System and (B) does not in any manner impair or adversely affect the rights or security of the owners of the Debt under this Ordinance; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of \$500,000, the City shall have received a certificate executed by an Engineer and the City Manager that the action of the City with respect thereto does not result in a breach of the conditions under this clause (2). Any payments received by the City under or in connection with

any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Gross Revenues.

I. *Books, Records and Accounts.* It shall keep proper books, records and accounts separate and apart from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the System and the City shall cause said books and accounts to be audited annually as of the close of each Fiscal Year by the Accountant.

J. *Insurance.*

(1) Except as otherwise permitted in clause (2) below, it shall cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the bondholders and their representatives at all reasonable times.

(2) In lieu of obtaining policies for insurance as provided above, the City may self-insure against risks, accidents, claims or casualties described in clause (1) above.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing the areas of insurance for which the City is self-insuring, all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

K. *Audits.* After the close of each Fiscal Year while any Debt is Outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by the Accountant. Such annual audit reports shall be open to the inspection of the registered owners of Debt and their agents and representatives at all reasonable times.

L. *Governmental Agencies.* It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

M. *No Competition.* To the extent it legally may, it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

N. *Rights of Inspection.* The Engineer of Record or any registered owner of \$100,000 in aggregate principal amount of the Debt then Outstanding shall have the right at all reasonable times to

inspect the System and all records, accounts and data of the City relating thereto, and upon request the City shall furnish to an Engineer or such registered owner, as the case may be, such financial statements, reports and other information relating to the City and the System as an Engineer or such registered owner may from time to time reasonably request.

SECTION 6.7. Remedies in Event of Default.

In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Bond Fund, or (b) 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 Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City 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 remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

For the avoidance of doubt, no default with respect to any obligation that is secured by and payable from a lien on and pledge of Net Revenues that is junior and subordinate to the lien thereon and pledge thereof securing the Priority Bonds shall ever be deemed to be a default with respect to the Priority Bonds.

SECTION 6.8. Covenants to Maintain Tax-Exempt Status.

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

Closing Date means the date of physical delivery of the Initial Bond in exchange for the agreed-upon purchase price for the Bonds.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, applicable to the Bonds.

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

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

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

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

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

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

Yield of

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

(2) the Bonds, being the combined yield of the Bonds and the Series 2014A Bonds, treated as a single issue, calculated in the manner set forth in Section 1.148-4 of the Regulations.

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

C. No Private Use or Private Payments; Use to Serve Qualified Areas. Except as would not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) **No Private Use:** exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public;

(2) **No Private Payment:** not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes; and

(3) **No Service Outside Historic Service Area:** if Gross Proceeds are used to acquire any interest in property that was used by a person other than a governmental unit in connection with an electric or gas generation, transmission, distribution, or related facility, then 95% or more of the output of such facility will be consumed in qualified service areas or qualified annexed areas (as defined in section 141(d)(3)(B) of the Code) of the City as of the date of acquisition.

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

E. *Not to Invest at Higher Yield.* Except as would not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

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

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

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

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

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

(3) ***Payment of Rebate.*** As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added

to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

J. Bonds Not Hedge Bonds.

(1) Expenditure Expectation. The City reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Investment Expectation. Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Temporary Periods. The City will or will not waive temporary periods with respect to the Bonds as provided in the City's Certificate as to Tax Exemption.

L. Accounting for Expenditures of Proceeds. The City shall account for the allocation of proceeds of the Bonds (and investment income thereon) to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, is placed in service, but, in any event, by the date 60 days after earlier of the fifth anniversary of the date of issue of the Bonds or the date of retirement of all the Bonds.

M. Elections. The City hereby directs and authorizes each Authorized Official, or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 6.9. Continuing Disclosure Undertaking.

Definitions.

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

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

MSRB means the Municipal Securities Rulemaking Board.

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

SEC means the United States Securities and Exchange Commission.

B. Annual Reports. The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2014, financial information and operating data with respect to the System of the general type included in the final Official Statement authorized by *Section 2.12* of this Ordinance, being the information described in Exhibit C hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice thereof with the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section

C. Notice of Certain Events. The City shall file notice of any of the following events with respect to the Bonds, to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional Paying Agent/Registrar or the change of name of a Paying Agent/Registrar, if material.

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

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

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

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

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

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

E. The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

F. *Information Format – Incorporation by Reference.* The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the United States Securities and Exchange Commission.

**ARTICLE VII
MISCELLANEOUS**

SECTION 7.1. *Ordinance a Contract; Amendments.*

The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City 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 City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 7.2. *Opinion.*

The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Fulbright & Jaworski LLP, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on each of said Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City's Secretary, is hereby approved and authorized.

SECTION 7.3. *CUSIP Numbers.*

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

SECTION 7.4. *Notices.*

A. *General.* 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. 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.

B. Notice of Certain Events. The City shall mail, first-class postage prepaid, notice of any of the following events to each Rating Service, whenever:

(1) **Successor Paying Agent/Registrar, Calculation Agent, or Tender Agent:** the Paying Agent/Registrar, Calculation Agent, and/or Tender Agent has resigned or been removed and a successor Paying Agent/Registrar, Calculation Agent, and/or Tender Agent has been appointed, such notice to be mailed within 10 Business Days after the appointment of such successor Paying Agent/Registrar, Calculation Agent, and/or Tender Agent,

(2) **Amendments:** an amendment or supplement to this Ordinance or to any Credit Facility (including any extension of the term of such Credit Facility), or Liquidity Facility (including any extension of the term of such Liquidity Facility), is to be entered into, such notice to be mailed at least 10 Business Days prior to the effective date of such amendment or supplement,

(3) **Release or Acceptance of Credit or Liquidity Support:** the expiration or release of the Credit Facility pursuant to *Section 4.2J(2)* or *(5)* or of any Liquidity Facility pursuant to *Section 4.1B(2)* or *(4)*, or the acceptance of any Credit Facility or Liquidity Facility pursuant to *Section 4.2K* or *4.1C*, is to occur, such notice to be mailed at least 10 Business Days prior to such date,

(4) **Redemption:** the City elects to redeem all the Outstanding Bonds, such notice to be mailed within 10 Business Days after such election (and to specify the redemption date requested thereby),

(5) **Change in Interest Mode:** the City elects to change the Interest Mode for the Bonds or any portion thereof, such notice to be mailed at least 10 Business Days prior to the effective date of the new Interest Mode for such Bonds or portions,

(6) **Appointment of a Substitute Remarketing Agent:** the City appoints a substitute Remarketing Agent for the Bonds, such notice to be mailed promptly after the substitute Remarketing Agent for such Bonds is appointed,

(7) **Defeasance:** any Bond is considered to be no longer Outstanding due to the deposit of money or Government Securities in accordance with *Section 4.4*, such notice to be mailed promptly after such deposit,

(8) **Waivers:** the Credit Enhancer has waived any default or compliance with any obligation of the City hereunder, such notice to be given promptly after such waiver, or

(9) **Mandatory Tenders:** the Bonds are required to be tendered for purchase pursuant to *Section 2.5A(3)*, such notice to be given at least 10 days before the applicable Purchase Date.

Any such notice given (1) Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; (2) Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10004, Attention: Municipal Finance, and (3) Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Finance.

C. Notices to Beneficial Owners. The Paying/Agent Registrar shall send to the beneficial owners of Bonds who have registered their ownership of Bonds with the Paying Agent/Registrar pursuant to *Section 2.7C*, at the mailing or email address so registered, a copy of each notice sent (or required by this Ordinance to be sent) by the Paying Agent/Registrar to the Bondholders or the Rating Services, contemporaneously with such notice to Bondholders.

SECTION 7.5. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7.6. Benefits of Ordinance.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, 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 City, Bond Counsel, Financial Advisors, the Paying Agent/Registrar, and the Holders.

SECTION 7.7. Inconsistent Provisions.

All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance after application of *Section 6.1* 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 7.8. 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 7.9. 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 City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7.10. Incorporation of Preamble Recitals.

The recitals contained in the preamble hereof are hereby found to be true, and such recitals and other statements therein are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 7.11. 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 7.12. *Authorization of Paying Agent/Registrar Agreement.*

The City Council hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 7.13. *No Recourse Against City Officials.*

No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 7.14. *Further Action.*

The officers and employees of the City (including any Authorized Official), singly and collectively, are hereby authorized to execute such certificates, opinions, or other documents deemed necessary to carry out the purposes of this Ordinance.

SECTION 7.15. *Further Procedures.*

The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Agreement, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, 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 Bonds by the Texas Attorney General's office. In case any officer of the City 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 7.16. *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 City 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 7.17. *No Recourse Against City Officials.*

No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 7.18. *Automatic Budget Amendments to Reflect Final Debt Service Payments.*

To the extent that the City Council has adopted an annual budget that includes payment of debt service on any Bonds issued (or to be issued) pursuant to this Ordinance based on the City's reasonable expectations and projections relative to those Bonds, such budget entries shall, upon the issuance of Bonds, be automatically adjusted to reflect actual debt service payments on those Bonds coming due during the period of time covered by such budget. Each Authorized Official, or the designee thereof, is authorized to make such necessary budget entries and/or adjustments to reflect these final debt service amounts.

SECTION 7.19. *Covenant to Not Issue New Money Additional Priority Bonds.*

Notwithstanding its ability to do so pursuant to the terms of the City ordinances authorizing the issuance of the Previously Issued Priority Bonds (the *Priority Bonds Ordinances*), the City shall no longer issue "Additional Priority Bonds" (as such term is defined in the Priority Bonds Ordinances) for new money purposes. This prohibition does not prohibit the issuance of Additional Priority Bonds for any refunding purposes permitted under Chapter 1207, as amended, Texas Government Code.

SECTION 7.20. *Covenants of Compliance.*

The City shall faithfully and punctually perform all duties with reference to the System required by the Act, all other applicable laws of the State of Texas, and the provisions of this Ordinance and that the City shall render no free service to any customers or other persons.

SECTION 7.21. *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 7.22. *Effective Date.*

This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

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* * * *

PASSED AND ADOPTED on the 17th day of June, 2014.

CITY OF CORPUS CHRISTI, TEXAS

Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED THIS 17TH DAY OF JUNE, 2014:

Barney L. Knight, Interim City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §
 §
CITY OF CORPUS CHRISTI §

I, the undersigned, City Secretary of the City of Corpus Christi, Texas, do hereby certify that the above and foregoing is a true, full and correct copy of an Ordinance passed by the City Council of the City of Corpus Christi, Texas (and of the minutes pertaining thereto) on the 17TH day of June, 2014, authorizing the issuance of one or more series of the City's Utility System Variable Rate Junior Lien Revenue Improvement Bonds, Series 2014B, which ordinance is duly of record in the minutes of said City Council, and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

EXECUTED UNDER MY HAND AND SEAL OF SAID CITY, THIS THE 17TH DAY OF JUNE, 2014.

CITY SECRETARY

(CITY SEAL)

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, _____, by the following vote:

Nelda Martinez	_____	Chad Magill	_____
Kelley Allen	_____	Colleen McIntyre	_____
Rudy Garza	_____	Lillian Riojas	_____
Priscilla Leal	_____	Mark Scott	_____
David Loeb	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, _____, by the following vote:

Nelda Martinez	_____	Chad Magill	_____
Kelley Allen	_____	Colleen McIntyre	_____
Rudy Garza	_____	Lillian Riojas	_____
Priscilla Leal	_____	Mark Scott	_____
David Loeb	_____		

PASSED AND APPROVED, this the _____ day of _____, _____.

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

SCHEDULE I

APPROVAL CERTIFICATE

SEE TAB NO. _

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

SEE TAB NO. _

EXHIBIT B

FORM OF TENDER AGENT AGREEMENT

SEE TAB NO. _

EXHIBIT C

FORM OF PURCHASE CONTRACT

SEE TAB NO. __

EXHIBIT D

FORM OF LETTER OF REPRESENTATIONS WITH DTC

SEE TAB NO. _

EXHIBIT E

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 6.9 of this Ordinance.

Annual Financial Statements and Operating Data

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

1. The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, unaudited financial statements of the City for the most recently concluded fiscal year.
2. Tables 1 through 23 contained in the Official Statement; and the Audited Financial Statement of the City, as set forth in Appendix B to the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to above.

EXHIBIT F
REMARKETING AGREEMENT
SEE TAB NO. _