

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF AUSTIN, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2025; ESTABLISHING PARAMETERS FOR THE SALE OF THE OBLIGATIONS; APPROVING RELATED DOCUMENTS; ENACTING OTHER PROVISIONS RELATED TO THE OBLIGATIONS; AND DECLARING AN IMMEDIATE EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. FINDINGS.

The Act authorizes Council to execute, perform and make payments under contracts with any person for the use, acquisition, purchase or financing of personal property as described in the Act; and

The Act permits Council to execute contracts in any form it deems appropriate in connection with the use, acquisition, purchase or financing of personal property; and

Council desires to acquire, purchase or finance personal property as described in Schedule I, or such other personal property, appliances, equipment, facilities, furnishings, cloud computing services or interests therein, whether movable or fixed, deemed by Council to be necessary, useful and/or appropriate for its purposes (the "Property"); and

Council deems it appropriate to adopt this Ordinance and issue the "Contractual Obligations" authorized by the Act; and

Council desires to delegate to the Authorized Representative (defined below) the authority to effect the sale of the Contractual Obligations authorized by this Ordinance, subject to the parameters prescribed by this Ordinance; and

The meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of the meeting was given as required by Chapter 551 of the Texas Government Code.

PART 2. DEFINITIONS.

The terms used in this Ordinance have the following meanings:

"Act" means the Public Property Finance Act, Sec. 271.001, et seq., Subchapter A, Texas Local Government Code.

"Authentication Certificate" means the Paying Agent/Registrar's Authentication Certificate, in the form identified in the Form of Obligation.

"Authorized Denomination" means \$5,000 or any integral multiple of \$5,000.

"Authorized Representative" means the City Manager, the Chief Financial Officer or the Director of Financial Services of the City.

36 “Bidding Instructions” means the bidding instructions prepared in connection with the sale
37 of the Obligations pursuant to a competitive sale.

38
39 “Business Day” means a day other than a Saturday, a Sunday, a legal holiday, or a day on
40 which banking institutions are authorized by law or executive order to close in the City or the city
41 where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located.

42 “Chapter 9” means Chapter 9 of the Texas Business & Commerce Code.

43 “Chapter 1204” means Chapter 1204 of the Texas Government Code.

44 “Chapter 1206” means Chapter 1206 of the Texas Government Code.

45 “Chapter 1208” means Chapter 1208 of the Texas Government Code.

46 “Chapter 1371” means Chapter 1371 of the Texas Government Code.

47 “City” means the City of Austin, Texas.

48 “Code” means the Internal Revenue Code of 1986, as amended.

49 “Comptroller” means the Comptroller of Public Accounts of the State of Texas.

50 “Council” means the City Council of the City.

51 “Defeasance Securities” means any securities permitted by Section 1207.062, Texas
52 Government Code (or any successor statute), including (i) direct, noncallable obligations of the
53 United States of America, including obligations that are unconditionally guaranteed by the United
54 States of America, (ii) noncallable obligations of an agency or instrumentality of the United States
55 of America, including obligations that are unconditionally guaranteed or insured by the agency or
56 instrumentality and that, on the date of approval of the proceedings authorizing the issuance of the
57 refunding bonds, are rated as to investment quality by a nationally recognized investment rating
58 firm not less than “AAA” or its equivalent, and (iii) noncallable obligations of a state or an agency
59 or a county, municipality, or other political subdivision of a state that have been refunded and that,
60 on the date of approval of the proceedings authorizing the issuance of the refunding bonds, are
61 rated as to investment quality by a nationally recognized investment rating firm not less than
62 “AAA” or its equivalent. Such Defeasance Securities may be restricted by an Authorized
63 Representative as deemed appropriate and may be reflected as such, if applicable, in the final
64 Official Statement.

65 “Defeased Obligation” means any Obligation and the interest on the Obligation that is
66 considered to be paid, retired and no longer outstanding under the terms of this Ordinance,
67 specifically PART 16 of this Ordinance.

68 “Designated Payment/Transfer Office” means the office of the Paying Agent/Registrar
69 identified by the Paying Agent/Registrar as its Designated Payment/Transfer Office for the
70 purpose of discharging its duties under this Ordinance.

71 “DTC” means The Depository Trust Company, New York, New York.

72 “Event of Default” has the meaning described in PART 17 of this Ordinance.

73 “Expiration Date” means the six-month anniversary of the date of adoption of this
74 Ordinance.

75 “Future Escrow Agreement” means an escrow agreement or other similar instrument with
76 respect to Defeased Obligations.

77 “Initial Obligation” has the meaning described in PART 11 of this Ordinance.

78 “Interest and Sinking Fund” means the Interest and Sinking Fund established in PART 9
79 of this Ordinance.

80 “MSRB” means the Municipal Securities Rulemaking Board.

81 “Obligations” means the contractual obligations of the City to be issued under authority of
82 this Ordinance, including the Initial Obligation.

83 “Official Bid Form” means the bid form to be submitted by bidders seeking to purchase
84 the Obligations pursuant to a competitive sale.

85 “Paying Agent/Registrar” means U.S. Bank Trust Company, National Association, and its
86 successors and assigns as provided in the Paying Agent/Registrar Agreement and the Official
87 Statement.

88 “Paying Agent/Registrar Agreement” means the agreement between the City and the
89 Paying Agent/Registrar with respect to the Obligations in the form approved by an Authorized
90 Representative, and any successor agreement.

91 “Property” has the meaning described in PART 1 of this Ordinance.

92 “Purchase Agreement” shall mean the Purchase Agreement among the Issuer and the
93 Underwriters, pertaining to the purchase of the Obligations sold pursuant to a negotiated sale.

94 “Registered Owner” means the owner of any Obligation as recorded in the Registration
95 Books.

96 “Registration Books” means the books or records of registration and transfer of the
97 Obligations maintained by the Paying Agent/Registrar.

98 “Rule” means SEC Rule 15c2-12.

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

100 “Treasury Regulations” means all applicable temporary, proposed and final regulations and
101 procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954,
102 to the extent applicable to the Code.

103
104 “Underwriters” shall mean the investment banking firm or firms named in a Purchase
105 Agreement, if any, relating to the sale of Obligations pursuant to a negotiated sale or the entity or

106 entities listed in the Official Bid Form, if any, accepted by the City as the best bid for the
107 Obligations pursuant to a competitive sale.

108
109 **PART 3. OBLIGATIONS AUTHORIZED.**

110 The Obligations shall be issued in accordance with the Constitution, laws of the State of
111 Texas, and the Charter of the City, in one or more series, in the aggregate principal amount not to
112 exceed \$40,800,000 for the purposes of (a) paying all or a portion of the City's contractual
113 obligations to be incurred with the acquisition, purchase or financing of the Property, in accordance
114 with the provisions of the Act, and (b) paying the costs of issuance associated with the sale of the
115 Obligations. The aggregate principal amount and the designation of Obligations issued pursuant
116 to this Ordinance shall be set forth in the Bidding Instructions and the Official Bid Form or the
117 Purchase Agreement. The Obligations shall be numbered consecutively from R-1 upward, except
118 the Initial Obligation shall be numbered T-1.

119 **PART 4. SALE PARAMETERS.**

120 (a) The Obligations shall be issued in any Authorized Denomination as fully registered
121 obligations, without interest coupons, payable to the respective initial registered owners of the
122 Obligations, or to the registered assignee or assignees of the Obligations, maturing not later than
123 25 years from their issue date, payable serially or otherwise on the dates, in the years and in the
124 principal amounts, and dated, all as set forth in the Official Bid Form or Purchase Agreement.

125 (b) In accordance with Chapter 1371, each Authorized Representative, acting for and
126 on behalf of the City, is authorized to seek competitive bids for the sale of the Obligations
127 authorized to be sold by this Ordinance, and is hereby authorized to prepare and distribute the
128 Bidding Instructions and the Official Bid Form with respect to seeking competitive bids for the
129 sale of the Obligations. Each Authorized Representative, acting for and on behalf of the City, is
130 authorized to negotiate with the Underwriters to complete a negotiated sale of the Obligations
131 pursuant to the terms and conditions of the Purchase Agreement. The Bidding Instructions or the
132 Purchase Agreement shall contain the terms and conditions relating to the sale of the Obligations,
133 including the date bids for the purchase of the Obligations are to be received, the date of the
134 Obligations, any additional designation or title by which the Obligations shall be known, the
135 aggregate principal amount of the Obligations to be sold, the price at which the Obligations will
136 be sold, the years in which the Obligations will mature, the rate or rates of interest to be borne by
137 each such maturity, the interest payment periods, and all other matters relating to the issuance, sale
138 and delivery of the Obligations so sold including, without limitation, the use of municipal bond
139 insurance for the Obligations. The Obligations shall bear interest at the rates per annum set forth
140 in the Official Bid Form accepted as the best bid or in the Purchase Agreement. The interest on
141 the Obligations shall be payable to the Registered Owner of any Obligation on the dates and in the
142 manner provided in Exhibit A. Interest on the Obligations shall be payable on the dates set forth
143 in the Official Bid Form or Purchase Agreement, until maturity. Each Authorized Representative,
144 acting for and on behalf of the City, is hereby authorized to receive and accept bids for the sale of
145 Obligations in accordance with the Bidding Instructions on such date as determined by an
146 Authorized Representative or to negotiate the sale of the Obligations pursuant to the terms of the
147 Purchase Agreement. The Obligations shall be sold at a competitive or negotiated sale at such
148 price as an Authorized Representative of the City shall determine to be the most advantageous to
149 the City, which determination shall be evidenced by the execution of the Official Bid Form

150 submitted by the best and winning bidder or the Purchase Agreement. One Obligation in the
151 principal amount maturing on each maturity date as set forth in the Official Bid Form or Purchase
152 Agreement shall be delivered to the Underwriters, and the Underwriters shall have the right to
153 exchange such Obligations as provided in PART 7 of this Ordinance without cost. Exhibit A shall
154 be revised to reflect the terms of the sale of the Obligations as reflected in the Official Bid Form
155 accepted as the best bid for the Obligations or the Purchase Agreement. The Obligations shall
156 initially be registered in the name as set forth in the Official Bid Form or the Purchase Agreement.
157 In case any officer whose signature shall appear on the Obligations shall cease to be such officer
158 before the delivery of the Obligations, the signature shall be valid and sufficient for all purposes
159 the same as if the officer had remained in office until delivery. An Authorized Representative
160 shall not execute the Official Bid Form or Purchase Agreement unless the applicable Underwriter
161 has confirmed to an Authorized Representative that either it has made disclosure filings to the
162 Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or is
163 exempt from making such filings under Section 2252.908(c)(4), Texas Government Code. Within
164 thirty (30) days of receipt of any disclosure filings from the best bidder for the Obligations, the
165 City will acknowledge such disclosure filings in accordance with the rules of the Texas Ethics
166 Commission. Any finding or determination made by an Authorized Representative relating to the
167 issuance and sale of the Obligations shall have the same force and effect as a finding or
168 determination made by Council; *provided*, that (i) the price to be paid for the Obligations shall not
169 be less than 95% of the aggregate principal amount of the Obligations sold, plus accrued interest,
170 if any, (ii) the Obligations shall not bear interest at a rate greater than the maximum rate allowed
171 by Chapter 1204, (iii) the Obligations shall not have a final maturity beyond November 1, 2032,
172 and (iv) prior to the execution of the Official Bid Form or Purchase Agreement by an Authorized
173 Representative, the Obligations shall be rated by a nationally recognized rating agency for
174 municipal securities in one of the four highest rating categories for long-term debt instruments.

175 An Authorized Representative may approve modifications to this Ordinance to conform to
176 the terms of the Obligations, as approved by the Authorized Representative, and execute any
177 instruments, agreements and other documents as the Authorized Representative shall deem
178 necessary or appropriate in connection with the issuance, sale and delivery of Obligations pursuant
179 to this Ordinance.

180 It is in the best interests of the City for the Obligations to be sold through a competitive or
181 negotiated sale, and Council authorizes each Authorized Representative, individually but not
182 collectively, to execute the Official Bid Form or Purchase Agreement to evidence the acceptance
183 by the City of the terms and conditions relating to the sale of the Obligations, at the price the
184 Authorized Representative executing the Official Bid Form or Purchase Agreement determines to
185 be the most advantageous to the City. The conditions set forth in PART 12 of this Ordinance must
186 be met prior to any Authorized Representative executing the Official Bid Form or the Purchase
187 Agreement.

188 The authority of an Authorized Representative to execute the Official Bid Form or
189 Purchase Agreement shall expire at 11:59 p.m. on the Expiration Date. Obligations sold pursuant
190 to the Bidding Instructions and an Official Bid Form or a Purchase Agreement executed on or
191 before the Expiration Date may be delivered after the Expiration Date.

192 In establishing the aggregate principal amount of the Obligations, the Authorized
193 Representative shall establish an amount which shall be sufficient (together with any premium

194 received from the sale of the Obligations) to provide for the purposes for which the Obligations
195 are authorized. The Obligations of any series shall be sold at such price, with and subject to such
196 terms, as set forth in the Bidding Instructions and the Official Bid Form or the Purchase
197 Agreement.

198 (c) Any finding or determination made by an Authorized Representative relating to the
199 issuance and sale of the Obligations and the execution of the Official Bid Form or Purchase
200 Agreement shall have the same force and effect as a finding or determination made by Council.

201 **PART 5. REDEMPTION PROVISIONS.**

202 The Obligations are not subject to redemption prior to maturity.

203 **PART 6. INTEREST.**

204 The Obligations shall bear interest at the rates per annum set forth in the Official Bid Form
205 or Purchase Agreement. The interest shall be payable to the Registered Owner of any Obligation
206 in the manner provided and on the dates stated in the Official Bid Form or Purchase Agreement.
207 Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

208 **PART 7. ADDITIONAL CHARACTERISTICS OF THE OBLIGATIONS.**

209 (a) The City shall keep, or cause to be kept, at the Designated Payment/Transfer Office,
210 the Registration Books, and the Paying Agent/Registrar shall act as the registrar and transfer agent
211 for the City to keep books or records and make the transfers and registrations under the reasonable
212 regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying
213 Agent/Registrar shall make transfers and registrations as provided in this Ordinance. It shall be the
214 duty of the Paying Agent/Registrar to obtain from the Registered Owner and record in the
215 Registration Books the address of the Registered Owner to which payments with respect to the
216 Obligations shall be mailed, as provided in this Ordinance. The City, or its designee, shall have
217 the right to inspect the Registration Books during regular business hours of the Paying
218 Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books
219 confidential and, unless otherwise required by law, shall not permit their inspection by any other
220 entity. Ownership of each Obligation may be transferred in the Registration Books only upon
221 presentation and surrender of the Obligation to the Paying Agent/Registrar for transfer of
222 registration and cancellation, together with proper written instruments of assignment, in form and
223 with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment
224 of the Obligation, or any portion of the Obligation, in any Authorized Denomination, to the
225 assignee or assignees, and the right of the assignee or assignees to have the Obligation or any
226 portion of the Obligation registered in the name of the assignee or assignees. Upon the assignment
227 and transfer of any Obligation, a new substitute obligation or obligations shall be issued in
228 exchange for the Obligation in the manner provided in this Ordinance.

229 (b) The entity in whose name any Obligation shall be registered in the Registration
230 Books at any time shall be treated as the absolute owner of the Obligation for all purposes of this
231 Ordinance, whether the Obligation shall be overdue, and the City and the Paying Agent/Registrar
232 shall not be affected by any notice to the contrary; and payment of, or on account of, the principal
233 of, premium, if any, and interest on any Obligation shall be made only to the Registered Owner.

234 All payments shall be valid and effectual to satisfy and discharge the liability on the Obligation to
235 the extent of the sum or sums so paid.

236 (c) The Paying Agent/Registrar shall act as the paying agent for paying the principal
237 of, premium, if any, and interest on, the Obligations, and to act as the agent of the City to exchange
238 or replace Obligations, all as provided in this Ordinance. The Paying Agent/Registrar shall keep
239 proper records of all payments made by the City and the Paying Agent/Registrar with respect to
240 the Obligations, and of all exchanges and replacements, as provided in this Ordinance.

241 (d) Each Obligation may be exchanged for fully registered obligations as set forth in
242 this Ordinance. Each Obligation issued and delivered pursuant to this Ordinance may, upon
243 surrender at the Designated Payment/Transfer Office, together with a written request duly executed
244 by the Registered Owner or its assignee or assignees, or its or their duly authorized attorneys or
245 representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the
246 option of the Registered Owner or its assignee or assignees, as appropriate, be exchanged for fully
247 registered obligations, without interest coupons, in the form prescribed in the Form of Obligation,
248 in any Authorized Denomination (subject to the requirement stated below that each substitute
249 Obligation shall have a single stated maturity date), as requested in writing by the Registered
250 Owner or its assignee or assignees, in an aggregate principal amount equal to the unredeemed
251 principal amount of any Obligation or Obligations so surrendered, and payable to the appropriate
252 Registered Owner, assignee, or assignees. If a portion of any Obligation is assigned and
253 transferred, each Obligation issued in exchange shall have the same maturity date and bear interest
254 at the same rate as the Obligation for which it is being exchanged. Each substitute Obligation shall
255 bear a letter and/or number to distinguish it from each other Obligation. The Paying
256 Agent/Registrar shall exchange or replace Obligations as provided in this Ordinance, and each
257 fully registered Obligation delivered in exchange for or replacement of any Obligation or portion
258 of an Obligation as permitted or required by any provision of this Ordinance shall constitute one
259 of the Obligations for all purposes of this Ordinance, and may again be exchanged or replaced.
260 Any Obligation delivered in exchange for or replacement of another Obligation before the first
261 scheduled interest payment date on the Obligations (as stated on the face of the Obligation) shall
262 be dated the same date, but each substitute Obligation delivered on or after the first scheduled
263 interest payment date shall be dated the interest payment date preceding the date on which the
264 substitute Obligation is delivered, unless the substitute Obligation is delivered on an interest
265 payment date, in which case it shall be dated as of the date of delivery; however, if at the time of
266 delivery of any substitute Obligation the interest on the Obligation for which it is being exchanged
267 has not been paid, then the substitute Obligation shall be dated the date to which interest has been
268 paid in full. On each substitute Obligation issued in exchange for or replacement of any Obligation
269 issued under this Ordinance there shall be printed on the Obligation the Authentication Certificate.
270 An authorized representative of the Paying Agent/Registrar shall, before the delivery of any
271 substitute Obligation, date the substitute Obligation in the manner set forth above, and manually
272 sign and date the Authentication Certificate, and no substitute Obligation shall be considered to be
273 issued or outstanding unless the Authentication Certificate is executed. The Paying
274 Agent/Registrar promptly shall cancel all Obligations surrendered for exchange or replacement.
275 No additional ordinances, orders, or resolutions need be passed or adopted by Council or any other
276 body or person to accomplish the exchange or replacement of any Obligation, and the Paying
277 Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Obligations
278 in the manner prescribed in this Ordinance. Pursuant to Chapter 1206, the duty of exchange or
279 replacement of any Obligation is imposed on the Paying Agent/Registrar, and, upon the execution

280 of the Authentication Certificate, the exchanged or replaced obligation shall be valid,
281 incontestable, and enforceable in the same manner and with the same effect as the Initial Obligation
282 which originally was delivered pursuant to this Ordinance, approved by the Texas Attorney
283 General, and registered by the Comptroller.

284 (e) All Obligations issued in exchange or replacement of any other Obligation or
285 portion of an Obligation (i) shall be issued in fully registered form, without interest coupons, with
286 the principal of and interest on the Obligations to be payable only to the Registered Owners,
287 (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned,
288 (iv) may be exchanged for other Obligations, (v) shall have the characteristics, (vi) shall be signed
289 and sealed, and (vii) the principal of and interest on the Obligations shall be payable, all as
290 provided, and in the manner required or indicated in this Ordinance and the Official Bid Form or
291 Purchase Agreement.

292 (f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and
293 charges for making transfers of Obligations, but the Registered Owner of any Obligation
294 requesting the transfer shall pay any taxes or other governmental charges required for the transfer.
295 The Registered Owner of any Obligation requesting any exchange shall pay the Paying
296 Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any
297 Obligation or a portion of an Obligation, together with any required taxes or governmental charges,
298 all as a condition precedent to the exercise of the privilege of exchange, except in the case of the
299 exchange of an assigned and transferred Obligation or Obligations or any portion or portions in
300 any Authorized Denomination, the fees and charges will be paid by the City. In addition, the City
301 covenants with the Registered Owners of the Obligations that it will (i) pay the reasonable and
302 standard or customary fees and charges of the Paying Agent/Registrar for its services with respect
303 to the payment of the principal of and interest on the Obligations, when due, and (ii) pay the fees
304 and charges of the Paying Agent/Registrar for services with respect to the transfer or registration
305 of Obligations, and with respect to the exchange of Obligations solely to the extent stated above.

306 (g) An Authorized Representative is authorized to execute and deliver the Paying
307 Agent/Registrar Agreement. The City covenants with the Registered Owners of the Obligations
308 that at all times while the Obligations are outstanding the City will provide a competent and legally
309 qualified bank, trust company, or other entity duly qualified and legally authorized to act as and
310 perform the services of Paying Agent/Registrar for the Obligations under this Ordinance, and that
311 the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option,
312 change the Paying Agent/Registrar upon not less than 60 days' written notice to the Paying
313 Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its
314 successor by merger, acquisition, or other method) should resign or otherwise stop acting as such,
315 the City covenants that it will promptly appoint a competent and legally qualified national or state
316 banking institution organized and doing business under the laws of the United States of America
317 or of any state, authorized under the laws to exercise trust powers, subject to supervision or
318 examination by federal or state authority, and whose qualifications substantially are similar to the
319 previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any
320 change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer
321 and deliver the Registration Books (or a copy of these Registration Books), along with all other
322 pertinent books and records relating to the Obligations, to the new Paying Agent/Registrar
323 designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City
324 promptly will cause a written notice to be sent by the new Paying Agent/Registrar to each

325 Registered Owner of the Obligations, by United States mail, first-class postage prepaid, which
326 notice also shall give the address of the new Paying Agent/Registrar. By accepting the position
327 and performing as such, each Paying Agent/Registrar shall be considered to have agreed to the
328 provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each
329 Paying Agent/Registrar.

330 **PART 8. FORM OF OBLIGATIONS.**

331 The Obligations shall be signed with the manual or facsimile signatures of the Mayor and
332 the City Clerk, and the seal of the City shall be affixed or impressed on the Obligations. The form
333 of all Obligations, including the form of the Comptroller's Registration Certificate to accompany
334 the Initial Obligation, the form of the Authentication Certificate, and the Form of Assignment to
335 be printed on each Obligation, shall be, respectively, substantially in the form set forth in Exhibit
336 A, with such appropriate variations, omissions, or insertions as are permitted or required by this
337 Ordinance and the Official Bid Form or Purchase Agreement.

338 **PART 9. LEVY OF TAX; INTEREST AND SINKING FUND.**

339 (a) The Interest and Sinking Fund (which may include the designation or title by which
340 a series of Obligations shall be known, as determined pursuant to PART 4(b) of this Ordinance) is
341 created and it shall be established and maintained at an official depository of the City. The Interest
342 and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City
343 and shall be used only for paying the interest on and principal of the Obligations. All ad valorem
344 taxes levied and collected for and on account of the Obligations shall be deposited, as collected,
345 to the credit of the Interest and Sinking Fund. During each year while any Obligation is
346 outstanding and unpaid, Council shall compute and ascertain the rate and amount of ad valorem
347 tax, based on the latest approved tax rolls of the City, with full allowances being made for tax
348 delinquencies and costs of tax collections, which will be sufficient to raise and produce the money
349 required to pay the interest on the Obligations as the interest comes due, and to provide a sinking
350 fund to pay the principal of the Obligations as the principal matures, but never less than 2% of the
351 outstanding principal amount of the Obligations as a sinking fund each year. The rate and amount
352 of ad valorem tax needed to fund this obligation is ordered to be and is hereby levied against all
353 taxable property in the City for each year while any Obligation is outstanding and unpaid, and the
354 ad valorem tax shall be assessed and collected each year and deposited to the credit of the Interest
355 and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the
356 Obligations, as the interest comes due, and the principal matures as provided in the Official Bid
357 Form or Purchase Agreement, are pledged for this purpose, within the limit set by law. The City
358 appropriates from current funds on hand, and directs the transfer for deposit into the Interest and
359 Sinking Fund moneys as may be necessary to pay debt service on the Obligations scheduled to
360 occur prior to receipt of taxes levied to pay such debt service. Money in the Interest and Sinking
361 Fund, at the option of the City, may be invested in the securities or obligations as permitted under
362 applicable law and the City's investment policy. Any securities or obligations in which money is
363 invested shall be kept and held in trust for the benefit of the owners of the Obligations and shall
364 be sold and the proceeds of sale shall be timely applied to the making of all payments required to
365 be made from the Interest and Sinking Fund. Interest and income derived from the investment of
366 money in the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

367 (b) Should more than one series of Obligations be sold under authority of this
368 Ordinance, a separate interest and sinking fund will be created and maintained at an official
369 depository of the City to secure each series of Obligations.

370 (c) Chapter 1208 applies to the issuance of the Obligations and the pledge of ad
371 valorem taxes made under PART 9(a) of this Ordinance, and the pledge is valid, effective, and
372 perfected. If Texas law is amended at any time while any Obligation is outstanding and unpaid so
373 that the pledge of ad valorem taxes made by the City under PART 9(a) of this Ordinance is to be
374 subject to the filing requirements of Chapter 9, then to preserve to the Registered Owners of the
375 Obligations the perfection of the security interest in the pledge, the City agrees to take such
376 measures as it determines are reasonable and necessary under Texas law to comply with the
377 applicable provisions of Chapter 9 and enable a filing to perfect the security interest in the pledge.

378 **PART 10. DAMAGED, LOST, STOLEN OR DESTROYED OBLIGATIONS.**

379 (a) In the event any outstanding Obligation is damaged, mutilated, lost, stolen, or
380 destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new
381 obligation of the same principal amount, maturity, and interest rate as the damaged, mutilated, lost,
382 stolen, or destroyed Obligation in replacement for the Obligation in the manner provided in this
383 Ordinance.

384 (b) Application for replacement of any damaged, mutilated, lost, stolen, or destroyed
385 Obligation shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction
386 of an Obligation, the applicant for a replacement obligation shall furnish to the City and to the
387 Paying Agent/Registrar the security or indemnity as may be required by them to save each of them
388 harmless from any loss or damage with respect to the Obligation. Also, in every case of loss, theft,
389 or destruction of an Obligation, the applicant shall furnish to the City and to the Paying
390 Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of the Obligation.
391 In every case of damage or mutilation of an Obligation, the applicant shall surrender to the Paying
392 Agent/Registrar for cancellation the damaged or mutilated Obligation.

393 (c) Notwithstanding clauses (a) and (b), in the event any Obligation shall have
394 matured, and there is no continuing default in the payment of the principal of, premium, if any, or
395 interest on the Obligation, the City may authorize its payment (without surrender except in the
396 case of a damaged or mutilated Obligation) instead of issuing a replacement Obligation, provided
397 security or indemnity is furnished as above provided in this PART.

398 (d) Prior to the issuance of any replacement Obligation, the Paying Agent/Registrar
399 shall charge the owner of the Obligation with all legal, printing, and other expenses in connection
400 with the replacement. Every replacement Obligation issued pursuant to the provisions of this
401 Ordinance by virtue of the fact that any Obligation is damaged, mutilated, lost, stolen, or destroyed
402 shall constitute a contractual obligation of the City whether the damaged, mutilated, lost, stolen,
403 or destroyed Obligation shall be found, or be enforceable by anyone, and shall be entitled to all
404 the benefits of this Ordinance equally and proportionately with any and all other Obligations duly
405 issued under this Ordinance.

406 (e) In accordance with Chapter 1206, this PART constitutes authority for the issuance
407 of any such replacement Obligation without necessity of further action by Council or any other
408 body or person, and the duty of the replacement of the Obligations is authorized and imposed on

409 the Paying Agent/Registrar, subject to the conditions imposed by this PART, and the Paying
410 Agent/Registrar shall authenticate and deliver the Obligations in the form and manner and with
411 the effect, as provided in PART 7(d) of this Ordinance for Obligations issued in exchange for other
412 Obligations.

413 **PART 11. SUBMISSION OF PROCEEDINGS TO ATTORNEY GENERAL.**

414 The Mayor, or his designee, and each Authorized Representative, is authorized to have
415 control of the Obligations and all necessary records and proceedings pertaining to the Obligations
416 pending their delivery and their investigation, examination and approval by the Texas Attorney
417 General and their registration by the Comptroller. The City shall submit a single contractual
418 obligation to the Texas Attorney General, in the aggregate principal amount of the Obligations
419 sold and containing the interest rates and schedule of principal payment dates, all as set forth in
420 the Official Bid Form or Purchase Agreement (the "Initial Obligation"). Upon registration of the
421 Initial Obligation, the Comptroller (or a deputy designated in writing to act for the Comptroller)
422 shall manually sign the Comptroller's Registration Certificate accompanying the Initial
423 Obligation, and the seal of the Comptroller shall be impressed, or placed in facsimile, on the Initial
424 Obligation. The Initial Obligation shall be numbered T-1. After registration by the Comptroller,
425 delivery of the Obligations shall be made to the Underwriters, under and subject to the general
426 supervision and direction of the Mayor or an Authorized Representative, against receipt by the
427 City of all amounts due to the City under the terms of sale, and the Initial Obligation shall be
428 cancelled. Council authorizes the payment of the fee of the Office of the Attorney General of the
429 State of Texas for the examination of the proceedings relating to the issuance of the Obligations,
430 in the amount determined in accordance with the provisions of Section 1202.004, Texas
431 Government Code.

432 **PART 12. SALE OF OBLIGATIONS; OFFICIAL STATEMENT.**

433 (a) The Obligations shall be sold to the Underwriters at the price set forth in the Official
434 Bid Form or Purchase Agreement, and delivery of the Obligations to the Underwriters shall be
435 made upon receipt of payment in accordance with the terms of the Official Bid Form or Purchase
436 Agreement. An Authorized Representative is authorized and directed to execute the Official Bid
437 Form or Purchase Agreement on behalf of the City, and the Mayor, Mayor Pro Tem, City Manager,
438 Chief Financial Officer, Director of Financial Services, City Clerk, and all other officials, agents
439 and representatives of the City are authorized to execute and deliver any agreements, certificates,
440 instruments and other documents, and do any and all things necessary or desirable to satisfy the
441 conditions set out in the documents, to provide for the issuance and delivery of the Obligations.

442 (b) Council ratifies, authorizes and approves, in connection with the sale of the
443 Obligations, the preparation and distribution of the Preliminary Official Statement and a final
444 Official Statement, substantially in the form of the Preliminary Official Statement, containing
445 additional information and amendments as may be necessary to conform to the terms of the
446 Obligations, this Ordinance, and the Official Bid Form or Purchase Agreement, and the
447 Preliminary Official Statement is deemed final as of its date within the meaning and for the
448 purposes of paragraph (b)(1) of the Rule. An Authorized Representative is authorized to approve
449 any amendments and supplements to the Official Statement as either of them shall deem necessary
450 or appropriate. The Mayor and City Clerk are authorized to execute the final Official Statement
451 by manual, facsimile or electronic signature and/or to deliver a certificate pertaining to the final

452 Official Statement as prescribed in the Official Statement, dated as of the date of payment for and
453 delivery of the Obligations.

454 (c) The Mayor, Mayor Pro Tem, City Manager, City Clerk, Chief Financial Officer,
455 Director of Financial Services and all other officials, agents and representatives of the City are
456 authorized to take actions as any officer, official, agent or representative shall approve in seeking
457 ratings on the Obligations from one or more nationally recognized statistical ratings organizations,
458 or any confirmation of ratings issued by a rating agency, and these actions are ratified and
459 confirmed.

460 (d) Proceeds from the sale of the Obligations shall be disbursed in the amounts and for
461 the purposes set forth in the closing letter of instructions. An Authorized Representative may
462 provide for the establishment of any fund, account or subaccount as deemed necessary or
463 appropriate for the safekeeping and administration of proceeds from the sale of the Obligations
464 pending their disbursement for authorized purposes.

465 (e) An Authorized Representative shall not execute the Official Bid Form or Purchase
466 Agreement unless each of the Underwriters has confirmed to an Authorized Representative that
467 either it has made disclosure filings to the Texas Ethics Commission in accordance with Section
468 2252.908, Texas Government Code or is exempt from making filings under Section
469 2252.908(c)(4), Texas Government Code. Within 30 days of receipt of the execution of the
470 Official Bid Form or Purchase Agreement, disclosure filings received from any of the
471 Underwriters will be acknowledged by the City in accordance with the rules of the Texas Ethics
472 Commission.

473 **PART 13. COVENANTS TO MAINTAIN TAX EXEMPT STATUS.**

474 The City covenants to refrain from any action which would adversely affect, or to take any
475 action to assure, the treatment of the Obligations as obligations described in section 103 of the
476 Code, the interest on which is not includable in the "gross income" of the holder for purposes of
477 federal income taxation. The City covenants as follows:

478 (a) to take any action to assure that no more than 10 percent of the proceeds of
479 the Obligations or the projects financed therewith (less amounts deposited to a reserve
480 fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the
481 Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not
482 received by the City, with respect to such private business use, do not, under the terms of
483 this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for
484 the payment of more than 10 percent of the debt service on the Obligations, in contra-
485 vention of section 141(b)(2) of the Code;

486 (b) to take any action to assure that in the event that the "private business use"
487 described in subsection (a) hereof exceeds 5 percent of the proceeds of the Obligations or
488 the projects financed therewith (less amounts deposited into a reserve fund, if any) then the
489 amount in excess of 5 percent is used for a "private business use" which is "related" and
490 not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the
491 governmental use;

494

495 (c) to take any action to assure that no amount which is greater than the lesser
496 of \$5,000,000, or 5 percent of the proceeds of the Obligations (less amounts deposited into
497 a reserve fund, if any), is directly or indirectly used to finance loans to persons, other than
498 state or local governmental units, in contravention of section 141(c) of the Code;
499

500 (d) to refrain from taking any action which would otherwise result in the
501 Obligations being treated as "private activity bonds" within the meaning of section 141(a)
502 of the Code;

503
504 (e) to refrain from taking any action that would result in the Obligations being
505 "federally guaranteed" within the meaning of section 149(b) of the Code;

506
507 (f) to refrain from using any portion of the proceeds of the Obligations, directly
508 or indirectly, to acquire or to replace funds which were used, directly or indirectly, to
509 acquire investment property (as defined in section 148(b)(2) of the Code) which produces
510 a materially higher yield over the term of the Obligations, other than investment property
511 acquired with --

512
513 (1) proceeds of the Obligations invested for a reasonable temporary
514 period, until such proceeds are needed for the purpose for which the Obligations
515 are issued,

516
517 (2) amounts invested in a bona fide debt service fund, within the
518 meaning of section 1.148-1(b) of the Treasury Regulations, and

519
520 (3) amounts deposited in any reasonably required reserve or
521 replacement fund to the extent such amounts do not exceed 10 percent of the
522 proceeds of the Obligations;

523
524 (g) to otherwise restrict the use of the proceeds of the Obligations or amounts
525 treated as proceeds of the Obligations, as may be necessary, so that the Obligations do not
526 otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

527
528 (h) to refrain from using the proceeds of the Obligations or the proceeds of any
529 prior bonds to pay debt service on another issue more than ninety (90) days after the
530 issuance of the Obligations in contravention of section 149(d) of the Code (relating to
531 advance refundings); and

532
533 (i) to pay to the United States of America at least once during each five-year
534 period (beginning on the date of delivery of the Obligations) an amount that is at least equal
535 to 90 percent of the "excess earnings", within the meaning of section 148(f) of the Code,
536 and to pay to the United States of America, not later than 60 days after the Obligations
537 have been paid in full, 100 percent of the amount then required to be paid as a result of
538 Excess Earnings under section 148(f) of the Code.

539
540 The City understands that the term "proceeds" includes "disposition proceeds" as defined in the
541 Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and
542 proceeds of the refunded bonds expended prior to the date of the issuance of the Obligations. It is

543 the understanding of the City that the covenants contained herein are intended to assure compliance
544 with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury
545 pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify
546 or expand provisions of the Code, as applicable to the Obligations, the City will not be required to
547 comply with any covenant contained herein to the extent that such failure to comply, in the opinion
548 of nationally-recognized bond counsel, will not adversely affect the exemption from federal
549 income taxation of interest on the Obligations under section 103 of the Code. In the event that
550 regulations or rulings are hereafter promulgated which impose additional requirements which are
551 applicable to the Obligations, the City agrees to comply with the additional requirements to the
552 extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption
553 from federal income taxation of interest on the Obligations under section 103 of the Code. In
554 furtherance of the foregoing, the Mayor, the City Manager, any Assistant City Manager, the Chief
555 Financial Officer, any Deputy Chief Financial Officer, Director of Financial Services and the City
556 Treasurer may execute any certificates or other reports required by the Code and make such
557 elections, on behalf of the City, which may be permitted by the Code as are consistent with the
558 purpose for the issuance of the Obligations. In order to facilitate compliance with the above clause
559 (i), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of
560 America, and such Rebate Fund shall not be subject to the claim of any other person, including
561 without limitation the registered owners of the Obligations. The Rebate Fund is established for
562 the additional purpose of compliance with section 148 of the Code.

563
564 The City covenants to account for on its books and records the expenditure of proceeds
565 from the sale of the Obligations and any investment earnings thereon to be used to finance the
566 Property described in Schedule I by allocating proceeds to expenditures within eighteen (18)
567 months of the later of the date that (a) the expenditure on a Property is made or (b) the acquisition
568 of the Property is completed. The City shall not expend such proceeds or investment earnings
569 more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the
570 Obligations or (b) the date the Obligations are retired, unless the City obtains an opinion of
571 nationally-recognized bond counsel substantially to the effect that the expenditure will not
572 adversely affect the tax-exempt status of the Obligations. The City shall not be obligated to comply
573 with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that
574 the failure to comply will not adversely affect the excludability for federal income tax purposes
575 from gross income of the interest.

576
577 The City covenants that the property financed or refinanced with the proceeds of the
578 Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the
579 City of cash or other compensation, unless the City obtains an opinion of nationally-recognized
580 bond counsel substantially to the effect that such sale or other disposition will not adversely affect
581 the tax-exempt status of the Obligations. The portion of the property comprising personal property
582 and disposed of in the ordinary course of business shall not be treated as a transaction resulting in
583 the receipt of cash or other compensation. The City shall not be obligated to comply with this
584 covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that the failure
585 to comply will not adversely affect the excludability for federal income tax purposes from gross
586 income of the interest.

587 **PART 14. CONTINUING DISCLOSURE OBLIGATION.**

588 (a) *Annual Reports.*

589 (i) The City shall provide annually to the MSRB, (A) within six months after
590 the end of each fiscal year of the City, financial information and operating data with respect
591 to the City of the general type included in the final Official Statement authorized by
592 PART 12 of this Ordinance, being information of the type described and referenced in the
593 final Official Statement, including financial statements of the City if audited financial
594 statements of the City are then available, and (B) if not provided as part of the financial
595 information and operating data, audited financial statements of the City, when and if
596 available. Any financial statements to be provided shall be (x) prepared in accordance with
597 the accounting principles described in the final Official Statement, or other accounting
598 principles as the City may be required to employ from time to time pursuant to state law or
599 regulation, and in substantially the form included in the final Official Statement, and
600 (y) audited, if the City commissions an audit of the financial statements and the audit is
601 completed within the period during which they must be provided. If the audit of financial
602 statements is not complete within 12 months after any fiscal year end, then the City shall
603 file unaudited financial statements within the 12-month period and audited financial
604 statements for the applicable fiscal year, when and if the audit report on the financial
605 statements becomes available.

606 (ii) If the City changes its fiscal year, it will notify the MSRB of the change
607 (and of the date of the new fiscal year end) before the next date the City would be required
608 to provide financial information and operating data pursuant to this PART.

609 The financial information and operating data to be provided pursuant to this PART
610 may be set forth in full in one or more documents or may be included by specific reference
611 to any document (including an official statement or other offering document) available to
612 the public on the MSRB's website or filed with the SEC. Filings shall be made
613 electronically, accompanied by identifying information as prescribed by the MSRB.

614 (b) *Disclosure Event Notices.* The City shall notify the MSRB in an electronic format
615 prescribed by the MSRB, in a timely manner not in excess of 10 Business Days after the occurrence
616 of the event, of any of the following events with respect to the Obligations:

- 617 (i) Principal and interest payment delinquencies;
- 618 (ii) Non-payment related defaults, if material;
- 619 (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- 620 (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- 621 (v) Substitution of credit or liquidity providers, or their failure to perform;
- 622 (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of
623 proposed or final determinations of taxability, Notices of Proposed Issue
624 (IRS Form 5701-TEB) or other material notices or determinations with
625 respect to the tax status of the Obligations, or other material events affecting
626 the tax status of the Obligations;
- 627 (vii) Modifications to rights of holders of the Obligations, if material;
- 628 (viii) Obligation calls, if material, and tender offers;
- 629 (ix) Defeasances;

- 630 (x) Release, substitution, or sale of property securing repayment of the
631 Obligations, if material;
632 (xi) Rating changes;
633 (xii) Bankruptcy, insolvency, receivership or similar event of the City;
634 (xiii) The consummation of a merger, consolidation, or acquisition involving the
635 City or the sale of all or substantially all of the assets of the City, other than
636 in the ordinary course of business, the entry into a definitive agreement to
637 undertake such an action or the termination of a definitive agreement
638 relating to any such actions, other than pursuant to its terms, if material;
639 (xiv) Appointment of a successor trustee or change in the name of the trustee, if
640 material;
641 (xv) Incurrence of a Financial Obligation of the Obligated Person, if material, or
642 agreement to covenants, events of default, remedies, priority rights, or other
643 similar terms of a Financial Obligation of the Obligated Person, any of
644 which affect security holders, if material; and
645 (xvi) Default, event of acceleration, termination event, modification of terms, or
646 other similar event under the terms of a Financial Obligation of the
647 Obligated Person, and which reflect financial difficulties.

648 The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a
649 timely manner, of any failure by the City to provide financial information or operating data in
650 accordance with subsection (a) of this PART by the time required by subsection (a).

651 As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar
652 event” means the appointment of a receiver, fiscal agent or similar officer for the City in a
653 proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law
654 in which a court or governmental authority has assumed jurisdiction over substantially all of the
655 assets or business of the City, or if jurisdiction has been assumed by leaving Council and officials
656 or officers of the City in possession but subject to the supervision and orders of a court or
657 governmental authority, or the entry of an order confirming a plan of reorganization, arrangement
658 or liquidation by a court or governmental authority having supervision or jurisdiction over
659 substantially all of the assets or business of the City.

660 As used in clauses (xv) and (xvi) above, the term "Financial Obligation" means: (i) a debt
661 obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a
662 source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii);
663 however, the term Financial Obligation shall not include Municipal Securities as to which a final
664 official statement has been provided to the MSRB consistent with the Rule; the term "Municipal
665 Securities" means securities which are direct obligations of, or obligations guaranteed as to
666 principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality
667 of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or
668 more states and any other Municipal Securities described by Section 3(a)(29) of the Securities
669 Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated
670 Person" means the City.

671
672 (c) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe
673 and perform the covenants named in this PART for only so long as the City remains an “obligated
674 person” with respect to the Obligations within the meaning of the Rule, except that the City will

675 give written notice of any deposit made in accordance with this Ordinance, or applicable law, that
676 causes any Obligation no longer to be outstanding.

677 The provisions of this PART are for the sole benefit of the holders and beneficial owners
678 of the Obligations, and nothing in this PART, express or implied, shall give any benefit or any
679 legal or equitable right, remedy, or claim to any other person. The City undertakes to provide only
680 the financial information, operating data, financial statements, and notices which it has expressly
681 agreed to provide pursuant to this PART and does not undertake to provide any other information
682 that may be relevant or material to a complete presentation of the City's financial results, condition,
683 or prospects or to update any information provided in accordance with this PART or otherwise,
684 except as expressly provided in this Ordinance. The City does not make any representation or
685 warranty concerning the information or its usefulness to a decision to invest in or sell Obligations
686 at any future date.

687 UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER
688 OR BENEFICIAL OWNER OF ANY OBLIGATION OR ANY OTHER PERSON, IN
689 CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM
690 ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS
691 PART, OF ANY COVENANT SPECIFIED IN THIS PART, BUT EVERY RIGHT AND
692 REMEDY OF ANY PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY
693 BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC
694 PERFORMANCE.

695 No default by the City in observing or performing its obligations under this PART shall
696 comprise a breach of or default under this Ordinance for purposes of any other provision of this
697 Ordinance. Nothing in this PART is intended or shall act to disclaim, waive, or otherwise limit
698 the duties of the City under federal and state securities laws.

699 The provisions of this PART may be amended by the City from time to time to adapt to
700 changed circumstances that arise from a change in legal requirements, a change in law, or a change
701 in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this
702 PART, as amended, would have permitted an underwriter to purchase or sell Obligations in the
703 primary offering of the Obligations in compliance with the Rule, taking into account any
704 amendments or interpretations of the Rule since the offering as well as the changed circumstances
705 and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount
706 required by any other provision of this Ordinance that authorizes an amendment) of the outstanding
707 Obligations consent to the amendment or (b) a person that is unaffiliated with the City (such as
708 nationally-recognized bond counsel) determines that the amendment will not materially impair the
709 interest of the holders and beneficial owners of the Obligations. If the City amends the provisions
710 of this PART, it shall include with the next financial information and operating data provided in
711 accordance with subsection (a) of this PART an explanation, in narrative form, of the reason for
712 the amendment and of the impact of any change in the type of financial information or operating
713 data so provided. The City may also amend or repeal the provisions of this continuing disclosure
714 agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final
715 jurisdiction enters judgment that the provisions of the Rule are invalid, but only if and to the extent
716 that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or
717 selling Obligations in the primary offering of the Obligations. Should the Rule be amended to

718 obligate the City to make filings with or provide notices to entities other than the MSRB, the City
719 agrees to undertake such obligation in accordance with the Rule as amended.

720 **PART 15. DTC REGISTRATION.**

721 The Obligations initially shall be issued and delivered in the manner that no physical
722 distribution of the Obligations will be made to the public, and DTC initially will act as depository
723 for the Obligations. DTC has represented that it is a limited purpose trust company incorporated
724 under the laws of the State of New York, a member of the Federal Reserve System, a “clearing
725 corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing
726 agency” registered under Section 17A of the Securities Exchange Act of 1934, as amended, and
727 the City accepts, but in no way verifies, the representations of DTC. The Obligations initially
728 authorized by this Ordinance intended to be held by DTC shall be delivered to and registered in
729 the name of Cede & Co., the nominee of DTC. It is expected that DTC will hold the Obligations
730 on behalf of the Underwriters and their participants. So long as each Obligation is registered in
731 the name of Cede & Co., the Paying Agent/Registrar shall treat and deal with DTC the same in all
732 respects as if it were the actual and beneficial owner. It is expected that DTC will maintain a book-
733 entry system, which will identify ownership of the Obligations in Authorized Denominations, with
734 transfers of ownership being effected on the records of DTC and its participants pursuant to rules
735 and regulations established by them, and that the Obligations initially deposited with DTC shall
736 be immobilized and not be further exchanged for substitute Obligations except as set forth in this
737 Ordinance. The City and the Paying Agent/Registrar are not responsible or liable for any functions
738 of DTC, will not be responsible for paying any fees or charges with respect to its services, will not
739 be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its
740 participants, or protecting any interests or rights of the beneficial owners of the Obligations. It
741 shall be the duty of the DTC Participants, as defined in the Official Statement, to make all
742 arrangements with DTC to establish this book-entry system, the beneficial ownership of the
743 Obligations, and the method of paying the fees and charges of DTC. The City does not represent,
744 nor does it in any way covenant that the initial book-entry system established with DTC will be
745 maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry
746 system with DTC, if for any reason any of the originally delivered Obligations is duly filed with
747 the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this
748 Ordinance, substitute Obligations will be duly delivered as provided in this Ordinance, and there
749 will be no assurance or representation that any book-entry system will be maintained for the
750 Obligations. In connection with the initial establishment of the foregoing book-entry system with
751 DTC, the City has executed a “Blanket Letter of Representations” prepared by DTC in order to
752 implement the book-entry system described above.

753 **PART 16. DEFEASANCE.**

754 (a) *Defeased Obligations.* Any Obligation will be treated as a Defeased Obligation,
755 except to the extent provided in subsection (d) of this PART, when payment of the principal of the
756 Obligation, plus interest to the due date (whether the due date be by reason of maturity or
757 otherwise) either (i) shall have been made or caused to be made in accordance with the terms of
758 this Ordinance, or (ii) shall have been provided for on or before the due date by irrevocably
759 depositing with or making available to the Paying Agent/Registrar or any commercial bank or trust
760 company authorized to serve as escrow agent for the Obligation in accordance with a Future
761 Escrow Agreement for the payment of the Obligation (1) lawful money of the United States of

762 America sufficient to make the payment or (2) Defeasance Securities to mature as to principal and
763 interest in the amounts and at the time as will ensure the availability, without reinvestment, of
764 sufficient money to provide for the payment, and when proper arrangements have been made by
765 the City with the Paying Agent/Registrar for the payment of its services until all Defeased
766 Obligations shall have become due and payable. There shall be delivered to the Paying
767 Agent/Registrar a certificate of a qualified financial professional or a report from a firm of certified
768 public accountants evidencing the sufficiency of the deposit made pursuant to clause (ii) above.
769 At the time an Obligation shall be considered to be a Defeased Obligation, the Obligation and the
770 interest on that Obligation shall no longer be secured by, payable from, or entitled to the benefits
771 of the ad valorem taxes levied and pledged as provided in this Ordinance, and the principal and
772 interest shall be payable solely from the money or Defeasance Securities.

773 (b) *Investment in Defeasance Securities.* Any funds deposited with the Paying
774 Agent/Registrar may at the written direction of the City be invested in Defeasance Securities,
775 maturing in the amounts and times as set forth in this Ordinance, and all income from these
776 Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment
777 of the Obligations and interest, with respect to which money has been deposited, shall be turned
778 over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement
779 pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased
780 Obligations may contain provisions permitting the investment or reinvestment of the moneys in
781 Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of
782 the requirements described in subsections (a) (i) or (ii) of this PART. All income from the
783 Defeasance Securities received by the Paying Agent/Registrar which is not required for the
784 payment of the Defeased Obligations, with respect to which money has been so deposited, shall
785 be remitted to the City or deposited as directed in writing by the City. The Paying Agent/Registrar
786 shall not be liable for any loss pertaining to an investment executed in accordance with written
787 instructions from the City.

788 (c) *Paying Agent/Registrar Services.* Until all Defeased Obligations shall have
789 become due and payable, the Paying Agent/Registrar shall perform the services of Paying
790 Agent/Registrar for the Defeased Obligations as if they had not been defeased, and the City shall
791 make proper arrangements to provide and pay for the services as required by this Ordinance.

792 (d) *Selection of Obligations for Defeasance.* In the event that the City elects to defease
793 less than all of the principal amount of Obligations of a maturity, the Paying Agent/Registrar shall
794 select, or cause to be selected, the amount of Obligations by the random method as it considers
795 fair and appropriate.

796 **PART 17. DEFAULT AND REMEDIES.**

797 (a) *Events of Default.* Each of the following occurrences or events is an Event of
798 Default:

799 (i) the failure to pay the principal of or interest on any Obligation when it
800 becomes due and payable; or

801 (ii) default in the performance or observance of any other covenant, agreement
802 or obligation of the City, the failure to perform which materially, adversely affects the
803 rights of the Registered Owners of the Obligations, including their prospect or ability to be

804 repaid in accordance with this Ordinance, and the continuation for a period of 60 days after
805 notice of the default is given by any Registered Owner to the City.

806 (b) *Remedies for Default.*

807 (i) When any Event of Default occurs, any Registered Owner or the Registered
808 Owner's authorized representative, including a trustee or trustees, may proceed against the
809 City, or any official, officer or employee of the City in their official capacity, for the
810 purpose of protecting and enforcing the rights of the Registered Owners under this
811 Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in
812 any court of competent jurisdiction, for any relief permitted by law, including the specific
813 performance of any covenant or agreement contained in this Ordinance, or to enjoin any
814 act or thing that may be unlawful or in violation of any right of the Registered Owners or
815 any combination of remedies only as authorized by law.

816 (ii) All default proceedings shall be instituted and maintained for the equal
817 benefit of all Registered Owners of outstanding Obligations.

818 (c) *Remedies Not Exclusive.*

819 (i) No remedy in this Ordinance is exclusive of any other available remedy, but
820 each remedy shall be cumulative and shall be in addition to every other remedy given in
821 this Ordinance or under the Obligations; however, there is no right to accelerate the debt
822 evidenced by the Obligations.

823 (ii) The exercise of any remedy in this Ordinance shall not be considered a
824 waiver of any other available remedy.

825 (iii) By accepting the delivery of an Obligation authorized under this Ordinance,
826 the Registered Owner agrees that the certifications required to effect any covenants or
827 representations contained in this Ordinance do not and shall never constitute or give rise to
828 a personal or pecuniary liability or charge against the officers or employees of the City or
829 Council.

830 (iv) None of the members of Council, nor any other official or officer, agent, or
831 employee of the City, shall be charged personally by the Registered Owners with any
832 liability, or be held personally liable to the Registered Owners under any term or provision
833 of this Ordinance, or because of any Event of Default or alleged Event of Default under
834 this Ordinance.

835 **PART 18. OFFICIALS MAY ACT ON BEHALF OF THE CITY.**

836 (a) The Mayor, the Mayor Pro Tem, the City Clerk, the City Manager, any Assistant
837 City Manager, the Chief Financial Officer, or any Deputy Chief Financial Officer, the Director of
838 Financial Services and all other officers, employees, and agents of the City, and each of them, shall
839 be authorized, empowered, and directed to do and perform all acts and things and to execute,
840 acknowledge, and deliver in the name and under the seal and on behalf of the City all instruments
841 as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance,
842 the Obligations, the Official Bid Form or Purchase Agreement, the offering documents prepared

843 in connection with the sale of the Obligations, or the Paying Agent/Registrar Agreement. In case
844 any officer whose signature appears on any Obligation shall stop being the officer before the
845 delivery of the Obligation, the signature shall nevertheless be valid and sufficient for all purposes
846 as if he or she had remained in office until the delivery.

847 (b) The Mayor, the Mayor Pro Tem and any Authorized Representative are each
848 authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance
849 that, in their judgment and in the opinion of Bond Counsel to the City, may be necessary or
850 convenient to carry out or assist in carrying out the purposes of this Ordinance, the Official Bid
851 Form or Purchase Agreement, the Paying Agent/Registrar Agreement, the Preliminary Official
852 Statement and the final Official Statement or as may be required for approval of the Obligations
853 by the Attorney General of Texas.

854 (c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance
855 upon an officer shall extend to an individual who occupies such office in an interim, acting or
856 provisional capacity.

857 **PART 19. RULES OF CONSTRUCTION.**

858 For all purposes of this Ordinance, unless the context requires otherwise, all references to
859 designated PARTS and other subdivisions are to the PARTS and other subdivisions of this
860 Ordinance. Except where the context otherwise requires, terms defined in this Ordinance to impart
861 the singular number shall be considered to include the plural number and vice versa. References
862 to any office, position or title shall include the person holding the office in an interim, acting or
863 permanent capacity. References to any named person shall mean that party and his or her
864 successors and assigns. References to any constitutional, statutory or regulatory provision means
865 the provision as it exists on the date this Ordinance is adopted by the City. Any reference to “Form
866 of Obligation” refers to the form of the Obligations in Exhibit A to this Ordinance. The titles and
867 headings of the PARTS and subsections of this Ordinance have been inserted for convenience of
868 reference only and are not a part of this Ordinance and shall not in any way modify or restrict any
869 of its terms or provisions.

870 **PART 20. CONFLICTING ORDINANCES REPEALED.**

871 All ordinances and resolutions or parts in conflict with this Ordinance are repealed.

872

873 **PART 21. IMMEDIATE EFFECT.**

874 In accordance with the provisions of Section 1201.028, Texas Government Code, this
875 Ordinance is effective immediately upon its adoption by Council.

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

PASSED AND APPROVED AND EFFECTIVE JULY 24, 2025.

Kirk Watson,
Mayor, City of Austin, Texas

ATTEST:

Erika Brady,
City Clerk, City of Austin, Texas

(SEAL)

APPROVED:

Deborah Thomas,
City Attorney, City of Austin, Texas

EXHIBIT A

Form of Obligation

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AUSTIN, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION, SERIES 2025

<u>Maturity Date</u> _____	<u>Interest Rate</u> _____ %	<u>Dated Date</u> October 2, 2025	<u>CUSIP No.</u>
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ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF AUSTIN, TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, hereby promises to pay to

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of:

_____ DOLLARS

and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified above at the rate of interest per annum specified above, with said interest being payable on May 1, 2026, and semiannually on each November 1 and May 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is dated later than May 1, 2026 such interest is payable semiannually on each November 1 and May 1 following such date.

INTEREST ON THIS OBLIGATION shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THE PRINCIPAL OF AND INTEREST ON this Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Obligation at maturity at the designated corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of U.S. Bank Trust Company, National Association, which is the "Paying Agent/Registrar" for this Obligation. The payment of interest on this Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the record date, which is the 15th day of the month next preceding such interest payment date by check, dated as of such interest payment date, regardless of whether such day is a business day, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity of this Obligation prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Obligation for payment at the Designated Payment/Transfer

Office of the Paying Agent/Registrar. The City covenants with the registered owner of this Obligation that no later than each principal payment and/or interest payment date for this Obligation it will make available to the Paying Agent/Registrar from the Interest and Sinking Fund as defined by the ordinance authorizing the Obligations (the “Ordinance”) the amounts required to provide for the payment, in immediately available funds, of all principal of, premium, if any, and interest on the Obligations, when due.

IN THE EVENT OF A NON-PAYMENT of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (“Special Payment Date,” which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of an Obligation appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of, premium, if any, or interest on this Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. Notwithstanding the foregoing, during any period in which ownership of the Obligations is determined only by a book entry at a securities depository for the Obligations, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THIS OBLIGATION is one of a series of Obligations of like tenor and effect except as to number, principal amount, interest rate and maturity, dated as of the Dated Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$[_____] for the purpose of (i) paying all or a portion of the City’s contractual obligations to be incurred in connection with the acquisition, purchase or financing of personal property, and (ii) paying the costs of issuance associated with the sale of the Obligations, as described in the Ordinance, in accordance with the provisions of the Public Property Finance Act, Section 271.001, et seq., Local Government Code.

ALL OBLIGATIONS OF THIS SERIES are issuable solely as fully registered obligations, without interest coupons, in the denomination of any integral multiple of \$5,000 (an “Authorized Denomination”). As provided in the Ordinance, this Obligation may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered obligations, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Obligation to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in

form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Obligation may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Obligation or any portion or portions hereof from time to time by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Obligation or portion thereof. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Obligation or Obligations or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege.

WHENEVER the beneficial ownership of this Obligation is determined by a book entry at a securities depository for the Obligations, the foregoing requirements of holding, delivering or transferring this Obligation shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Obligations is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Obligations.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Obligation, and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of this series of Obligations, and of this Obligation, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been made, which, when collected, shall be appropriated exclusively to the payment of this Obligation and the series of which it is a part; and that the total indebtedness of the City, including the entire series of Obligations of which this is one, does not exceed any constitutional or statutory limitation.

BY BECOMING the registered owner of this Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Obligation and the Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, this Obligation has been duly executed on behalf of the City,
under its official seal, in accordance with law.

Erika Brady,
City Clerk, City of Austin, Texas

Kirk Watson,
Mayor, City of Austin, Texas

(SEAL)

* * * * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Obligation has been issued under the provisions of the proceedings adopted by the City as described in the text of this Obligation; and that this Obligation has been issued in conversion of and exchange for or replacement of an obligation, obligations, or a portion of an obligation or obligations of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

U.S. Bank Trust Company, National Association,
Paying Agent/Registrar

By: _____
Authorized Representative

* * * * *

FORM OF COMPTROLLER'S CERTIFICATE
(ATTACHED TO THE INITIAL OBLIGATION):

OFFICE OF COMPTROLLER :
STATE OF TEXAS : REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Obligation and that this Obligation has been registered this day by me.

WITNESS MY HAND and seal of office at Austin, Texas _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

* * * * *

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

/_____/

(please print or typewrite name and address, including zip code of Transferee)

the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Obligation in every particular, without alteration or enlargement or any change whatsoever.

The Initial Obligation shall be in the form set forth above, except that the form of the single fully registered Initial Obligation shall be modified as follows:

- (i) immediately under the name of the note the headings "Maturity Date", "Interest Rate", "Dated Date" and "CUSIP No." shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

Dated Date: October 2, 2025

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF AUSTIN, TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on each of the dates and in principal installments in accordance with the following schedule:

<u>Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
May 1, 2026		
November 1, 2026		
May 1, 2027		
November 1, 2027		
May 1, 2028		
November 1, 2028		
May 1, 2029		
November 1, 2029		
May 1, 2030		
November 1, 2030		
May 1, 2031		
November 1, 2031		
May 1, 2032		
November 1, 2032		

and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified above at the rate of interest per annum specified above, with said interest being payable on May 1, 2026, and semiannually on each November 1 and May 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is dated later than May 1, 2026, such interest is payable semiannually on each November 1 and May 1 following such date.

SCHEDULE I

DESCRIPTION OF PERSONAL PROPERTY TO BE FINANCED