
NOTE PURCHASE AGREEMENT

dated as of February [], 2025

among

CITY OF AUSTIN, TEXAS

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

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NOTE PURCHASE AGREEMENT

Dated as of February [___], 2025

The City of Austin, Texas

Ladies and Gentlemen:

The undersigned Wells Fargo Bank, National Association (together with its successors and assigns, the “*Bank*”) offers to enter into this Note Purchase Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the “*Agreement*”) with the City of Austin, Texas (the “*City*”), for the purchase by the Bank and sale by the City of the Notes specified below. This offer is made subject to the City’s written acceptance on the Closing Date, and upon such acceptance this Agreement, and subject to the satisfaction of all conditions precedent set forth in Section 6.1 hereof, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Bank.

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Ordinance (as defined herein). In addition to the terms defined elsewhere in this Agreement, the following terms shall have the indicated meanings:

“*1933 Act*” means the Securities Act of 1933, as the same shall from time to time be supplemented or amended.

“*Additional Revenue Bonds*” has the meaning set forth in the Ordinance.

“*Administrative Expenses*” has the meaning set forth in the Ordinance.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Airport*” has the meaning set forth in the Ordinance.

“*Airport Rating*” means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each Rating Agency to the Revenue Bonds.

“*Airport System*” has the meaning set forth in the Ordinance.

“*Applicable Factor*” means 80%.

“*Applicable Margin – (Tax-Exempt)*” means, initially 37 basis points (0.37%), which is subject to maintenance of the current Airport Rating. In the event of a change in the Airport Rating, the Applicable Margin – (Tax-Exempt) shall equal the number of basis points set forth in the Level associated with the lowest Airport Rating as set forth in the schedule below:

	AIRPORT RATING		APPLICABLE MARGIN – (TAX- EXEMPT) (%)
	MOODY’S	S&P	
Level I	A1 or higher	A+ or higher	0.37%
Level II	A2	A	0.52%
Level III	A3	A-	0.67%
Level IV	Baa1	BBB+	0.92%
Level V	Baa2	BBB	1.27%

In the event of a split in the Airport Ratings (*i.e.*, one of the Airport Ratings is at a different Level than one or more of the other Airport Ratings), then the Applicable Margin – (Tax-Exempt) shall be based upon the Level in which the lowest Airport Rating appears. Any change in the Applicable Margin – (Tax-Exempt) resulting from a change in the Airport Rating shall be and become effective as of and on the date of the public announcement of the change in the Airport Rating. References to the Airport Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Airport Rating in connection with the adoption of a “*global*” rating scale, each Airport Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Airport Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the Applicable Margin – (Tax-Exempt) is that specified above for Level I.

“*Applicable Margin – (Taxable)*” means, initially 58 basis points (0.58%), which is subject to maintenance of the current Airport Rating. In the event of a change in the Airport Rating, the Applicable Margin – (Taxable) shall equal the number of basis points set forth in the Level associated with the lowest Airport Rating as set forth in the schedule below:

	AIRPORT RATING		APPLICABLE
			MARGIN –
	MOODY’S	S&P	(TAXABLE) (%)
Level I	A1 or higher	A+ or higher	0.58%
Level II	A2	A	0.73%
Level III	A3	A-	0.88%
Level IV	Baa1	BBB+	1.13%
Level V	Baa2	BBB	1.48%

In the event of a split in the Airport Ratings (*i.e.*, one of the Airport Ratings is at a different Level than one or more of the other Airport Ratings), then the Applicable Margin – (Taxable) shall be based upon the Level in which the lowest Airport Rating appears. Any change in the Applicable Margin – (Taxable) resulting from a change in the Airport Rating shall be and become effective as of and on the date of the public announcement of the change in the Airport Rating. References to the Airport Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Airport Rating in connection with the adoption of a “*global*” rating scale, each Airport Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Airport Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the Applicable Margin – (Taxable) is that specified above for Level I.

“*Authorized Representative*” means, one or more of the following officers and employees of the City, acting in concert or individually, to wit: the City Manager of the City, the Chief Financial Officer of the City, the City Treasurer, any Deputy or Assistant City Manager authorized by the City Manager to execute documents on his or her behalf or any other officers or employee of the City appointed as such by resolution or other appropriate action of the City Council of the City.

“*Available Commitment*” means, on any date, an initial amount equal to \$150,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the principal amount of any Note purchased by the Bank pursuant to the terms hereof; (b) upward in an amount equal to the principal amount of any Note paid by the City pursuant to the terms of Section 2.5 hereof; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect

to any of the foregoing adjustments the Available Commitment shall never exceed \$150,000,000 at any one time.

“*Bank*” has the meaning specified in the introductory paragraph hereof.

“*Bank Agreement*” means any credit agreement, letter of credit, reimbursement agreement, bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) entered into by the City with any Person, directly or indirectly, or otherwise consented to by the City, under which any Person or Persons undertakes to make loans constituting Secured Debt, to extend credit or liquidity to the City in connection with any Secured Debt or to purchase any Secured Debt pursuant to such agreement; provided, however, “*Bank Agreement*” shall not include any bond purchase agreement or similar agreement relating to the purchase of Secured Debt pursuant to which (i) a Person’s or Persons’ purchase obligations under such agreement relate solely to the initial issuance and sale of the Secured Debt by the City that is the subject of such agreement and (ii) such Person or Persons have no greater rights to enforce payment of such Secured Debt than are provided to the owners of other outstanding Secured Debt.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* three percent (3.00%), and (iii) seven percent (7.00%).

“*Benchmark*” means, initially, Daily Simple SOFR or Term SOFR, as applicable; *provided, however*, that if a Benchmark Transition Event has occurred with respect to Term SOFR, Daily Simple SOFR or the then-current Benchmark, then “*Benchmark*” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Agreement.

“*Benchmark Administrator*” means, initially, the SOFR Administrator, or any successor administrator of the then-current Benchmark or any insolvency or resolution official with authority over such administrator.

“*Benchmark Floor*” means zero percent (0%).

“*Benchmark Replacement*” means the sum of: (A) the alternate rate of interest that has been selected by the Bank as the replacement for the then-current Benchmark; and (B) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank, in each case, giving due consideration to (x) any selection or recommendation by the Relevant Governmental Body at such time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (y) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark, the

methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time; provided, however, that if the Benchmark Replacement as determined as provided above would be less than the Benchmark Floor, then Benchmark Replacement shall be deemed to be the Benchmark Floor, subject to any other applicable floor rate provision.

“Benchmark Replacement Conforming Changes” means any technical, administrative or operational changes (including, without limitation, changes to the definition of “U.S. Government Securities Business Day,” the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of a Benchmark Replacement and to permit the administration thereof by the Bank.

“Benchmark Replacement Date” means the date specified by the Bank in a notice to the County following a Benchmark Transition Event.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (A) the Benchmark Administrator has ceased or will cease to provide the Benchmark permanently or indefinitely or (B) the Benchmark is no longer, or as of a specified future date will no longer be, representative of underlying markets.

“Bond Counsel” means the law firm of Bracewell LLP, or any nationally recognized bond counsel selected by the City and acceptable to the Bank.

“Business Day” means any day (i) when banks are not required or authorized by law or executive order to be closed in Austin, Texas, New York, New York or the city in which the office of the Bank at which Requests for Purchase are to be honored is located and (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed.

“Capital Lease” means any lease of property which in accordance with GAAP would be required to be capitalized on the balance sheet of the lessee.

“Capitalized Lease Obligations” means the amount of the liability shown on the balance sheet of any Person in respect of a Capital Lease as determined in accordance with GAAP.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated

by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

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

“*Closing*” has the meaning specified in Section 2.2 hereof.

“*Closing Date*” means February [___], 2025.

“*Code*” means the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable Treasury Regulations from time to time promulgated or proposed thereunder.

“*Commitment*” means the agreement of the Bank pursuant to Section 2.1 hereof to make purchases of Notes under the terms hereof for the account of the City the proceeds of which shall be used for the purposes set forth in the Ordinance.

“*Commitment Expiration Date*” means February [___], 2028, unless extended as provided herein.

“*Commitment Fee*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Fee Rate*” has the meaning set forth in Section 2.6(a) hereof.

“*Conversion Date*” means the date on which a Note is converted to a Tax-Exempt Term Note or Taxable Term Note, as applicable pursuant to Article IV hereof.

“*Custodian Agreement*” means that certain Custodian Agreement dated [February ___, 2025], by and between the Paying Agent/Registrar and the Bank, as the same may be amended, restated, or otherwise modified from time to time.

“*Daily Floating Note*” means a Note bearing interest at the Tax-Exempt Daily SOFR Rate or the Taxable Daily SOFR Rate.

“*Daily Simple SOFR*” means, with respect to any day (a “*SOFR Rate Day*”), a rate per annum equal to SOFR for the day (such day, the “*SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; provided, however, that if Daily Simple SOFR determined as provided above would be less than the Benchmark Floor, then Daily Simple SOFR shall be deemed to be the Benchmark Floor. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR

Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"Default" means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means an interest rate equal to the highest of (i) Prime Rate from time to time in effect plus four percent (4.00%) (ii) the Federal Funds Rate from time to time in effect plus five percent (5.00%) or (iii) ten percent (10.00%).

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Noteholder or any former Noteholder notifies the City that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the City of such notification from such Noteholder or such former Noteholder, the City shall deliver to such Noteholder or such former Noteholder, as applicable, (A) a ruling or determination letter issued to or on behalf of the City by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) or (B) a written opinion of Bond Counsel to the City, to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred;
or

(iv) on the date when the City shall receive notice from a Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on any Tax-Exempt Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from a Noteholder or former Noteholder, the City shall promptly reimburse such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges, such Noteholder (or former Noteholder) shall be obligated to make and has paid as a result of the Determination of Taxability (for the avoidance of doubt, the Noteholder or former Noteholder, respectively, may only receive reimbursement for payments actually made by such Noteholder or former Noteholder and for which such Noteholder or former Noteholder provides documentation demonstrating that such payments were made).

“Dollar” and “\$” mean lawful money of the United States.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“Event of Default” with respect to this Agreement has the meaning set forth in Section 8.1 of this Agreement and, with respect to any Program Document, has the meaning assigned therein.

“Event of Taxability” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with this Agreement or the issuance, sale or delivery of any Tax-Exempt Notes) which has the effect of causing interest paid or payable on any Tax-Exempt Note to become includable, in whole or in part, in the gross income of a Noteholder or any former Noteholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Tax-Exempt Note to become includable, in whole or in part, in the gross income of such Noteholder or such former Noteholder for federal income tax purposes with respect to any Tax-Exempt Note. An Event of Taxability will not occur with respect to any Tax-Exempt Note on account interest on such Tax-Exempt Note being included in gross income of a Noteholder or former Noteholder (i) during any period during which such Noteholder is a “substantial user” of the facilities financed or refinanced with the proceeds of the Tax-Exempt Notes or a “related person” to such a “substantial user,” each within the meaning of

section 147(a) of the Code or (ii) as the result of the alternative minimum tax on individuals or corporations.

“Excess Interest Amount” has the meaning set forth in Section 3.5(b) hereof.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1.00%) charged to the Bank on such day on such transactions as determined by the Bank. If the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“Fiscal Year” has the meaning set forth in the Ordinance.

“Fixed Rate Addendum” means the addendum attached as Appendix A to a Request for Purchase of Fixed Rate Note.

“Fixed Rate Note” means a Note bearing interest at the Taxable Fixed Rate or the Tax-Exempt Fixed Rate, as applicable.

“Floating Rate Note” means a Daily Floating Note or a Monthly Floating Note, as applicable.

“GAAP” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank). For the avoidance of doubt, the Office of the Attorney General of the State of Texas shall constitute a Governmental Authority.

“Gross Revenues” has the meaning set forth in the Ordinance.

“Guarantee” means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such

Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

"Indebtedness" means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by such Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any Lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all Capitalized Lease Obligations of such Person, (v) all obligations, contingent or otherwise, of such Person on or with respect to letters of credit, banker's acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money, (vi) all Guarantees and (vii) obligations of such Person under any Swap Contract.

"Indemnatee" has the meaning set forth in Section 3.2(a) hereof.

"Interest Payment Date" means, (a) as to any Fixed Rate Note or Floating Rate Note, as applicable, the fifteenth (15th) day of each calendar month and on the related Note Maturity Date; and (b) as to any Term Note, the fifteenth (15th) day of each calendar month, and on the Term Note Maturity Date.

"Interest Period" means, with respect to a Monthly Floating Note, the period commencing on the date such Monthly Floating Note is purchased or converted to a Monthly Floating Note and ending on the date one (1) month thereafter (in each case, subject to availability); *provided that:*

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in the succeeding calendar month, in which case such Interest Period shall end on the next preceding Business Day; and

(b) no Interest Period shall extend beyond the earlier to occur of the Note Maturity Date and the Commitment Expiration Date.

"Investment Policy" means the investment policy of the City, as applicable, delivered to the Bank pursuant to Section 6.1 hereof.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Material Adverse Change" means the occurrence of any event or change, which separately or in the aggregate with the occurrence of other events, results or would reasonably be expected to result in a Material Adverse Effect.

“Material Adverse Effect” means any material adverse change in or effect on (i) the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of the Airport, (ii) the ability of the City to consummate the transactions contemplated by this Agreement or any of the Program Documents to which the City is a party, (iii) the ability of the City to perform any of its obligations under any of the Program Documents to which the City is or will be a party or (iv) the legality, validity, binding effect or enforceability against the City of any Program Document to which the City is a party or the rights, security, interests or remedies of the Bank hereunder or under any of the other Program Documents.

“Maximum Maturity Date” has the meaning set forth in the Ordinance.

“Maximum Rate” means the lesser of (a) twelve percent (12%) per annum, and (b) the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers (currently prescribed by Chapter 1204, Texas Government Code).

“Monthly Floating Note” means a Note bearing interest at the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable.

“Moody’s” means Moody’s Investors Service, Inc. and any successor rating agency.

“Net Revenues” has the meaning set forth in the Ordinance.

“Note” or *“Notes”* has the meaning specified in Section 2.1(a) hereof.

“Note Maturity Date” means, for each Note, the maturity date designated in such Note at the time of issuance pursuant to the terms of Section 2.1(c) hereof.

“Note Program” has the meaning set forth in the Ordinance.

“Noteholder” means the Bank and each Bank Transferee or Non-Bank Transferee pursuant to Section 9.2 hereof so long as such Bank Transferee or Non-Bank Transferee is an “Owner” (as such term is defined in the Ordinance) of Notes.

“Obligations” means the obligations of the City under this Agreement to pay and repay all fees, expenses and charges payable or reimbursable hereunder to the Bank (including, without limitation, any amounts to reimburse the Bank for any advances or expenditures by it under this Agreement) and all other payment obligations of the City to the Bank arising under this Agreement or the other Program Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

“Ordinance” means Ordinance No. 2024____-____ adopted by the City Council of the City on **[January 30]**, 2025, authorizing the issuance of Program Notes from time to time pursuant to the Note Program established thereby.

“Outstanding” has the meaning set forth in the Ordinance.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“Paying Agent/Registrar” means the entity chosen by the City as paying agent/registrar under the Paying Agent/Registrar Agreement and its successors and assigns, under the terms of the Ordinance.

“Paying Agent/Registrar Agreement” means that certain Paying Agent/Registrar Agreement dated as of February 1, 2025, between the City and the Paying Agent/Registrar, as the same may be amended, modified or supplemented from time to time in accordance with its terms.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“Prime Rate” means at any time the rate of interest most recently announced within the Bank at its principal office as its prime rate, with the understanding that the Prime Rate is one of the Bank’s base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate; provided, however, that if the Prime Rate determined as provided above would be less than zero percent (0%), then the Prime Rate shall be deemed to be zero percent (0%).

“Program Documents” means this Agreement, the Ordinance, the Paying Agent/Registrar Agreement, the Custodian Agreement, the Notes and any Tax Certificate (with respect to the Tax-Exempt Notes and any Tax-Exempt Term Note) and any exhibits, schedules or attachments thereto, as the same may be amended, modified or supplemented in accordance with their terms and the terms hereof.

“Program Note Payment Fund” has the meaning set forth in the Ordinance.

“Program Note Project Fund” has the meaning set forth in the Ordinance.

“Program Notes” has the meaning set forth in the Ordinance.

“Purchase” means each purchase of a Note described in Section 2.3 hereof.

“Purchase Date” means each date on which a Purchase occurs.

“Rate Reset Date” means (a) with respect to a Daily Floating Note, each Business Day and (b) with respect to a Monthly Floating Note, the Business Day on which each related Interest Period commences.

“*Rating Agency*” means, individually or collectively, as applicable, Moody’s and S&P.

“*Rating Documentation*” has the meaning set forth in Section 6.1 hereof.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Relevant Governmental Body*” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“*Request for Non-Cash Exchange*” means the request for a purchase of a Note by the Bank in exchange for an Outstanding Note pursuant to Section 2.5(e) hereof, in the form of Exhibit A-3 hereto.

“*Request for Purchase*” means a Request for Purchase of Fixed Rate Note or a Request for Purchase of Floating Rate Note, as applicable.

“*Request for Purchase of Fixed Rate Note*” means the request for a purchase of Fixed Rate Note by the Bank, in the form of Exhibit A-2 hereto.

“*Request for Purchase of Floating Rate Note*” means the request for a purchase of Floating Rate Note by the Bank, in the form of Exhibit A-1 hereto.

“*Revenue Bonds*” has the meaning set forth in the Ordinance.

“*S&P*” means S&P Global Ratings, and any successor rating agency.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC).

“*Secured Debt*” means any Indebtedness of the City secured by or payable from Net Revenues.

“*Security*” means, subject to the provisions of the Ordinance and the Revenue Bond Ordinances permitting the application of for the purposes and on the terms and conditions set forth in the Ordinance and the Revenue Bond Ordinances, (a) the proceeds from (i) the sale or exchange of other Notes issued for the purpose of refunding, refinancing, renewing, replacing, or redeeming Notes, and (ii) the sale of one or more series of Additional Revenue Bonds, Subordinate Obligations or other obligations issued by the City for the purpose of refunding, refinancing, renewing, or redeeming Notes, (b) the amounts held in the Program Note Payment Fund, and (c) ratably with other Subordinate Obligations outstanding from time to time, a lien on the Net Revenues that is junior and subordinate to the liens on Net Revenues securing payment of the

Revenue Bonds and Administrative Expenses, all as provided in the Ordinance and the Revenue Bond Ordinances.

“*SOFR*” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Swap Rate*” means, for any Purchase Date with respect to a Fixed Rate Note, the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearing house) as fixed rate payors under a swap that matches the terms of the financing in return for receiving SOFR.

“*State*” means the State of Texas.

“*Subordinate Obligations*” has the meaning set forth in the Ordinance.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions (but excluding any forward delivery or forward bond purchase agreements), interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Tax Certificate*” means any Federal Tax Certificate delivered and executed by the City relating to any Tax-Exempt Notes sold and delivered hereunder.

“*Tax-Exempt Bank Rate*” means, for each day of determination, a fluctuating rate per annum, with respect to any Tax-Exempt Term Note, equal to (i) for the period from and including the date such Tax-Exempt Term Note is made to but not including the date which is one hundred

eighty (180) calendar days immediately following the date such Tax-Exempt Term Note is made, the Base Rate from time to time in effect, and (ii) from and after the date which is one hundred eighty (180) calendar days immediately following the date such Tax-Exempt Term Note is made and thereafter, the Base Rate from time to time in effect plus one percent (1.00%); *provided* that from and after the occurrence of an Event of Default, the “*Tax-Exempt Bank Rate*” shall mean the Default Rate.

“*Tax-Exempt Daily SOFR Rate*” means a floating rate per annum equal to the sum of (a) the product of (i) Daily Simple SOFR, and (ii) the Applicable Factor, plus (b) the Applicable Margin – (Tax-Exempt); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Daily SOFR Rate*” shall mean the Default Rate.

“*Tax-Exempt Fixed Rate*” means a per annum rate of interest established on each Purchase Date with respect to a Fixed Rate Note to be issued on a tax-exempt basis equal to the sum of (A) the SOFR Swap Rate and (B) the Applicable Margin – (Tax-Exempt).

“*Tax-Exempt Note*” means a Note bearing interest at the Tax-Exempt Daily SOFR Rate, the Tax-Exempt Term SOFR Rate or the Tax-Exempt Fixed Rate, as applicable.

“*Tax-Exempt Term SOFR Rate*” means an annualized fixed rate, for the applicable Interest Period, that is equal to the sum of (a) the product of (i) Term SOFR, for the applicable Interest Period, and (ii) the Applicable Factor, plus (b) the Applicable Margin – (Tax-Exempt); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Tax-Exempt Term SOFR Rate*” shall mean the Default Rate.

“*Tax-Exempt Term Note*” means a Tax-Exempt Note that is converted to a Tax-Exempt Term Note pursuant to the terms of Section 4.1 hereof.

“*Taxable Bank Rate*” means, for each day of determination, a fluctuating rate per annum, with respect to any Taxable Term Note, equal to (i) for the period from and including the date such Taxable Term Note is made to but not including the date which is one hundred eighty (180) calendar days immediately following the date such Taxable Term Note is made, the Base Rate from time to time in effect, and (ii) from and after the date which is one hundred eighty (180) calendar days immediately following the date such Taxable Term Note is made and thereafter, the Base Rate from time to time in effect plus one percent (1.00%); *provided* that from and after the occurrence of an Event of Default, “*Taxable Bank Rate*” shall mean the Default Rate.

“*Taxable Daily SOFR Rate*” means a floating rate per annum equal to the sum of (a) Daily Simple SOFR and (b) the Applicable Margin – (Taxable); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Taxable Daily SOFR Rate*” shall mean the Default Rate.

“*Taxable Date*” means the date on which interest on any Tax-Exempt Note is first includable in gross income for federal income tax purposes of any Noteholder thereof (including the Bank) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Fixed Rate*” means a per annum rate of interest established on each Purchase Date with respect to a Fixed Rate Note to be issued on a taxable basis equal to the sum of (i) the SOFR Swap Rate and (ii) the Applicable Margin – (Taxable).

“*Taxable Note*” means a Note bearing interest at the Taxable Daily SOFR Rate, the Taxable Term SOFR Rate or the Taxable Fixed Rate, as applicable.

“*Taxable Rate*” means the Taxable Term SOFR Rate, the Taxable Daily SOFR Rate or the Taxable Fixed Rate, as applicable.

“*Taxable Term Note*” means a Taxable Note that is converted to a Taxable Term Note pursuant to the terms of Section 4.1 hereof.

“*Taxable Term SOFR Rate*” means an annualized fixed rate, for the applicable Interest Period, that is equal to the sum of (a) Term SOFR for the applicable Interest Period and (b) the Applicable Margin – (Taxable); *provided, however*, that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, “*Taxable Term SOFR Rate*” shall mean the Default Rate.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.10 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof, and (iii) the date the Commitment terminates by its terms in accordance with Section 8.2 hereof.

“*Term Note*” means both a Taxable Term Note and a Tax-Exempt Term Note.

“*Term Note Maturity Date*” means the date that is the first (1st) anniversary of the Conversion Date.

“*Term SOFR*” means, for any calculation, the Term SOFR Reference Rate for a one (1) month period (such day, the “*Term SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (Eastern time) on any Term SOFR Determination Day the Term SOFR Reference Rate for a one (1) month period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for the one (1) month period as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for a one (1) month period was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3)

U.S. Government Securities Business Days prior to such Term SOFR Determination Day; *provided, further*, that if Term SOFR determined as provided above (including pursuant to the proviso in this definition above) shall ever be less than the Benchmark Floor, then Term SOFR shall be deemed to be the Benchmark Floor.

“*Term SOFR Administrator*” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

“*Term SOFR Reference Rate*” means the forward-looking term rate based on SOFR.

“*U.S. Government Securities Business Day*” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.2. Other Interpretive Provisions. With reference to this Agreement, unless otherwise specified herein:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “*include*,” “*includes*” and “*including*” shall be deemed to be followed by the phrase “without limitation.” The word “*will*” shall be construed to have the same meaning and effect as the word “*shall*.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Program Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “*hereto*,” “*herein*,” “*hereof*” and “*hereunder*,” and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (iv) all references in this Agreement to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to this Agreement in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “*asset*” and “*property*” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “*from*” means “*from and including*,” the words “*to*” and “*until*” each mean “*to but excluding*,” and the word “*through*” means “*to and including*.”

(c) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 1.3. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements of the City, *except* as otherwise specifically prescribed herein.

Section 1.4. Rounding. Any financial ratios required to be maintained by the City pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

Section 1.6. Interest. The outstanding principal balance of the applicable Notes shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at (i) a fluctuating rate per annum determined by the Bank to be any of the Tax-Exempt Term SOFR Rate, Tax-Exempt Daily SOFR Rate, Taxable Term SOFR Rate, or Taxable Daily SOFR Rate, or (ii) a fixed rate per annum determined by the Bank to be either the Tax-Exempt Fixed Rate or the Taxable Fixed Rate, in each case, as selected by the City in accordance with the terms hereof. The Bank is hereby authorized to note the date, principal amount and interest rate applicable to the Notes and any payments made thereon on the Bank's books and records (either manually or by electronic entry) and/or on any schedule attached to the applicable Note. The Bank shall be permitted to estimate the amount of accrued interest that is payable at any time hereunder on the applicable invoice provided by the Bank to City in respect thereof, in which case City shall pay such estimated amount and the Bank shall to the extent necessary, include on the next invoice an adjustment to correct any difference between the amount on the applicable invoice and the amount of interest that actually accrued pursuant to the terms of the Notes.

ARTICLE II

SALE AND PURCHASE; CLOSING

Section 2.1. Purchase and Sale of Notes. (a) From the Closing Date through the Termination Date, and upon and subject to the terms and conditions and on the basis of the representations, warranties and agreements contained herein, the Bank hereby agrees, when requested by the City pursuant to this Agreement, to purchase from the City from time to time (but in no event more than three (3) purchases per calendar month) in an aggregate principal amount at any one time Outstanding not to exceed \$150,000,000, and the City hereby agrees to sell and deliver to the Bank from time to time the Program Notes, as either Tax-Exempt Notes or Taxable Notes, in the form attached as Exhibit A to the Ordinance (together, the "Notes"), upon issuance

thereof under the terms and conditions of the Ordinance, in one or more installments on each Purchase Date. The Notes are authorized pursuant to the provisions of the Ordinance, and are to be issued only for the purposes authorized under the Ordinance. The Notes are issued pursuant to the Ordinance, and the principal of and interest on the Notes are payable from and secured by a pledge of and lien on the Security as provided in the Ordinance.

(b) Pursuant to and subject to the terms of this Agreement, each Note shall be sold to the Bank at a purchase price equal to the principal amount of each Note and no accrued interest, and the Bank shall pay such purchase price to the City upon delivery of such Note to the Bank on the related Purchase Date.

(c) Each Note shall (i) be dated the date such Note is delivered to the Bank, (ii) be secured by the Security in the manner described in Section 2.1(a) hereof, (iii) mature not later than a Business Day that is the earliest of (A) the three hundred sixty-fourth (364th) day following the related Purchase Date, (B) the Commitment Expiration Date and (C) the Maximum Maturity Date, and (iv) be in a minimum principal amount of \$500,000 or an integral multiple of \$5,000 in excess thereof. Interest on Tax-Exempt Notes and Taxable Notes shall be calculated on the basis of a year of 360 days and actual days elapsed from the Purchase Date.

Section 2.2. Closing. At such date and time as shall have been mutually agreed upon by the City and the Bank, the certificates, opinions and other documents required by Section 6.1 below shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the “Closing”). Assuming the Closing is completed in accordance with the provisions of this Agreement then, subject to the provisions of this Agreement and the conditions set forth in Section 6.2 hereof, the Bank shall purchase each Note and pay the purchase price therefor specified in Section 2.1(b) hereof (and the City shall issue and deliver such Note) at each Purchase.

Section 2.3. Method of Purchase. (a) Each purchase of a Note shall be made upon the City’s irrevocable notice to the Bank and the Paying Agent/Registrar in the form of a Request for Purchase with blanks appropriately completed. Each Request for Purchase shall be signed by an Authorized Representative and shall specify: (1) the Purchase Date which shall be a Business Day and shall be at least three (3) Business Days after the date of the Request for Purchase in the case of a Floating Rate Note and at least five (5) Business Days after the date of the Request for Purchase in the case of a Fixed Rate Note; (2) the principal amount of the Note to be purchased, which shall not exceed the Available Commitment as of the proposed Purchase Date; (3) whether the requested Note shall be a Fixed Rate Note (and whether such rate shall be the Tax-Exempt Fixed Rate or the Taxable Fixed Rate) or a Floating Rate Note (and whether such rate shall be the Taxable Daily SOFR Rate, the Tax-Exempt Daily SOFR Rate, the Taxable Term SOFR Rate or the Tax-Exempt Term SOFR Rate, as applicable); and (4) the Note Maturity Date. Each Request for Purchase must be received by the Bank not later (x) than 10:00 a.m. three (3) Business Days immediately prior to the requested Purchase Date in the case of a Floating Rate Note and (y) than 10:00 a.m. five (5) Business Days immediately prior to the requested Purchase Date in the case of a Fixed Rate Note.

(b) Upon receipt of a Request for Purchase for a Fixed Rate Note by the Bank, the Bank, subject to the terms and conditions of this Agreement, shall be required to make a purchase of a Fixed Rate Note by 3:00 p.m. on the proposed Purchase Date for the account of the City in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase for a Fixed Rate Note (including the related Fixed Rate Addendum) is received by the Bank after 10:00 a.m. on the Business Day which is five (5) Business Days immediately prior to the day of the proposed Purchase, the Bank shall be required to make the related Purchase for a Fixed Rate Note by 3:00 p.m. on the sixth (6th) Business Day after receipt of the related Request for Purchase.

(c) Upon receipt of a Request for Purchase for a Floating Rate Note by the Bank, the Bank, subject to the terms and conditions of this Agreement, shall be required to make a purchase for a Floating Rate Note by 3:00 p.m. on the proposed Purchase Date for the account of the City in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase for a Floating Rate Note is received by the Bank after 10:00 a.m. on the Business Day which is three (3) Business Days immediately prior to the day of the proposed Purchase, the Bank shall be required to make the related Purchase for a Floating Rate Note by 3:00 p.m. on the fourth (4th) Business Day immediately following receipt of the related Request for Purchase.

(d) A Monthly Floating Note may be converted in whole to a Daily Floating Note on the last day of the then current Interest Period and a Daily Floating Note may be converted in whole to a Monthly Floating Note on any Business Day, in all cases, upon the City's irrevocable notice to the Bank in the form of Exhibit B hereto with blanks appropriately completed (each, a "*Notice of Conversion*"). Each Notice of Conversion must be received by the Bank not later than 10:00 a.m. (i) one (1) Business Day prior to the date of a proposed conversion of a Monthly Floating Note to a Daily Floating Note, or (ii) three (3) Business Days prior to the proposed conversion date in the case of a conversion of a Daily Floating Note to a Monthly Floating Note. Upon the Bank's timely receipt of a duly completed and executed Notice of Conversion, the Monthly Floating Note or Daily Floating Note, as applicable, described therein shall be converted to a Daily Floating Note or a Monthly Floating Note, respectively. A Monthly Floating Note may only be converted to a Daily Floating Note on the last day of an Interest Period. Unless otherwise directed by the City in writing pursuant to a Notice of Conversion as provided herein, any Daily Floating Note shall continue as a Daily Floating Note and any Monthly Floating Note shall continue as a Monthly Floating Note until the related Note Maturity Date or prepayment date, as applicable. A Fixed Rate Note shall continue as a Fixed Rate Note until the related Note Maturity Date or prepayment date, as applicable.

(e) If, after examination, the Bank shall have determined that a Request for Purchase, or Notice of Conversion does not conform to the terms and conditions hereof, then the Bank shall use its best efforts to give notice to the City and the Paying Agent/Registrar to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The City may attempt to correct any such nonconforming Request for Purchase or Notice of Conversion, if, and to the extent that, the City is entitled (without regard to the provisions of this sentence) and able to do so. The Bank shall promptly notify the City and the Paying Agent/Registrar of the interest rate applicable to any Interest Period for Monthly Floating Notes

upon determination of such interest rate. During the existence of a Default or an Event of Default, no Floating Rate Notes may be converted to Monthly Floating Notes or Daily Floating Notes, as applicable, without the prior written consent of the Bank in its sole discretion.

Section 2.4. Interest Rate. (a) Each Note shall bear interest at a rate per annum equal to the lesser of (1) the Maximum Rate, (2) if a Floating Rate Note, the Tax-Exempt Daily SOFR Rate, the Taxable Daily SOFR Rate, the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate, as applicable, or (3) if a Fixed Rate Note, the Tax-Exempt Fixed Rate or the Taxable Fixed Rate. The Bank shall determine the Tax-Exempt Term SOFR Rate, the Taxable Term SOFR Rate, the Tax-Exempt Daily SOFR Rate and the Taxable Daily SOFR Rate, as applicable, on each Rate Reset Date, and the Bank shall determine and provide the City with the Tax-Exempt Fixed Rate and Taxable Fixed Rate, as applicable, pursuant to a Fixed Rate Addendum, and such rate shall commence on and include the related Purchase Date to and including the related Note Maturity Date, subject to prior prepayment or conversion, as applicable, as provided herein. Each of the Tax-Exempt Daily SOFR Rate, the Taxable Daily SOFR Rate, the Tax-Exempt Term SOFR Rate and the Taxable Term SOFR Rate shall be rounded to the fifth decimal place.

(b) Any principal of, and to the extent permitted by State law, any interest on the Notes and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on demand, at a rate per annum equal to the lesser of (i) the Default Rate and (ii) subject to Section 3.5 hereof, the Maximum Rate.

(c) The Bank shall promptly notify the City and the Paying Agent/Registrar of the interest rate applicable to any Interest Period for Monthly Floating Notes upon determination of such interest rate; *provided, however*, that the failure by the Bank to provide notice of the applicable interest rate shall not relieve the City of its obligation to make payment of amounts as and when due hereunder. Each determination by the Bank of an interest rate shall be conclusive and binding for all purposes, absent manifest error. The Bank shall notify the City and the Paying Agent/Registrar in writing not less than five (5) calendar days following the end of each calendar month of any interest due in advance of the next succeeding Interest Payment Date.

(d) From and after the Taxable Date, each Tax-Exempt Note shall bear interest at the applicable Taxable Rate.

Section 2.5. Payment. (a) Accrued but unpaid interest on each Note shall be due and payable on the applicable Interest Payment Date. All outstanding principal of a Note shall be due and payable on the related Note Maturity Date. Interest due and payable on a Note shall be equal to the amount accrued to, but excluding the related payment date. If the payment date for the interest on a Note is a day other than a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended period of time shall be included in the computation of interest; *provided, however*, the payment of interest on a Note on such extended date shall have the same force and effect as if made on the original payment date.

(b) Subject to Section 2.9(a) hereof, the City may prepay or redeem any Monthly Floating Note, in whole or in part, on the last day of each Interest Period provided at least three

(3) Business Days' prior written notice is given by the City to the Bank and the Paying Agent/Registrar. Each such notice shall specify the date and amount of such prepayment and the Monthly Floating Notes to be prepaid. Any prepayment of a Monthly Floating Note shall be in a principal amount of \$1,000,000 or a whole multiple of \$5,000 in excess thereof or, if less, the entire principal amount of the particular Monthly Floating Note then outstanding. All prepayments of principal shall include accrued interest to the date of prepayment. Failure by the City to prepay any Monthly Floating Note on the prepayment date specified by the City shall not constitute a Default or an Event of Default hereunder.

(c) The City may prepay or redeem any Daily Floating Note, in whole or in part, on any Business Day, without premium or fee, provided at least three (3) Business Days' prior written notice is given by the City to the Bank and the Paying Agent/Registrar. Each such notice shall specify the date and amount of such prepayment and the Daily Floating Notes to be prepaid. Any prepayment of a Daily Floating Note shall be in a principal amount of \$1,000,000 or a whole multiple of \$5,000 in excess thereof or, if less, the entire principal amount of the particular Daily Floating Note then outstanding. All prepayments of principal shall include accrued interest to the date of prepayment. Failure by the City to prepay any Daily Floating Note on the prepayment date specified by the City shall not constitute a Default or an Event of Default hereunder.

(d) The City may prepay or redeem any Fixed Rate Note, in whole but not in part, on any Business Day provided at least five (5) Business Days' prior written notice is given by the City to the Bank and the Paying Agent/Registrar and upon payment to the Bank the applicable Breakage Fee, if any, as provided in Section 2.9(b) hereof. Each such notice shall specify the date and amount of such prepayment and the Fixed Rate Notes to be prepaid. All prepayments of principal shall include accrued interest to the date of prepayment. Failure by the City to prepay any Fixed Rate Note on the prepayment date specified by the City shall not constitute a Default or an Event of Default hereunder.

(e) Notwithstanding anything herein to the contrary, prior to the Commitment Expiration Date, the City may request in writing to the Bank by completing a Request for Non-Cash Exchange, no later than three (3) Business Days prior to the Note Maturity Date of any Note, that such Note be replaced with a new Note with the same principal amount but with a later Note Maturity Date, in a non-cash transaction. If such request is timely made, the Bank shall purchase such new Note by exchanging the maturing Note for the new Note.

Section 2.6. Fees.

(a) *Commitment Fees.* The City agrees to pay to the Bank a nonrefundable annual fee (the "*Commitment Fee*") initially at a rate of 20 basis points (0.20%) per annum multiplied by the daily actual Available Commitment, which is subject to the maintenance of the current Airport Rating and subject to adjustment based on the number of basis points set forth in the Level associated with the lowest Airport Rating as set forth in the schedule (the "*Commitment Fee Rate*") below multiplied by the daily Available Commitment:

AIRPORT RATING			COMMITMENT FEE RATE IF TOTAL OUTSTANDINGS ARE LESS THAN OR EQUAL TO 66% OF THE COMMITMENT	COMMITMENT FEE RATE IF TOTAL OUTSTANDINGS ARE GREATER THAN 66% OF THE COMMITMENT
LEVEL	MOODY'S	S&P		
Level I	A1 or higher	A+ or higher	20 bps (0.20%)	0 bps (0.00%)
Level I	A2	A	25 bps (0.25%)	0 bps (0.00%)
Level II	A3	A-	30 bps (0.30%)	0 bps (0.00%)
Level III	Baa1	BBB+	45 bps (0.45%)	0 bps (0.00%)
Level IV	Baa2	BBB	70 bps (0.70%)	0 bps (0.00%)

In the event of a split in the Airport Ratings (*i.e.*, one of the Airport Ratings is at a different Level than one or more of the other Airport Ratings), then the Commitment Fee Rate shall be based upon the Level in which the lowest Airport Rating appears. Any change in the Commitment Fee resulting from a change in the Airport Rating shall be and become effective as of and on the date of the public announcement of the change in the Airport Rating. The Commitment Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December of each calendar year (beginning on the first such date to occur after the Closing Date) and on the Commitment Expiration Date, or such earlier date on which the Commitment may be terminated in accordance with the terms of this Agreement. The Commitment Fee shall be computed on the basis of a 360-day year and the actual number of days elapsed and shall be payable in immediately available funds. References to the Airport Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Airport Rating in connection with the adoption of a “*global*” rating scale, each Airport Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Airport Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case the Commitment Fee Rate shall increase to the Default Rate, without prior notice to the City. The City acknowledges that as of the Closing Date the Commitment Fee Rate is that specified above for Level I. As reflected in the table above in this Section 2.6(a), the Commitment Fee Rate shall be reduced to zero during any such time that the following ratio is greater than sixty-six percent (66%): (i) the aggregate principal amount of Outstanding Notes, divided by (ii) the sum of the aggregate principal amount of Outstanding Notes and the Available Commitment then in effect. For the avoidance of doubt, the City shall have no obligation to pay the Commitment Fee for any period from and after the Bank’s termination of the Available Commitment or the Commitment pursuant to Section 8.2(a) hereof.

(b) *Amendment, Consent or Waiver Fee.* Upon each amendment hereof, consent or waiver hereunder or under any Program Document, the City shall pay or cause to be paid attorneys' fees and expenses, if any, incurred by the Bank in processing such amendment, consent or waiver and a fee in an amount of \$2,500 (or such other amount that is satisfactory to the Bank and the City).

(c) *Costs, Expenses and Taxes.* The City will promptly pay on demand (i) the reasonable fees, costs and expenses of the Bank incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Notes and the other Program Documents, (ii) the reasonable fees and disbursements of Chapman and Cutler LLP, special counsel to the Bank, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents, (iii) the reasonable fees and disbursements of counsel or other reasonably required consultants to the Bank with respect to advising the Bank as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default or alleged Default hereunder, or an Event of Default, (iv) all costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Bank or other reasonably required consultants and (v) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Program Document, together with interest at the Default Rate. In addition, the City shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents (other than taxes based on the net income of the Bank) and, to the extent permitted by State law, agrees to indemnify and hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however*, that the City may reasonably contest any such taxes or fees with the prior written consent of the Bank, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the City agrees to pay, after the occurrence of a Default or an Event of Default, all costs and expenses (including reasonable attorneys' fees and costs of settlement) incurred by the Bank in enforcing any obligations or in collecting any payments due from the City hereunder by reason of such Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(d) *Default Rate.* If the City shall fail to pay any amount payable under this Section 2.6 or this Agreement as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the City under this Section 2.6 shall survive the termination of this Agreement.

Section 2.7. Reduction and Termination. (a) Subject to the provisions of Section 2.7(c) hereof, the Available Commitment shall be reduced from time to time as requested by the City within ten (10) days of the City's written notice to the Bank requesting such reduction in the form

of Exhibit E hereto; *provided*, that (i) each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof, and (ii) any reduction in the Available Commitment shall not be effective until the Bank delivers to the City and the Paying Agent/Registrar a notice in the form attached hereto as Exhibit F reflecting such reduction.

(b) Subject to the provisions of Section 2.7(d) hereof, the City may at any time and at its sole option terminate the Commitment upon ten (10) Business Days' prior written notice to the Bank in the form of Exhibit E hereto. As a condition to any such termination, the City shall pay or cause to be paid all Obligations due and owing to the Bank at such time (for the avoidance of doubt, any outstanding Note at such time may remain outstanding until the applicable Note Maturity Date).

(c) Except as provided in Section 2.7(e) hereof, the City shall pay or cause to be paid to the Bank a nonrefundable reduction fee in connection with each and every permanent reduction of the Available Commitment that is effected at the request of the City pursuant to Section 2.7(a) prior to the first anniversary of the date hereof in an amount equal to the product of (i) the Commitment Fee in effect on the date of such permanent reduction, (ii) the difference between the Commitment prior to such permanent reduction and the Commitment after such permanent reduction and (iii) a fraction, the numerator of which is equal to the number of days from and including the date of such permanent reduction to and including the first anniversary of the date hereof and the denominator of which is 360 (the "*Reduction Fee*"), payable on the date the Commitment is permanently reduced. After the first anniversary of the date hereof, no Reduction Fee shall be owing or payable to the Bank.

(d) Except as provided in Section 2.7(e) hereof, the City shall pay to the Bank a termination fee in connection with the termination of the Available Commitment that is effected at the request of the City pursuant to Section 2.7(b) prior to the first anniversary of the date hereof, in an amount equal to the product of (i) the Commitment Fee in effect on the date of termination, (ii) the Commitment in effect on the date of termination, and (iii) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the first anniversary of the date hereof, and the denominator of which is 360 (the "*Termination Fee*"). After the first anniversary of the date hereof, no Termination Fee shall be owing or payable to the Bank.

(e) Notwithstanding anything in this Agreement to the contrary, the City shall have the right to permanently reduce and to terminate the Available Commitment prior to the first anniversary of the date of this Agreement without payment of the Reduction Fee or the Termination Fee, as applicable, in the event: (i) the Bank imposes increased costs pursuant to Section 3.3 hereof, (ii) the City incurs any other fee, expense or other Obligation under this Agreement or any other Program Document due to the Bank's breach of, or noncompliance with, Section 9.14 hereof, (iii) the Bank withdraws or rescinds the Standing Letter (as defined in Section 9.14 hereof), or any successor letter on file with the Public Finance Division of the Attorney General of Texas or otherwise gives written notice to the City that the Standing Letter (or any successor letter) is no longer effective, or (iv) the Attorney General of Texas, in writing to the City or the Bank or through an All Bond Counsel Letter or other similar letter from the Public Finance

Division of the Attorney General of Texas to the Texas public finance community, rejects or otherwise refuses to rely on the Standing Letter (or any successor letter).

Section 2.8. Taxability. (a) City shall pay to the Bank immediately upon demand, in addition to any other amounts due or to become due hereunder, any and all (i) withholdings, interest equalization taxes, stamp taxes or other taxes (except income and franchise taxes) imposed by any domestic or foreign governmental authority and related in any manner to SOFR or Daily Simple SOFR, and (ii) costs, expenses and liabilities arising from or in connection with assessment rates imposed by the Federal Deposit Insurance Corporation, or similar requirements or costs imposed by any domestic or foreign governmental authority or resulting from compliance by the Bank with any request or directive (whether or not having the force of law) from any central bank or other governmental authority and related in any manner to SOFR or Daily Simple SOFR. In determining which of the foregoing are attributable to any SOFR or Daily Simple SOFR option available to City hereunder, any reasonable allocation made by the Bank among its operations shall be conclusive and binding upon City absent manifest error.

(b) The obligations of the City under this Section 2.8 shall survive the termination of the Commitment and this Agreement.

Section 2.9. Funding Indemnity. (a) In the event a Monthly Floating Note is prepaid on a day other than the last day of an Interest Period for such Monthly Floating Note (whether voluntary, mandatory or otherwise), to the extent permitted by State law, the City shall pay to the Bank a prepayment premium or fee that is equal to the amount by which:

(i) the additional interest that would have been payable on the amount prepaid had it not been paid until the last day of the Interest Period that *exceeds*

(ii) the interest that would have been recoverable by the Bank by investing the amount prepaid at Term SOFR for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period. If Term SOFR is not available for that period, the rate for that period shall be determined using a straight-line interpolation between Term SOFR for the closest available periods.

Such prepayment premium or fee shall be determined and calculated by the Bank. A certificate of the Bank setting forth the amount of such prepayment premium or fee and delivered to the City shall be conclusive absent manifest error. The City shall pay the Bank the amount shown as due on any such certificate within ten (10) days after receipt thereof. For the avoidance of doubt, the City shall have no obligation to pay any premium or fee in connection with the prepayment of a Monthly Floating Note that occurs on the last day of an Interest Period as permitted by Section 2.5(b) hereof.

(b) To the extent permitted by applicable law, in the event the Bank shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Bank to purchase or hold Fixed Rate Notes or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of (i) failure by the City to satisfy

the conditions of Section 6.1 hereof in connection with the purchase of a Fixed Rate Note on a proposed Purchase Date as established in a Request for Purchase of Fixed Rate Note, or (ii) any prepayment of any Fixed Rate Note on a date other than the related Note Maturity Date as permitted by Section 2.5(d) hereof, then upon the demand of the Bank, the City shall pay to the Bank the Breakage Fee, if any, as set forth in the related Fixed Rate Addendum. If the Bank requests such prepayment premium, it shall provide to the City a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such prepayment premium in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 2.10. Extension of Commitment Expiration Date. The City may request an extension of the Commitment Expiration Date in writing in the form of Exhibit C hereto not more than one hundred twenty (120) days prior to the then current Commitment Expiration Date and not less than ninety (90) days prior to the then current Commitment Expiration Date. The Bank will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Bank's judgment, to permit the Bank to make an informed credit decision. If the Bank fails to definitively respond to such request within such thirty (30) day period, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Bank shall have consented thereto in writing in the form of Exhibit G hereto or otherwise. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Bank (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Bank with respect to the tax-exempt status of any outstanding Tax-Exempt Notes).

Section 2.11. Security of Obligations.

(a) *Pledge.* The Ordinance creates a valid pledge of the Security for the payment of the Notes and the other Obligations as the same shall become due and payable, subject to the terms of the Ordinance and the Revenue Bond Ordinances.

(b) *Acknowledgement.* The Bank acknowledges that the Notes and the other Obligations are Subordinate Obligations.

Section 2.12. Indicative Rates. At any time prior to the submission of a Request for Purchase of a Fixed Rate Note by the City and prior to the Commitment Expiration Date, the City may request from the Bank an indicative fixed rate (the "Indicative Rate Request"). The Indicative Rate Request shall be submitted to the Bank via electronic mail and such request shall include (i) the proposed amount of the Fixed Rate Note, (ii) whether the proposed Fixed Rate Note will be taxable or tax-exempt, and (iii) the proposed maturity date of the Fixed Rate Note. Upon receipt of such Indicative Rate Request, the Bank shall have three (3) Business Days to respond to the City with the indicative fixed rate. For the avoidance of doubt, any indicative fixed rate provided pursuant to the terms of this Section 2.12 shall not be binding upon of the Bank or the City until each such party has executed a Fixed Rate Addendum.

ARTICLE III

LIABILITY, INDEMNITY AND PAYMENT

Section 3.1. Liability of the City. The City and the Bank agree that the obligation of the City to pay the Notes and the other Obligations are contractual obligations of the City payable solely from the Security and shall not be affected by, and the Bank shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Notes or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged, other than in respect of the Bank), (ii) the use to which the amounts disbursed by the Bank may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing, subject to the terms of this Agreement.

Section 3.2. Indemnification by the City. (a) To the extent permitted by State law, the City shall indemnify the Bank and each Related Party of the Bank (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the City) other than such Indemnitee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Program Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Bank (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Program Documents (including in respect of any matters addressed in Section 3.1), (ii) the purchase of the Notes or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the negligence or willful misconduct of such Indemnitee.

(b) To the extent permitted by State law, the City shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof. No Indemnitee referred to in subsection (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Program Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(c) All amounts due under this Section shall be payable not later than thirty (30) days after receipt of an invoice.

Section 3.3. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by a Noteholder;

(ii) subject any Noteholder to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Noteholder any other condition, cost or expense affecting this Agreement or the Notes;

and the result of any of the foregoing shall be to increase the cost to any Noteholder with respect to this Agreement, the Notes, or the making, maintenance or, solely with respect to the Bank funding of the purchase price of the Notes, or to reduce the amount of any sum received or receivable by such Noteholder hereunder (whether of principal, interest or any other amount) then, upon request of such Noteholder, to the extent permitted by State law, the City will pay to such Noteholder such additional amount or amounts as will compensate such Noteholder for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If any Noteholder determines that any Change in Law affecting such Noteholder or any of its parent or holding companies, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Noteholder's capital or liquidity or on the capital or liquidity of such Noteholder's holding company, if any, as a consequence of this Agreement or the purchase of any Note hereunder, to a level below that which such Noteholder or such Noteholder's holding company could have achieved but for such Change in Law (taking into consideration such Noteholder's policies and the policies of its parent or holding company with respect to capital adequacy), then from time to time the City will pay to such Noteholder, to the extent permitted by law, such additional amount or amounts as will compensate such Noteholder or its parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of any Noteholder setting forth the amount or amounts necessary to compensate such Noteholder or its parent or its holding companies, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the City shall be conclusive absent manifest error. The City shall pay to the Bank (and if applicable, to the Bank on behalf of a Noteholder) the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Noteholder to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Noteholder's right to demand such compensation; *provided* that the City shall not be required to compensate any Noteholder pursuant to the foregoing provisions of this Section for any such increased costs incurred or reductions suffered more than six (6) months prior to the date that such Noteholder notifies the City of the Change in Law giving rise to such increased costs or reductions and of the Noteholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six (6) month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Subject to Section 3.5 hereof, to the extent any increased cost or amount under this Section 3.3 constitutes interest on the Notes, no payment of such shall be made which causes the interest on the Notes to exceed the Maximum Rate.

Section 3.4. Taxes. If any payments to the Bank under this Agreement are made from outside the United States, the City will not deduct any foreign taxes from any payments it makes to the Bank. If any such foreign taxes are imposed on any payments made by the City (including payments under this paragraph), the City will pay the taxes and will also pay to the Bank, at the time interest is paid, any additional amount which the Bank specifies as necessary to preserve the after-tax yield the Bank would have received if such foreign taxes had not been imposed. If applicable, the City will confirm that it has paid the taxes by giving the Bank official tax receipts (or notarized copies) within thirty (30) days after the due date.

Section 3.5. Maximum Rate; Default Rate. (a) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. To the extent permitted by State law, any such amounts which constitute interest remaining unpaid when due shall bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuance of an Event of Default, the Notes and any other outstanding Obligations shall bear interest at the Default Rate, which shall be payable by the City to the Bank pursuant to the terms of Section 2.5 hereof.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event that the rate of interest payable hereunder or under the Notes (including, but not limited to, the Default Rate) shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable ceases to exceed the Maximum Rate, at which time the City shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Notes, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Bank, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder or under the Notes until all deferred Excess Interest Amount is fully paid to the Bank. Notwithstanding the foregoing and to the extent permitted by State law, on the date on which no principal amount with respect to the Notes remains unpaid, the City shall pay to the Bank

a fee equal to any accrued and unpaid Excess Interest Amount on such date; *provided* that such payment shall not cause interest to exceed the Maximum Rate; *provided further* that in no event shall interest accrue and be payable after such date.

(c) All amounts paid pursuant to this Section 3.5 shall be non-refundable and shall be paid in immediately available funds.

Section 3.6. Liability of the Bank. To the extent permitted by State law, the City assume all risks of the acts or omissions of the Paying Agent/Registrar with respect to the use of the Commitment and the purchase of Notes made pursuant thereto; provided that this assumption with respect to the Bank is not intended to and shall not preclude the City from pursuing such rights and remedies as it may have against the Paying Agent/Registrar under any other agreements. The Bank shall not be liable or responsible for (i) the use of the proceeds of the Notes or for any acts or omissions of the Paying Agent/Registrar, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) purchase of Notes by the Bank against presentation of Requests for Purchase for which the Bank in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; provided that the City shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the negligence or willful misconduct of the Bank, respectively, as determined by a court of competent jurisdiction in a final and nonappealable judgment.

Section 3.7. Obligations Unconditional. The City's obligation to repay the Notes and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Notes or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Bank or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the City may have against any Noteholder or any other Person, including, without limitation, any defense based on the failure of any nonapplication or misapplication of the proceeds of Notes hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Notes or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Bank explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Notes or any or all other Program Documents or any exchange, release, or nonperfection of any collateral securing the obligations of the City hereunder; *provided, however*, that nothing contained in this Section 3.7 shall abrogate or otherwise affect the rights of the City under this Agreement.

Section 3.8. Illegality. If the Bank determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank to

make, maintain or fund Notes whose interest is determined by reference to the Term SOFR or the Daily Simple SOFR, or to determine or charge interest rates based upon the Term SOFR or the Daily Simple SOFR, then, upon notice thereof by the Bank to the City, any obligation of the Bank to make Monthly Floating Notes or Daily Floating Notes or to convert Monthly Floating Notes to Daily Floating Notes and vice versa shall be suspended until the Bank notifies the City that the circumstances giving rise to such determination no longer exist; *provided*, that any such determination shall not be due to any action or inaction by the Bank. Upon receipt of such notice, the City shall, upon demand from the Bank convert the interest on all Monthly Floating Notes and Daily Floating Notes to Notes that bear interest at the Prime Rate, either on the last day of the Interest Period therefor in the case of Monthly Floating Notes, if the Bank may lawfully continue to maintain such Monthly Floating Notes to such day, or on the next Business Day, in the case of Daily Floating Notes and if the Bank may not lawfully continue to maintain Monthly Floating Notes through the last day of the Interest Period therefor, then immediately upon demand. For purposes of this Agreement and the Notes, Notes bearing interest at the Prime Rate shall constitute Daily Floating Notes. Upon any such conversion, the City shall also pay accrued interest on the amount so converted on the date of such conversion.

Section 3.9. Inability to Determine Rates. (a) Subject to the Benchmark Replacement Conforming Changes set forth in (b)(i) through (iii) below, if the Bank determines (any determination of which shall be conclusive and binding on the City) that either (i) Daily Simple SOFR or Term SOFR cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an “*Inability Determination*”) or (ii) any law has made it unlawful, or that any governmental authority has asserted that it is unlawful, for the Bank to make or maintain an advance based on Daily Simple SOFR or Term SOFR, or to determine or charge interest rates based upon Daily Simple SOFR or Term SOFR (an “*Illegality Determination*”), then the Bank will so notify the City. Upon the City’s receipt of any such notice, the outstanding principal balance of the Notes shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at a fluctuating rate per annum determined by the Bank to be equal to the Prime Rate in effect from time to time, from the date of an Inability Determination or an Illegality Determination until the Bank revokes such Inability Determination or notifies the City that the circumstances giving rise to such Illegality Determination no longer exist, as applicable. When interest is determined in relation to the Prime Rate, each change in the rate of interest hereunder shall become effective on the date each Prime Rate change is announced within the Bank. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with applicable Benchmark Replacement Conforming Changes, that Benchmark Replacement, plus any applicable margin, will become effective on the Benchmark Replacement Date and will then supersede the Prime Rate and margin determined in accordance with this provision.

(b) Notwithstanding anything to the contrary contained in this Agreement or in any other Program Document (for the purposes of these Benchmark Replacement Conforming Changes set forth in (b)(i) through (b)(iii) below, a Swap Contract by and between the City and the Bank or any of its affiliates is not a loan document):

(i) *Benchmark Replacement.* If a Benchmark Transition Event occurs, the applicable Benchmark Replacement will replace the then-current Benchmark for all

purposes under this Agreement or under any other Program Document. Any Benchmark Replacement will become effective on the applicable Benchmark Replacement Date without any further action or consent of the City.

(ii) *Benchmark Replacement Conforming Changes.* The Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the City; provided, that written notice is provided by the Bank to the City of any such changes.

(iii) *Notices; Standards for Decisions and Determinations.* The Bank will promptly notify the City of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to these Benchmark Replacement Conforming Changes, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and will be made in its sole discretion and without the City's consent, provided, that written notice is provided by the Bank to the City of any such changes.

ARTICLE IV

THE TERM NOTES

Section 4.1. Term Notes. The City shall have the option to convert (a) the unpaid principal amount of any Taxable Note to a Taxable Term Note, and (b) the unpaid principal amount of any Tax-Exempt Note to a Tax-Exempt Term Note, in each case on the Commitment Expiration Date, if the conditions set forth in Section 4.2 hereof are satisfied on the Commitment Expiration Date.

Section 4.2. Conditions Precedent to Term Notes. The obligation of the Bank to convert the principal amount owed for any Note to a Term Note shall be subject to the fulfillment of each of the following conditions precedent on or before the Commitment Expiration Date in a manner satisfactory to the Bank:

(a) The following statements shall be true and correct on the Conversion Date, and the Bank shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by a Authorized Representative and dated the Conversion Date, stating that:

(i) the representations and warranties of the City contained herein and in each of the other Program Documents and each certificate, letter, other writing or instrument delivered by the City to the Bank pursuant hereto or thereto are true and correct on and as of the Conversion Date as though made on and as of such date; and

(ii) no Default or Event of Default has occurred and is continuing or would result from converting the Notes to a Term Notes as requested.

(b) The Bank shall have received a written request in the form of Exhibit J hereto on or before the date that is the thirtieth (30th) prior to the Commitment Expiration Date.

Section 4.3. Evidence of Term Notes. The principal amount of each Term Note shall also be evidenced by the form of Note attached to the Ordinance as Exhibit A thereto, with appropriate revisions as authorized in the Ordinance. Each Term Note issued by the City and all payments and prepayments on the account of the principal and interest of each Term Note shall be recorded by the Bank and the Paying Agent/Registrar; *provided, however*, that the failure of the Bank to make any such endorsement or any error therein shall not affect the obligations of the City hereunder or under the Term Note in respect of unpaid principal and interest on each Term Note.

Section 4.4. Interest on Term Notes. A Taxable Term Note shall bear interest from the Conversion Date to the date such Taxable Term Note is paid in full therefor at a rate per annum equal to the Taxable Bank Rate. A Tax-Exempt Term Note shall bear interest from the Conversion Date to the date such Tax-Exempt Term Note is paid in full at a rate per annum equal to the Tax-Exempt Bank Rate. Interest on each Term Note shall be paid to the Bank monthly in arrears on each Interest Payment Date. Interest on a Term Note shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

Section 4.5. Repayment of Term Note. The principal of each Term Note shall be paid in three equal installments, as equal as practicable, following the Conversion Date, commencing on the first Business Day to occur three months after the Conversion Date and the first Business Day to occur every third month thereafter, and on the Term Note Maturity Date.

Section 4.6. Prepayment of Term Notes. The City may prepay each Term Note, in whole or in part, on any Business Day, without cost, penalty or premium, provided at least three (3) days' written notice is provided by the City to the Bank. Each such notice of optional prepayment shall be irrevocable and shall bind the City to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1. Representations of the City. In order to induce the Bank to enter into this Agreement, the City represents and warrants to the Bank as follows:

(a) *Organization and Powers.* The City (a) is duly established and validly existing under the laws of the State of Texas; (b) has all corporate powers and all material governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted; (c) has full legal right, power and authority to pledge the Security as security for its obligations under this

Agreement; (d) had full legal right, power and authority to adopt the Ordinance; (e) has full legal right, power and authority to execute, deliver, and perform this Agreement and the other Program Documents; and (f) has full legal right, power and authority to borrow and obtain extensions of credit hereunder, and to execute, deliver, and perform the Notes.

(b) *Authorization; Contravention.* The issuance of the Notes, and the execution, delivery, and performance by the City of the Ordinance, this Agreement, and the other Program Documents and the making of the payments under the Notes have been duly authorized by all necessary action by the City and do not and will not (i) conflict with, violate, or contravene any constitutional provision or any provision of existing law or regulation or any order, writ, injunction or decree of any court, tribunal, governmental authority, bureau, agency or other instrumentality applicable to the City, instrument or agreement to which the City is a party or is subject, or by which it or its property is bound, which conflict, violation or contradiction could reasonably be expected to have a Material Adverse Effect, (ii) conflict with, violate, or cause a default, or with the passage of time or the giving of notice or both would cause a default, under any bond, note or other evidence of indebtedness or mortgage, indenture, contract or other agreement to which the City is a party or that is binding upon it or any of its properties, which conflict, violation or default could reasonably be expected to have a Material Adverse Effect, or (iii) result in the creation or imposition of any security interest, lien, charge or encumbrance on any of its assets pursuant to the provisions of any of the foregoing, except as otherwise permitted by the terms of the Ordinance.

(c) *Governmental Consent or Approval.* No consent of any Person and no license, approval or authorization of, or notice to or registration, filing or declaration with, any applicable Governmental Authority (other than any action that may be required under any state securities or blue sky laws) is required in connection with the adoption, performance, validity or enforceability of the Ordinance, the issuance, validity or enforceability of the Notes, or the execution, delivery, performance, validity or enforceability of this Agreement or the other Program Documents or, if required, the same has been obtained and is in full force and effect or, if not yet obtained, will be obtained on or before the Closing Date and will be in full force and effect on such date, and true copies thereof have been, or will be, delivered to the Bank on or before the Closing Date.

(d) *Litigation.* There is no action, suit, or proceeding pending in any court or, to the knowledge of the City, pending or threatened against or affecting the City, or relating to other applicable laws or regulations, or this Agreement or the other Program Documents in any court or before or by any governmental department, agency, instrumentality, or arbitrator the resolution of which would materially and adversely affect the ability or authority of the City to perform its obligations under this Agreement or the other Program Documents, or which in any manner questions the validity or enforceability of the Notes, this Agreement, the Ordinance, or the other Program Documents or the granting, perfection, enforceability, or priority of the lien on and pledge of the Security except any action, suit, or proceeding which may be brought prior to the Closing Date as to which the Bank has received a written opinion of counsel to the City, in form and substance satisfactory to the Bank and its counsel, to the effect that such action, suit, or proceeding is without substantial merit.

(e) *No Default.* No Default or Event of Default has occurred and is continuing or would result from the consummation of the transaction contemplated by this Agreement or any other Program Document.

(f) *Financial Statements.*

(i) The annual comprehensive financial report of the City for the Fiscal Year ended September 30, 2023, containing the audited financial statements of the City set forth therein, reported on by Deloitte & Touche LLP, a copy of which has been delivered to the Bank, fairly present, in conformity with generally accepted accounting principles, the financial position of the City and respective changes in financial position as of such date and cash flows, as applicable for such Fiscal Year; and

(ii) Except as disclosed to the Bank in writing prior to Closing Date, since September 30, 2023, there has been no Material Adverse Change.

(g) *Margin Regulations.* No portion of the proceeds of any Note shall be used by the City (or any other Person on behalf of the City) for the purpose of “purchasing” or “carrying” any margin stock or used in any manner which might cause the borrowing or the application of such proceeds to violate Regulation G, Regulation U, Regulation T, or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board or to violate the Securities Exchange Act of 1934, as amended, in each case as in effect on the date or dates of such Notes and such use of proceeds.

(h) *Complete and Correct Information.* All information, reports, and other papers and data furnished to the Bank by the City in writing in connection with this Agreement and any other Program Document were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the Bank a true and accurate knowledge of the subject matter. No document furnished in writing by the City to the Bank in connection with the negotiation, preparation, or execution of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading with respect to the City or the Security.

(i) *Taxes.* The City has filed all applicable Federal, state and other material tax returns and reports required to be filed, and have paid all applicable Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against the City that would, if made, have a Material Adverse Effect.

(j) *Legal, Valid, and Binding Obligations.* Assuming due authorization, execution, and delivery by the other parties thereto, this Agreement and the other Program Documents to which the City is a party are the legal, valid, and binding obligations and agreements of the City, enforceable against the City in accordance with their respective terms, subject to the application by a court of general principles of equity which permit the exercise of judicial discretion and to

the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law affecting creditors' rights generally.

(k) *No Further Consent or Approval.* The execution, delivery and performance of this Agreement and the other Program Documents are not subject to any approval, authorization, notice, filing, or consent which has not been or will be obtained or made of any federal, state, or local governmental authority or court, and all such approvals, authorizations, notices, filings, or consents which have been obtained or made remain in full force and effect.

(l) *Incorporation by Reference.* All representations and warranties of the City set forth in the Program Documents (other than this Agreement) are incorporated herein by reference as if fully set forth herein, as of their respective dates, in their entirety. At any time consent of the Bank is required pursuant to Section 7.1(d) hereof, no amendment to such representations and warranties or definitions made pursuant to the relevant Program Documents shall be effective to amend such representations or warranties incorporated by reference herein without the prior written consent of the Bank.

(m) *Security.*

(i) The Ordinance creates a valid lien on, pledge of, and security interest in the Security as security for the Notes, subject to the terms of the Ordinance and the Revenue Bond Ordinances, and all action necessary to perfect the lien on, pledge of, and security interest of the owners of the Notes in the Security has been duly and validly taken;

(ii) The Ordinance does not permit the issuance of any debt secured by the Security to rank senior to the Revenue Bonds. No filing, registering, recording or publication of the Ordinance, this Agreement or any other instrument is required to establish the pledge of the Security under the Ordinance or to perfect, protect or maintain the lien created thereby on the Security;

(iii) The Obligations, including each Note, constitute Subordinate Obligations; and

(iv) The Bank and any Noteholder is an Owner as that term is defined in the Ordinance and, in each case, shall at all times be treated as such by the City.

(n) *No Proposed Legal Changes.* There is no amendment or proposed amendment certified for placement on a ballot or referendum, or, to the knowledge of the City, to any law, ordinance, or regulation of the City, or any legislation that has passed either house of the legislature of the State, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Notes, or any holder thereof in its capacity as such, or this Agreement, any of the other Program Documents or the Net Revenues.

(o) *Proceeds.* The proceeds of the Notes will be applied by the City, for deposit into the Program Note Payment Fund to the payment or prepayment of the Notes or otherwise to the Program Note Project Fund; and none of the funds borrowed by virtue of this Agreement will be

used in any manner or for any purpose except in the manner and for the purposes authorized by State law and the Ordinance.

(p) *ERISA*. The City does not maintain or contribute to, and has not maintained or contributed to, any employee pension benefit plan that is subject to Title IV of ERISA or that is subject to the minimum funding standards under Section 412 of the Code.

(q) *Environmental Compliance*. The City has not received notice to the effect that the operations of the City are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or remedial action would have a Material Adverse Effect.

(r) *Solvency*. The City is, and upon the incurrence of any Note or any other Obligation by the City on any date on which this representation and warrant is made will be, solvent and able to pay its debts as they become due.

(s) *Tax Exempt Status of Tax-Exempt Notes*. The City has not taken any action or omitted to take any action, and knows of no action taken by any Governmental Authority, which action, if taken or omitted, would adversely affect the excludability of interest on the Tax-Exempt Notes from gross income for federal income tax purposes.

(t) *No Tax or Fee*. To its knowledge, none of the execution or delivery of this Agreement or the other Program Documents or the purchase of any Note will give rise to any tax or fee imposed by any local or state agency or governmental body, except for those which have been paid.

(u) *Limited Obligation*. All Obligations hereunder, including the City's obligation to repay all Notes constitute special, limited obligations of the City payable from the Security, subject to the terms of the Ordinance and the Revenue Bond Ordinances.

(v) *Notes*. Upon issuance, each Note will have been duly and validly issued under the Ordinance and entitled to the benefits thereof.

(w) *Usury*. The terms of this Agreement and the other Program Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

(x) *Anti-Terrorism Laws*. (A) The City is not in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(B) The City is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(C) The City does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (B)(ii) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(y) *Writ of Mandamus.* The duties and obligations of an officer of the City under this Agreement and the Ordinance and with respect to the Notes that are clearly defined and non-discretionary and for which there is no other remedy available at law shall be subject to an action for a writ of mandamus in any court of competent jurisdiction. The City is not entitled to claim immunity on the grounds of sovereignty or similar grounds from any action for a writ of mandamus to compel the appropriate officer of the City to satisfy its clearly defined and non-discretionary obligations under this Agreement and the Ordinance.

(z) *Sanctions; Anti-Corruption.*

(A) None of the City or any of its officers, employees, agents, or affiliates is an individual or entity (“person”) that is, or is owned or controlled by persons that are: (i) the subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury, or other relevant sanctions authority (collectively, “Sanctions”); or (ii) located or organized in a country or territory that is the subject or target of Sanctions.

(B) The City and its officers, employees, and agents are in compliance with all applicable Sanctions and with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”) and any other applicable anti-corruption law. The City has instituted and maintains policies and procedures designed to ensure

continued compliance with applicable Sanctions, the FCPA, and any other applicable anti-corruption laws.

ARTICLE VI

CONDITIONS

Section 6.1. Closing Conditions. The Bank's obligations under this Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder and the tender by the City of its performance at the Closing as described in this Section, which Closing shall not be completed unless the Bank shall receive at the time of the Closing the following:

(i) The Bank shall have received the following documents, each dated and in form and substance as is satisfactory to the Bank:

(A) executed originals or certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the City necessary for the City to enter into each of the Program Documents and the transactions contemplated herein and therein;

(B) the approving opinion of the Attorney General of Texas with respect to the proceedings authorizing the Note Program;

(C) a counterpart of this Agreement, duly executed by the City and the Bank;

(D) a certificate of an Authorized Representative, certifying that all conditions precedent set forth in the Ordinance with respect to issuance of the Notes shall have been satisfied;

(E) certified copies of all approvals or authorizations by, or consents of, or notices to or registrations with, any Governmental Authority required for the City to enter into this Agreement and the Program Documents;

(F) a certificate of the City certifying the names and true signatures of the officers of the City authorized to sign this Agreement, the Notes, any Request for Purchase and any other Program Documents;

(G) such financial information, budgets and projections, of the City related to the Airport System provided to the Bank as the Bank has requested;

(H) an executed original or certified copy, as applicable, of each of the Program Documents (but excluding any Tax Certificate);

(I) a copy of the City's Investment Policy in effect on the Closing Date;
and

(J) an IRS Form W-9 duly completed by the City.

(ii) The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the City in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which would reasonably be expected to result in a Material Adverse Effect, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request. No law, regulation, ruling or other action of the United States, the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the City from fulfilling its obligations under this Agreement and the other Program Documents.

(iii) The following statements shall be true and correct on the Closing Date, and the Bank shall have received a certificate signed by an Authorized Representative dated the Closing Date, certifying that (A) the representations and warranties of the City contained in each of the Program Documents are true and correct on and as of the Closing Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the City's execution and delivery of this Agreement, or the acceptance of the Commitment by the City; (C) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2023, including the balance sheet as of such date of said period, all examined and reported on by Deloitte & Touche LLP, as heretofore delivered to the Bank correctly and fairly present the financial condition of the City as of said date and the results of the operations of the City for such period, and have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) except as otherwise disclosed to the Bank in writing prior to Closing Date, since the release of the audited annual financial statements of the City for the Fiscal Year ended September 30, 2023, no Material Adverse Change has occurred prior to the Closing Date; (E) the acceptance of the Commitment by the City pursuant to this Agreement is an arm's length commercial transaction between the City and the Bank; (F) the City has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the City pursuant to this Agreement; (G) the Bank has not acted as a fiduciary in favor of the City with respect to the Notes or the acceptance of the Commitment by the City; (H) to the best knowledge of the City, the Airport Rating by Moody's and S&P have not been reduced, withdrawn or suspended since the date of the Rating Documentation and (I) all conditions in this Section 6.1 (other than (vii), and (xi) (to the extent of any law, regulation, ruling or other action of the State of New York or any political subdivision or authority therein) for which the City has no knowledge) have been satisfied.

(iv) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date of Bond Counsel as to the pledge of Net Revenues securing the Notes and the other Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(v) The form of the opinion Bond Counsel to be given in connection with the issuance of each Tax-Exempt Note, in form and substance satisfactory to the Bank and its counsel.

(vi) All necessary action on the part of the City shall have been taken as required for the pledge of and lien on the Net Revenues for the benefit of the Bank as described in Section 2.11 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement and the Notes, and the Ordinance shall be satisfactory to the Bank and its counsel.

(viii) The Bank shall have received evidence satisfactory to it confirming that the Airport Rating from each of Moody's and S&P is at least A1 and A+, respectively (referred to herein as the "*Rating Documentation*").

(ix) No Note shall be registered with The Depository Trust Company or any other securities depository. No offering document or official statement shall be prepared with respect to the Notes.

(x) The Bank shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Notes and the other Program Documents as the Bank has requested of the City.

(xi) No law, regulation, ruling or other action of the United States, the State of New York or the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement.

Section 6.2. Certain Conditions to Bank's Obligations. The Bank has entered into this Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and at each Purchase, and upon the performance by the City of its obligations hereunder, as of the date hereof and as of the Closing Date and each Purchase Date. Accordingly, the Bank's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be subject to performance by the City of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to each Purchase, and shall also be subject to the following additional conditions:

(a) delivery to the Bank of a Request for Purchase executed by an Authorized Representative;

(b) the representations and warranties of the City contained herein shall be true, complete and correct on the date hereof, on the Closing Date and on each Purchase Date;

(c) at the time of each Purchase, this Agreement and the Ordinance shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any manner which will adversely affect (i) the ability of the City to issue the Notes or perform its obligations thereunder or under this Agreement or (ii) the security for the Notes;

(d) both at the time of the Closing and at the time of each Purchase, all official action of the City relating to this Agreement, the Notes, the Ordinance shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material adverse respect;

(e) each Note requested to be purchased by the Bank shall be delivered to the Bank on the related Purchase Date pursuant to the terms hereof and shall be in an amount not less than \$500,000;

(f) the Bank will have no obligation to purchase any Note if, because of a Change in Law, such request to purchase Notes made by the City would be illegal; *provided* that such illegality shall not be due to any action or inaction by the Bank. In such event, the City will have no liability whatsoever with respect to such request for purchase and the Bank will have no liability for its failure to so purchase if such failure is due to a Change in Law;

(g) at the time of each Purchase, no Default or Event of Default shall have occurred and be continuing;

(h) on the date of each issuance of a Tax-Exempt Note for new money purposes an opinion dated such issuance date of Bond Counsel in the form provided to the Bank at Closing pursuant to Section 6.1(v) hereof, with such changes acceptable to the Bank and its counsel;

(i) on the date of each issuance of a Tax-Exempt Note for new money purposes an executed Tax Certificate (which may be in the form of a bring-down of a Tax Certificate previously executed and delivered by the City), which shall include an Issue Price Certificate executed by the Bank in the form of Exhibit I hereto; and

(j) on the date of each issuance of a Tax-Exempt Note for new money purposes, a copy of the related IRS Form 8038 duly executed by the City to be filed with the Internal Revenue Service.

The submission by an Authorized Representative of a Request for Purchase in connection with each Purchase shall be deemed to be a representation and warranty by the City on the date of each such Purchase that the conditions specified in clauses (b) and (g) of this Section 6.2 have been satisfied on and as of such date.

Section 6.3. Satisfaction or Waiver of Conditions. All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed

to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Bank, and the Bank shall have the right to waive any condition set forth in this Article VI.

ARTICLE VII

COVENANTS

Section 7.1. Covenants of the City. The City covenants and agrees, from the date hereof and until the Termination Date and the payment in full of all Notes and other Obligations, unless the Bank shall otherwise consent in writing:

(a) *Information.* The City will deliver to the Bank:

(i) as soon as reasonably available after the end of each Fiscal Year, and in any event within one hundred and eighty (180) days after the end of such Fiscal Year, a copy of the annual comprehensive financial report of the City prepared in accordance with generally accepted accounting principles consistently applied, containing the financial statements of the City for such Fiscal Year and audited by independent certified public accountants of recognized standing;

(ii) as soon as available and in any event within sixty (60) days after the close of each Fiscal Year of the City, a certificate of an Authorized Representative (i) to the effect that as of the date of such certificate no Default or Event of Default has occurred, or (ii) if a Default or Event of Default has occurred specifying the nature of such Default or Event of Default, the period of its existence, and the action which the City is taking or proposes to take with respect thereto unless such Default or Event of Default has previously been reported pursuant to Section 7.1(a)(iv) below, and no change in the status of such Default or Event of Default has occurred;

(iii) as soon as practicable but in any event within sixty (60) Business Days after the issuance thereof, copies of any prospectus, offering statement, offering circular, placement memorandum, or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the City makes available in connection with the offering for sale of any securities issued by the City secured by a pledge of Net Revenues (such requirement to be satisfied with notice from the City that such information is available on the City's website or the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system).;

(iv) forthwith, but in any event within ten (10) Business Days after the occurrence of any Default or Event of Default a certificate of an Authorized Representative setting forth the details thereof and the action which the City is taking or proposes to take with respect thereto; and

(v) upon written request of the Bank, information relating to the Net Revenues or any other financial information reasonably requested in each case, that the City customarily and regularly provides to the public.

(b) *Access to Records.* The City will keep adequate records and books of account, in which complete entries will be made, reflecting all financial transactions of the City with respect to the Airport System, and furnish to the Bank such information regarding the financial condition, results of operations, or business of the Airport System as the Bank may reasonably request and will permit any officers, employees, or agents of the Bank to visit and inspect any of the properties of the City with respect to the Airport System and to discuss matters reasonably pertinent to an evaluation of the credit of the City with respect to Revenue Bonds and Subordinate Obligations, all at such reasonable times as the Bank may reasonably request. All information received by or provided to the Bank pursuant to this Agreement, unless otherwise made public by the City, will be held as confidential information by such party; *provided* that this sentence shall not preclude the Bank from disclosing any such information (a) to its counsel or independent public accountants or other outside consultants owing a duty of confidentiality to the Bank, (b) to any Bank regulatory workers, (c) in compliance with any court order or other process of law, (d) in connection with any legal proceedings arising hereunder, (e) if such information has already become public by any other means, or (f) if such disclosure is consented to by the City.

(c) *Proceeds of the Notes.* None of the proceeds of the Notes will be used in any manner or for any purpose except in the manner and for the purposes authorized by Texas law, this Agreement, and the Ordinance. The City shall not use the proceeds of the Notes, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case in violation of, or for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(d) *No Amendment of Program Documents.* The City will not consent to any amendment or supplement to or modification or waiver of any of the provisions of the Program Documents (i) if such amendment or consent requires the consent of the owners of any Notes or other Subordinate Obligations or (ii) which could reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Bank. The City will give the Bank notice as promptly as practicable (but in no event less than ten (10) Business Days) of any proposed amendments to or modifications or waivers of any provisions of the Ordinance and of any meeting of the City Council at which any of the foregoing will be discussed or considered.

(e) *Additional Indebtedness.* It will use its best efforts and with due diligence to sell a sufficient amount of additional Secured Debt or other obligations of the City in order to have funds available, together with other moneys available for such purpose, to pay all amounts owed to the Bank under this Agreement, subject to the terms of the Ordinance and the Revenue Bond Ordinances.

(f) *Taxes and Liabilities.* The City will pay all of its Secured Debt promptly and in accordance with its terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon Gross Revenues, or upon any of its Airport System property (real, personal, or mixed) or upon any part thereof, before the same shall become in default except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the City has established adequate reserves in accordance with GAAP.

(g) *Supplemental Resolutions and Further Assurances.* The City will at any and all times, insofar as it may be authorized so to do by law, pass, make, do execute, acknowledge, and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming all and singular the rights, revenues, and other funds and the Security pledged or assigned to the payment of the Notes, or intended so to be, of which the City may become bound to pledge or assign.

(h) *Performance and Compliance with Other Covenants.* The City shall perform and comply with each of the covenants, obligations and agreements required to be performed or observed by it in the Ordinance and all other Program Documents to which it is a party, which provisions, as well as the related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. Except as provided in clause (d) above, no amendment to such obligations, covenants and agreements or defined terms made pursuant to any of the Ordinance or the other Program Documents to which it is a party shall be effective to amend such obligations, covenants and agreements and defined terms as incorporated by reference herein without the written consent of the Bank.

(i) *Compliance with Rules and Regulations.* The City shall comply with all laws, ordinances, orders, rules, and regulations of duly constituted public authorities which if not complied with would have a Material Adverse Effect.

(j) *Investment Policy.* The City will comply with the City's Investment Policy and State law with respect to the investment of funds relating to Subordinate Obligations and Revenue Bonds, subject to the terms of the Ordinance and the Revenue Bond Ordinances.

(k) *Preservation of Existence, Etc.* The City shall maintain its existence and preserve and keep in force and effect all licenses, permits, franchises and qualifications necessary to the proper conduct of its operations. The City will not amend any constituting document or any agreement governing its operations or management in a manner that would reasonably be expected to result in a Material Adverse Effect.

(l) *Litigation and Other Actions.* The City shall promptly notify the Bank of (i) the existence and status of any litigation or any other action, suit or proceeding before any court or governmental department, commission, board, bureau, agency or instrumentality which individually or in the aggregate would, in the event of an unfavorable outcome, be reasonably

expected by the City to result in a Material Adverse Effect, or (ii) any change in any material fact or circumstance represented or warranted in this Agreement or in any of the Program Documents.

(m) *Reserved.*

(n) *Credit Facilities.* In the event that the City shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement (or any amendment, supplement or modification thereto), which Bank Agreement (or amendment, modification, or supplement thereto) provides such Person with greater rights or the remedies related thereto than are provided to the Bank in this Agreement, the City shall promptly provide the Bank with a copy of each such Bank Agreement (or amendment, modification, or supplement thereto) and such greater rights and remedies shall automatically be deemed to be incorporated into this Agreement, and the Bank shall have the benefits of such greater rights and remedies as if specifically set forth herein. The City shall promptly enter into an amendment to this Agreement to include such greater rights or remedies (provided that the Bank shall maintain the benefit of such greater rights and remedies even if the City fails to provide such amendment).

(o) *Swap Contracts.* Unless otherwise consented to in writing by the Bank, (A) the City shall at all times require that any termination fees payable in connection with any Swap Contract entered into by the City, and payable from and secured by Net Revenues, shall be subordinate to the payment of the Notes and the other Obligations hereunder and (B) the City shall not provide any collateral to support the obligations of the City under any Swap Contract entered into by the City, and payable solely from Net Revenues, other than a Lien on Net Revenues. Except as set forth in the first sentence of this Section, the City shall at all times require that any Lien on Net Revenues securing any Swap Contract entered into by the City, and payable from and secured by Net Revenues, be on a parity with the Lien securing the Secured Debt to which such Swap Contract relates.

(p) *ERISA.* The City will comply in all material respects with Title IV of ERISA, if, when and to the extent applicable.

(q) *Further Assurances.* The City shall promptly upon request by the Bank, execute and deliver such further documents and do such other acts and things as the Bank may reasonably request in order to effect fully the purposes of this Agreement and the other Program Documents, and to provide for payment of the Notes and the other Obligations and for granting the pledge of the Security in accordance with the terms of the Ordinance and the other Program Documents.

(r) *Accuracy of Information.* All data, certificates, reports, documents and other information furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement shall, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Bank true and accurate knowledge of the subject matter thereof, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and the furnishing of the same to the Bank shall constitute a representation and warranty by the City to that effect. Each financial statement furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to

an amendment or modification of, or waiver under, this Agreement, shall, at the time the same is so furnished, fairly present the financial condition and results of operations of the Airport System.\

(s) *Additional Secured Debt.* The City may issue or incur Secured Debt and any other Indebtedness at any time upon satisfaction of any conditions and requirements with respect thereto set forth in the Ordinance and the Revenue Bond Ordinances; *provided, however,* prior to the issuance or incurrence of any Additional Subordinate Obligations after the Closing Date (other than the Notes and any Note Program Costs), the City shall demonstrate that the Net Revenues together with Other Available Funds (as defined in the Revenue Bond Ordinances) (in each case, projected or historical), are equal to at least 100% of the sum of the Debt Service Requirements (as defined in the Revenue Bond Ordinances) for all Revenue Bonds and the debt service requirements for all Subordinate Obligations to be outstanding following the issuance of such Additional Subordinate Obligations. In making such calculation of debt service coverage, (A) the amounts for Net Revenues, Other Available Funds and Debt Service Requirements of the Revenue Bonds shall be determined in the same manner as is required by the Revenue Bond Ordinances for the issuance of Additional Revenue Bonds and (B) the debt service requirements for Subordinate Obligations shall be determined in the same manner as is required by the Revenue Bond Ordinances for the determination of the Debt Service Requirements for Revenue Bonds; *provided, that,* the City shall assume that the Commitment for the Notes under this Agreement has been fully drawn and such amount will be refunded through the issuance of additional Secured Debt or other Indebtedness of the City that is amortized in equal principal amounts over a forty (40) year period bearing interest at a rate specified in a certificate of the City's financial advisor.

(t) *Liens.* The City will not create, incur, assume or suffer to exist any pledge of, lien on or other security interest in the Security except as provided in the Program Documents and the Revenue Bond Ordinances.

(u) *Paying Agent/Registrar.* No substitution of the Paying Agent/Registrar shall occur without the prior written consent of the Bank which consent shall not be unreasonably withheld.

(v) *Total Outstanding.* At no time shall the City permit the aggregate principal amount of all Notes outstanding and unpaid to exceed the Available Commitment.

(x) *Consolidation or Merger.* The City shall not willfully consolidate with or merge into another Person unless (i) such merger or consolidation does not adversely affect or impair to any extent or in any manner (a) the Net Revenues or (b) the availability of the Net Revenues for the payment and security of the obligations of the City under this Agreement; (ii) such consolidation or merger (as evidenced by, among other things, pro forma financial statements and projections) will not result in a Material Adverse Effect; and (iii) the City gives the Bank not less than sixty (60) days' prior notice of such consolidation or merger and furnishes to the Bank all such information concerning such consolidation or merger as shall have been reasonably requested by the Bank. In addition, prior to a consolidation by the City with or merger of the City into another Person, the City shall provide the Bank with evidence, satisfactory in form and substance to the Bank, that, following such consolidation or merger, the successor will assume, by operation of law or otherwise, the due and punctual performance and observance of all of the covenants, agreements and conditions of this Agreement and the other Program Documents.

(y) *Sanctions; Anti-Corruption Laws, Use of Proceeds.* (i) The City will maintain in effect policies and procedures designed to promote compliance by the City, its officers, employees, and agents with applicable Sanctions and with the FCPA and any other applicable anti-corruption laws.

(ii) The City will not, directly or indirectly, use the proceeds of any Note, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner, or other person, (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of the FCPA or any other applicable anti-corruption law; or (b) (i) to fund any activities or business of or with any person, or in any country or territory, that, is the subject or target of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any person (including, without limitation, any person in connection with the Notes, whether as an agent, arranger, lender, issuing bank, underwriter, advisor, investor, or otherwise).

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1. Events of Default. If any of the following events shall occur, each such event shall be an “*Event of Default*”:

(a) the City shall fail to pay, or cause to be paid, as and when due, (i) any principal of or interest on any Note when due (whether by scheduled maturity or required prepayment) or (ii) any other Obligations or any other amount payable hereunder and, in the case of such other Obligations or other amount, such failure shall continue for a period of five (5) Business Days from the date such Obligation was due;

(b) any representation, warranty, certification, or statement made or deemed made by or on behalf of the City in this Agreement, any other Program Document or in any certificate, financial statement, or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made or deemed made;

(c) breach by the City of any covenant, agreement, or other requirement contained in Section 7.1(a)(iv), (c), (d), (o), (s), (t), (u), (v) or (x) herein.

(d) breach by the City of any other covenant, agreement, or condition (other than those referred to or contained in clauses (a), (b), or (c) above) contained in this Agreement or any Program Document and the continuation thereof for more than thirty (30) days (or ten (10) days with respect to Sections 7.1(a) (but excluding 7.1(a)(iv)) or 7.1(b)) after the earlier of (i) the Bank giving written notice thereof to the City and (ii) the date on which such failure and breach shall first become knowing to any officer of the City;

(e) any final unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of \$25,000,000, individually or in the aggregate, shall be entered or filed against the City related to

the Airport System or against any of its Airport System properties, as the case may be, and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days;¹

(f) (i) default by the City in the payment of any Secured Debt (other than the Notes) when due or within any applicable grace period or (ii) the occurrence of any event under any ordinance, resolution, or instrument giving rise to any such Secured Debt, which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the City, including the right to declare the acceleration of any maturity thereof, or upon the lapse of time or the giving of notice or both would entitle the obligee thereof or a trustee on behalf of such obligee to accelerate any maturity thereof, or which results in the forfeiture by the City of any of its rights under any such ordinance, resolution, or instrument;

(g) (i) the City shall commence a voluntary case or other proceeding seeking (x) liquidation, reorganization, or other relief with respect to its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or (y) the appointment of a receiver, liquidator, custodian, or other similar official with respect to the City or any substantial part of its properties, or shall consent to or acquiesce in such relief or the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; (ii) a receiver, liquidator, custodian, or other official, appointed in an involuntary case or proceeding commenced against the City, appointed without consent or acquiescence of the City, as applicable, takes charge of a substantial part of its properties; (iii) the City shall make a general assignment for the benefit of creditors, or declare a moratorium, debt restructuring, debt adjustment or comparable restriction with respect to its debts, or shall generally not, or shall be unable to, or shall admit in writing its inability to pay its debts as they become due, or shall take any action to authorize any or all of the foregoing; (iv) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of any Obligations; or (v) an involuntary case or other proceeding shall be commenced against the City seeking (x) liquidation, reorganization, or other relief with respect to City's debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or (y) the appointment of a custodian, receiver, liquidator, trustee or other similar official of the City, or any substantial part of its properties, and such proceeding or case shall not be dismissed or stayed within sixty (60) days after the filing thereof or an order of relief shall be entered against the City under the federal bankruptcy laws as now or hereafter in effect;

(h) (i) any provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes or any other Obligation or (B) the validity or enforceability of the pledge of the Net Revenues or any other pledge or security interest created by the Ordinance shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, invalid or unenforceable;

¹ Under Review by Bracewell.

(ii) the validity or enforceability of any provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes or any other Obligation, or (B) the validity or enforceability of the pledge of the Net Revenues or any other pledge or security interest created by the Ordinance shall be publicly contested by the City; or

(iii) any other material provision of this Agreement or any other Program Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the City to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(i) the powers of the City shall be limited in any way, or the Ordinance shall be modified or amended in any way without the prior written consent of the Bank, in either case, which prevents the City from fixing, charging or collecting rates and charges for the use and services of the Airport System in any amount sufficient to pay the Secured Debt as the same shall become due;

(j) any of Moody's or S&P shall have downgraded its Airport Rating below "Baa2" (or its equivalent) or "BBB" (or its equivalent), respectively, or any of Moody's or S&P shall have suspended or withdrawn its rating of the same for credit related reasons; or

(k) any pledge or security interest created by the Ordinance or this Agreement to secure any amount due under any Notes or this Agreement shall fail to be fully enforceable or fail to have the priority required under the Ordinance in any case, by reason of a final, non-appealable judgment of a court of competent jurisdiction.

Section 8.2. Remedies. Upon the occurrence of an Event of Default hereunder, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the City, declare the Commitment and/or the Available Commitment to be terminated and thereafter the Bank will have no further obligation to purchase Notes hereunder; *provided, however,* any such termination shall not have the effect of accelerating the maturity date or due date of any Outstanding Notes or other Obligations;

(b) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Program Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Bank in the Program Documents;

(c) cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; *provided, however,* that the Bank shall have no obligation to effect such a cure; or

(d) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents and as otherwise available at law and at equity.

Anything in this Agreement to the contrary notwithstanding, from and after the occurrence of an Event of Default, all outstanding Notes and all other outstanding Obligations shall bear interest at the Default Rate. The Bank acknowledges and agrees that, pursuant to the terms of the Ordinance, in the event of a default in the payment of the interest on or principal of the Program Notes or the payment of other Obligations or a default in the performance of any duty or covenant provided by law or in the Ordinance, acceleration as a remedy is expressly denied. Subject to the potential applicability of Section 7.1(n), the Bank acknowledges and agrees that the Bank may not accelerate the maturity date or due date, as applicable, of any Outstanding Notes or other Obligations as a remedy with respect to the occurrence, existence or continuation of any Event of Default.

Section 8.3. Suits at Law or in Equity and Mandamus. The duties and obligations of an officer of the City under this Agreement and the Ordinance and with respect to the Notes that are clearly defined and non-discretionary and for which there is no other remedy available at law shall be subject to an action for a writ of mandamus in any court of competent jurisdiction. The City is not entitled to claim immunity on the grounds of sovereignty or similar grounds from any action for a writ of mandamus to compel the appropriate officer of the City to satisfy its clearly defined and non-discretionary obligations under this Agreement and the Ordinance.

Section 8.4. No Waiver. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 8.5. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the City and the Bank shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE IX

GENERAL

Section 9.1. Notices. Any notice or other communication to be given to the Bank under this Agreement may be given by delivering the same in writing to [Bank], Attn:

[_____] ², or to such different address for the Bank as the Bank shall have notified the City as aforesaid. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of Austin, Treasury Office, P.O. Box 2106, Austin, Texas 78701, or to such different address for the City as the City shall have notified the Bank as aforesaid. The approval or other action or exercise of judgment by the Bank shall be evidenced by a writing signed on behalf of the Bank and delivered to the City.

Section 9.2. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, its interest in the Notes and the Program Documents in accordance with the provisions of the Ordinance and paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Noteholder to a Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Notes to a Person that is (i) an Affiliate of the Bank or (ii) a trust or other custodial arrangement established by the Bank or an Affiliate of the Bank, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “Bank Transferee”). From and after the date of such sale or transfer, Wells Fargo Bank, National Association (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Program Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the City and the Paying Agent/Registrar shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the City.

(c) *Sales and Transfers by Noteholder to a Non-Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “Non-Bank Transferee”) all or a portion of the Notes if (A) written notice of such sale or transfer, including that such sale or transfer

² To be provided closer to the closing date.

is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the City, the Paying Agent/Registrar and the Bank (if different than the Noteholder) by such selling Noteholder and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the City, the Paying Agent/Registrar and the selling Noteholder, an investment letter in substantially the form attached as Exhibit H to this Agreement (the “*Investor Letter*”).

From and after the date the City, the Paying Agent/Registrar and the selling Noteholder have received written notice and an executed Investor Letter, the Non-Bank Transferee thereunder shall have the rights and obligations of a Noteholder hereunder and under the other Program Documents, *provided, however*, that (A) no such sale or transfer referred to in this Section 9.2(c) shall in any way affect the obligations of the Bank hereunder, (B) the City and the Paying Agent/Registrar shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in this Section 9.2(c), only the Bank shall be entitled to enforce the provisions of this Agreement against the City.

(d) *Participations.* Each Noteholder shall have the right to grant participations in all or a portion of such Noteholder’s interest in the Notes, this Agreement and the other Program Documents to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the City and the Paying Agent/Registrar shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Notes and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the City. The City agrees that each participant shall be entitled to the benefits of Sections 3.2, 3.3 and 3.4 hereof to the same extent as if it were a Noteholder hereunder; *provided, however*, that a participant shall not be entitled to receive any greater payment under Sections 3.3 and 3.4 than the Bank would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the City’s prior written consent.

(e) *Certain Pledges.* The Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Notes, this Agreement and the Program Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 9.3. Amendments. Any provision of this Agreement may be amended or modified if, but only if, such amendment or modification is in writing and is signed by the City and the Bank.

Section 9.4. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT (EXCEPT, AS TO ANY OTHER PROGRAM DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY

AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

(b) *Submission to Jurisdiction.* EACH OF THE BANK AND THE CITY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST A PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF TEXAS SITTING IN TRAVIS COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) *Waiver of Venue.* EACH OF THIS PARTIES HEREAFTER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 9.5. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Notwithstanding the foregoing, all provisions of this Section 9.6 (excluding the first sentence hereof) are agreed to by the City only to the extent such provisions are permitted by State law.

Section 9.7. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 9.8. Survival of this Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Bank of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the City to indemnify the Bank and each Indemnitee under Section 3.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the City under Sections 3.3 and 2.6(d) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Bank is referred to, such reference shall be deemed to include the successors and assigns of the Bank and all covenants, promises and agreements by or on behalf of the City which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Bank.

Section 9.9. Effectiveness. This Agreement shall become effective upon the execution by the Bank and the acceptance hereof by the City.

Section 9.10. No Personal Liability. None of the City, the members of the City Council of the City, or the City’s officers, employees, or agents (including, without limitation, any person

executing this Agreement) shall be liable personally for any Obligation or be subject to any personal liability or accountability by reason of the City's issuance of any Note or for the City entering into this Agreement.

Section 9.11. USA Patriot Act. The Bank is subject to the Patriot Act and hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 9.12. Notice of Final Agreement. THIS IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE BANK AND THE CITY AND SUCH WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BETWEEN THE BANK AND THE CITY.

Section 9.13. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Program Document), the City acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Program Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Program Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 9.14. State Law Representations and Covenants of the Bank. (a) The Bank makes the following representations, verifications and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in this Section 9.14, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not

be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i) The Bank hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii) The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(iv) The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

The Bank represents and verifies that the Bank has (i) on file a standing letter (“*Standing Letter*”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 9.14(a)(i) through (iv) hereof, and (ii) will, upon request of the City or Bond Counsel on behalf of the City, provide the City and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the Closing Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State. Upon request of the City or Bond Counsel on the City’s behalf, the Bank shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on its Standing Letter and the statutory representations and covenants as contained in this Agreement through the Closing Date (the “*Bringdown Verification*”). The City reserves

the right, and the Bank hereby expressly authorizes the City, to provide such Bringdown Verifications to the Texas Attorney General.

Section 9.15. Electronic Execution of Agreement and Certain Other Documents. (a) To the extent permitted by State law, any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “Communication”), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. To the extent permitted by State law, the City agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on the City, as applicable, to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City, as applicable, enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“*Electronic Copy*”), which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the City, as applicable, without further verification and (b) upon the request of the Bank, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, “*Electronic Record*” and “*Electronic Signature*” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

(b) The City hereby acknowledges the receipt of a copy of this Agreement and all other Program Documents. The Bank may create a microfilm or optical disk or other electronic image of this Agreement and any or all of the other Program Documents. The Bank may store the electronic image of this Agreement and the other Program Documents in its electronic form and then destroy the paper original as part of the Bank’s normal business practices, with the electronic image to the extent permitted by State law, deemed to be an original and of the same legal effect, validity and enforceability as the paper originals.

Section 9.16. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of

this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[SIGNATURE PAGES FOLLOW]

DRAFT

Respectfully submitted,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____

Name: _____

Title: _____

DRAFT

Accepted this __ day of February, 2025.

THE CITY OF AUSTIN, TEXAS

By _____
Name: _____
Title: _____

DRAFT

EXHIBIT A-1

[FORM OF REQUEST FOR PURCHASE OF FLOATING RATE NOTE]

REQUEST FOR PURCHASE OF FLOATING RATE NOTE

Wells Fargo Bank, National Association

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

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated as of February [___], 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between the City of Austin, Texas (the “*City*”), and Wells Fargo Bank, National Association (the “*Bank*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Bank make a Purchase of Floating Rate Notes under the Agreement, and in that connection sets forth below the following information relating to such Purchase (the “*Proposed Purchase*”):

1. The Business Day of the Proposed Purchase is _____, 20__ (the “*Purchase Date*”), which is at least three (3) Business Days after the date hereof.
2. The principal amount of the Proposed Purchase of a Floating Rate Note is \$ _____, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.
3. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Ordinance and the Agreement.
4. The Note Maturity Date shall be _____ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Purchase Date).
5. The interest rate with respect to the Proposed Purchase of a Floating Rate Note shall be [**the Tax-Exempt Daily SOFR Rate, the Taxable Daily SOFR Rate, the Taxable Term SOFR Rate or the Tax-Exempt Term SOFR Rate**].
6. After giving effect to the Proposed Purchase, the aggregate principal amount of all Notes outstanding under the Agreement will not exceed the Available Commitment.
7. The Paying Agent/Registrar is directed to authenticate and deliver a Floating Rate Note to the Bank, consistent with the instructions herein and the Ordinance, the Agreement, the Paying Agent/Registrar Agreement and the Custodian Agreement.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in Section 6.2 of the Agreement have been satisfied on and as of the date hereof.

DRAFT

The Proposed Purchase shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Wire Instructions]

Very truly yours,

THE CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A-2

[FORM OF REQUEST FOR PURCHASE OF FIXED NOTE]

REQUEST FOR PURCHASE OF FIXED RATE NOTE

Wells Fargo Bank, National Association

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

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated as of February [___], 2025 (together with any amendments or supplements thereto, the "*Agreement*"), between the City of Austin, Texas (the "*City*"), and Wells Fargo Bank, National Association (the "*Bank*") (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Bank make a Purchase of Fixed Rate Notes under the Agreement, and in that connection sets forth below the following information relating to such Purchase (the "*Proposed Purchase*"):

1. The Business Day of the Proposed Purchase is _____, 20__ (the "*Purchase Date*"), which is at least five (5) Business Days after the date hereof.
2. The principal amount of the Proposed Purchase of a Fixed Rate Note is \$ _____, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.
3. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Ordinance and the Agreement.
4. The Note Maturity Date shall be _____ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Purchase Date).
5. The interest rate with respect to the Proposed Purchase of a Fixed Rate Note shall be [**the Taxable Fixed Rate or the Tax-Exempt Fixed Rate**].
6. The City will deliver a fully executed Fixed Rate Addendum on _____, 2025, which is not more than four (4) Business Days prior to the proposed Purchase Date.
7. After giving effect to the Proposed Purchase, the aggregate principal amount of all Notes outstanding under the Agreement will not exceed the Available Commitment.

8. The Paying Agent/Registrar is directed to authenticate and deliver a Fixed Rate Note to the Bank, consistent with the instructions herein and the Ordinance, the Agreement, the Paying Agent/Registrar Agreement and the Custodian Agreement.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in Section 6.2 of the Agreement have been satisfied on and as of the date hereof.

DRAFT

The Proposed Purchase shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Wire Instructions]

Very truly yours,

THE CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____

DRAFT

APPENDIX A TO REQUEST FOR PURCHASE OF FIXED RATE NOTE

FIXED RATE ADDENDUM

The City of Austin, Texas (the “City”) has requested that the Bank provide the City with a forward rate commitment (the “Forward Rate”) for the extension of credit by the Bank to the City to be evidenced by the City’s Airport System Subordinate Lien Revolving Revenue Note [(Tax-Exempt – AMT)] [(Taxable)] (the “Note”) described in this Request for Purchase of Fixed Rate Note (the “Request for Purchase”). The Forward Rate is offered at a fixed rate of ___% per annum for a principal amount of not exceeding \$_____ through the Purchase Date. Principal and interest on the Note shall be repaid as provided in the Note Purchase Agreement dated February [___], 2025 (as amended, the “Agreement”), between the City and Wells Fargo Bank, National Association (the “Bank”) and the Ordinance (collectively, the “Financing Documents”). Capitalized terms not defined herein shall have the meaning given such terms in the Agreement.

The Bank hereby commits to the Forward Rate upon the terms and conditions specified herein; *provided, however*, the Bank’s purchase of the Note and the loan to the City evidenced thereby is subject to the terms and conditions of the Agreement. The purchase of the Note must occur on the Purchase Date.

By executing this Fixed Rate Addendum, the City agrees that in the event that, for any reason other than failure by the Bank to satisfy its obligations under the Agreement, the Bank does not purchase the Note on the Purchase Date, the Bank shall not be obligated to provide the Forward Rate and the City shall pay to the Bank the Breakage Fee determined as provided in Schedule A-1 hereto. Such payment by the City shall be made not later than two (2) business days after the Bank gives notice to the City of the amount thereof, setting forth in reasonable detail the basis for the calculation thereof. A certificate by the Bank as to such amount shall, absent manifest error, be conclusive if made in good faith. The City acknowledges and agrees that such amount, if any, represents reasonable compensation for loss of bargain and is not a penalty.

The City agrees that the Bank’s willingness to lock in the Forward Rate in advance of the Purchase Date is sufficient consideration for the City’s agreement to pay the amounts due hereunder, if any. Any amount due hereunder which is not paid when due shall bear interest until paid at the default rate set forth in the Financing Documents.

No modification or waiver of any of the terms of this letter will be valid unless agreed to in writing by the Bank. When accepted, this Fixed Rate Addendum will constitute the entire agreement between the Bank and the City concerning the Forward Rate, and shall supersede all prior and contemporaneous understandings and agreements (written or oral) relating thereto.

To accept this letter, please sign the enclosed copy where indicated below and return it to the Bank no later than the Bank’s close of business on _____, _____. If this letter is not accepted by said date, this letter will automatically terminate without liability or further obligation of the Bank or the City.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

DRAFT

ACCEPTANCE

The City hereby agrees to the above provisions, intending to be legally bound hereby. The City understands that the above provisions may obligate the City to make a significant payment to the Bank in the event the Bank's purchase of the Note does not occur by the Purchase Date, and the amount of any such payment cannot be predicted in advance of such event. The City is fully informed of and is capable of evaluating, and has evaluated, the potential financial risks and benefits and the appropriateness in light of its individual circumstances, of this letter. The City is entering into this letter in reliance only upon its own judgment, and is not relying upon any representations, warranty, views or advice of the Bank.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

DRAFT

SCHEDULE A-1

CALCULATION OF BREAKAGE FEE

The Breakage Fee applicable to non-delivery of the Note, as provided in this Addendum, for any reason, shall be calculated as set forth in this Schedule A-1.

1. Capitalized terms used in this Schedule A-1 and not otherwise defined herein have the meanings assigned thereto in the Financing Documents.

The following defined terms are used in this Schedule A-1:

“*Breakage Fee*” means the premium required to be paid by the City in connection with any Termination, calculated as provided in this Schedule A-1.

“*Calculation Agent*” means Wells Fargo Bank, National Association and its affiliates or such other entity designated by the Bank.

“*Day Count Fraction*” is the anticipated basis on which interest is to be computed on the Note. The Day Count Fraction utilizes a 360-day year and actual days elapsed.

“*Interest Payment Frequency*” is the anticipated frequency of interest payments under the Note. The Interest Payment Frequency is monthly, with interest to be paid on the fifteenth day of each calendar month, commencing on ____ 15, 20__.

“*Maturity Date*” is ____, 20__.

“*Reference Rate*” means ____% per annum.

“*Scheduled Date*” means each date specified on Schedule 1 hereto in the columns labeled Scheduled Date.

“*Termination*” means the failure to deliver and close the purchase of the Note on the Purchase Date for any reason other than the failure of the Bank to satisfy its obligations under the Agreement, in whole or in part.

“*Termination Date*” means the Purchase Date.

2. In connection with any Termination, a premium shall be paid by the City to the Bank if the Breakage Fee is a positive number. No Breakage Fee shall be payable for a Termination if the Breakage Fee for that Termination is a negative number. Breakage Fees will be determined by the Calculation Agent, on the Business Day next preceding the Termination Date, as follows:

“*Breakage Fee*” for any Termination is the difference of:

(i) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Reference Rate times (C) the Day Count Fraction for such Affected Principal Period,

minus

(ii) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Termination Rate, times (C) the Day Count Fraction for such Affected Principal Period,

where:

(1) the Calculation Agent computes such present values by discounting each such series of amounts described in clauses (i) and (ii) above from their respective Scheduled Date to the Termination Date using a series of discount factors corresponding to those Scheduled Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Termination Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts;

(2) the “*Affected Principal Amount*” for an Affected Principal Period is the principal amount of the Note reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the relevant Termination Date by reference to such Schedule of Principal Amounts before giving effect to any Termination on that Termination Date, and for any Termination, multiplying each such principal amount times the Termination Fraction;

(3) the “*Affected Principal Period*” is each period from and including a Scheduled Date to but excluding the next succeeding Scheduled Date; *provided, however*, if the Termination Date is not a Scheduled Date, the initial Affected Principal Period shall be the period from and including the Termination Date to but excluding the next succeeding Scheduled Date and the Affected Principal Amount for such initial Affected Principal Period shall be the amount stated in the Schedule of Principal Amounts Outstanding for the Scheduled Date next preceding the Termination Date;

(4) the “*Termination Fraction*” means, for each Scheduled Date, a fraction the numerator of which is the amount of the credit to be applied pursuant to the applicable provisions of the Agreement to reduce the amount of the payment otherwise due on such date and the denominator of which is the amount of the payment otherwise due on such date (without regard to such credit); and

(5) the “*Termination Rate*” for any Termination Date is the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) swap rate as fixed rate payors matching the terms of the financing in return for receiving SOFR.

3. The Calculation Agent shall determine the Breakage Fee hereunder with respect to each Termination reasonably and in good faith. The Calculation Agent’s determination in good faith shall be conclusive and binding in the absence of manifest error or the City demonstrates that the Calculation Agent has erred or used an unreasonable basis for determination of the Breakage Fee.

DRAFT

EXHIBIT A-3

[FORM OF REQUEST FOR NON-CASH EXCHANGE]

REQUEST FOR NON-CASH EXCHANGE

Wells Fargo Bank, National Association

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

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated as of February [], 2025 (together with any amendments or supplements thereto, the "Agreement"), between the City of Austin, Texas (the "City"), and Wells Fargo Bank, National Association (the "Bank") (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.5(e) of the Agreement, that the Bank make a non-cash exchange of a Note under the Agreement, and in that connection sets forth below the following information relating to such exchange (the "Proposed Non-Cash Exchange"):

1. The Business Day of the Proposed Non-Cash Exchange is _____, 20__ (the "Exchange Date")³, which is the Note Maturity Date of the Note being exchanged and is at **[least three Business Days] [five Business Days]**⁴ after the date hereof.
2. The principal amount of the new Note being issued pursuant to the Proposed Non-Cash Exchange is \$ _____⁵, which is not greater than the Available Commitment as of the Exchange Date set forth in 1 above.
3. The Note Maturity Date of the new Note being issued pursuant to the Proposed Non-Cash Exchange shall be _____ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Exchange Date).
4. The interest rate with respect to the new Note being issued pursuant to the Proposed Non-Cash Exchange shall be **[if a Floating Rate Note: the Tax-Exempt Daily SOFR Rate, the Taxable Daily SOFR Rate, the Tax-Exempt Term SOFR Rate or the Taxable Term SOFR Rate]** **[if a Fixed Rate Note: the Taxable Fixed Rate or the Tax-Exempt Fixed Rate]**.

³ This date should be the Note Maturity Date for the Note being exchanged.

⁴ Insert three Business Days for the exchange of a Floating Rate Note and five for the exchange of a Fixed Rate Note.

⁵ Identical to the principal amount of the Note subject to the exchange.

5. [Include if new Note being issued is a Fixed Rate Note: Attached hereto is a fully-executed Fixed Rate Addendum, containing the Fixed Rate provided by the Bank for the new Fixed Rate Note being issued.]

6. The Paying Agent/Registrar is directed (i) to authenticate and deliver a Note to the Bank and (ii) upon such delivery, cancel the Note being exchanged and deliver such cancelled Note to the order of the City, in each case, consistent with the instructions herein and the Ordinance, the Agreement, the Paying Agent/Registrar Agreement and the Custodian Agreement.

7. **[Include for replacement Tax-Exempt Notes:] [As of the Exchange Date, the City affirms the certifications of the City made in that certain Federal Tax Certificate dated as of _____, 20__ , as if made with respect to the Tax-Exempt Notes that are the subject of this Request for Non-Cash Exchange].**

The submission of this Request for Non-Cash Exchange constitutes a representation and warranty that the conditions specified in Section 6.2 of the Agreement have been satisfied on and as of the date hereof.

THE CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____

EXHIBIT B

[FORM OF NOTICE OF CONVERSION]

NOTICE OF CONVERSION

Wells Fargo Bank, National Association

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

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated as of **February** [___], **2025** (together with any amendments or supplements thereto, the "*Agreement*"), between the City of Austin, Texas (the "*City*"), and Wells Fargo Bank, National Association (the "*Bank*") (the terms defined therein being used herein as therein defined) and hereby gives the Bank notice irrevocably, pursuant to Section 2.3(d) of the Agreement, of the conversion of the interest rate on the Note(s) specified herein, that:

1. The Business Day of the proposed conversion is _____, 20__ (the "*Conversion Date*"), which is at least three Business Days following the date hereof.
2. The aggregate principal amount of the Note(s) to be converted is \$_____ and the Note Maturity Date of the Note(s) to be converted is _____.
3. The Note(s) to be converted is/are [**Daily Floating Note(s)**][**Monthly Floating Notes**].
4. The Note(s) is/are to be converted into [**Monthly Floating Note(s)**] [**Daily Floating Note(s)**].
5. Pursuant to the terms of the Agreement, no new Note shall be delivered by the Paying Agent/Registrar to the Bank in connection with the conversion subject to this notice.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the proposed conversion date, before and after giving effect thereto and to the application of the proceeds therefrom:

- (a) the representations and warranties of the City set forth in Article V of the Agreement and in each Program Document are true and correct in all material respects on the date hereof, as if made on the date hereof; and
- (b) no Default or Event of Default shall have occurred and be continuing as of such date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Conversion as of the _____ day of _____, _____.

THE CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

February [__], 2025

Wells Fargo Bank, National Association

Ladies and Gentlemen:

Reference is made to the Note Purchase Agreement dated as of **February [__], 2025** (together with any amendments or supplements thereto, the "*Agreement*") between the City of Austin, Texas (the "*City*"), and Wells Fargo Bank, National Association (the "*Bank*"). All terms defined in the Agreement are used herein as defined therein.

The City hereby requests, pursuant to Section 2.10 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by ____ to _____, _____. Pursuant to such Section 2.10, we have enclosed with this request the following information:

1. a reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. confirmation that all representations and warranties of the City as set forth in Article V of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and
3. any other pertinent information previously requested by the Bank.

The Bank is asked to notify the City of its decision with respect to this request within 30 days of the date of receipt hereof. If the Bank fails to notify the City of the Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

THE CITY OF AUSTIN, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT D

[FORM OF NOTICE OF TERMINATION]

NOTICE OF TERMINATION

The City of Austin, Texas

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

Ladies and Gentlemen:

We refer to the Note Purchase Agreement dated as of **February [__], 2025** (together with any amendments or supplements thereto, the "*Agreement*"), between the City of Austin, Texas (the "*City*"), and the undersigned, [Bank]. Any term below that is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 8.1[**insert relevant clause**] of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment is hereby reduced to \$0.00 and the Bank has no further obligation to purchase Notes under the Agreement; and
2. The Commitment is terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the ____ day of _____, 20__.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Name: _____

Title: _____

EXHIBIT E

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

February [__], 2025

Wells Fargo Bank, National Association

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

Ladies and Gentlemen:

Re: Note Purchase Agreement dated as of February [__], 2025

The City of Austin, Texas (the “*City*”), through its undersigned, an Authorized Representative, hereby certifies to Wells Fargo Bank, National Association (the “*Bank*”), with reference to the Note Purchase Agreement dated as of February [__], 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between the City and the Bank (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[(1) The City hereby informs you that the Commitment is terminated in accordance with the Agreement.]

OR

[(1) The City hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Notice] to [insert new amount], such reduction to be effective on _____.]

IN WITNESS WHEREOF, the City has executed and delivered this Notice this _____ day of _____, _____.

THE CITY OF AUSTIN, TEXAS

By _____

Name: _____

Title: _____

DRAFT

EXHIBIT F

[FORM OF NOTICE OF REDUCTION]

NOTICE OF REDUCTION

February [__], 2025

The City of Austin, Texas

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

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.7(a) of the Note Purchase Agreement dated as of February [__], 2025, between the City of Austin, Texas and Wells Fargo Bank, National Association (the “*Bank*”), and the City’s notice of reduction dated as of _____, 20__, the Available Commitment is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on _____.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Name: _____

Title: _____

DRAFT

EXHIBIT G

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

February [__], 2025

The City of Austin, Texas

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

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.10 of the Note Purchase Agreement dated as of February [__], 2025, between the City of Austin, Texas and the undersigned, Wells Fargo Bank, National Association (the "*Bank*"), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended ____ to _____, _____. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article V of the Agreement and each other Program Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Name: _____

Title: _____

DRAFT

Acknowledged as of _____, _____ by

THE CITY OF AUSTIN, TEXAS

By _____

Name: _____

Title: _____

DRAFT

EXHIBIT H

FORM OF INVESTOR LETTER

INVESTOR LETTER

_____, 20__

City of Austin, Texas

Re: \$ _____
City of Austin, Texas, Airport System Subordinate Lien
Revolving Revenue Notes

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced notes (the “Notes”), dated their date of issuance. The Notes were issued under and secured in the manner set forth pursuant to (i) Ordinance No. 2024____-____ adopted by the City Council of the City on **[January 30]**, 2025 (the “Ordinance”), authorizing the issuance of Program Notes from time to time pursuant to the Note Program established thereby. Wells Fargo Bank, National Association (the “Bank,” the “undersigned,” “us” or “we,” as applicable) is purchasing the Notes pursuant to a Note Purchase Agreement dated as of the date hereof, between the City and the Bank. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the securities laws of any state nor has the Ordinance been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, and (ii) will not be listed on any securities exchange.
2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations,

to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.

4. The Bank is a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, and is able to bear the economic risks of such investment.

5. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The undersigned has made its own inquiry and analysis with respect to the City, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

6. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

7. The Notes are being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Bank reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Bank shall be in accordance with Section 9.2 of the Agreement.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

I, the undersigned officer of Wells Fargo Bank, National Association (the “*Bank*”), make these certifications in connection with the \$[] City of Austin, Texas, Airport System Subordinate Lien Revolving Revenue Note (Tax-Exempt – AMT), dated [] (the “*Tax-Exempt Note*”) issued pursuant to the Ordinance adopted by City Council of the City of Austin, Texas (the “*City*”) on January 30, 2025, and that certain Note Purchase Agreement, dated as of February [], 2025, between the City and the Bank. Each capitalized term used but not defined herein has the meaning or is the amount, as the case may be, specified for such term in the Federal Tax Certificate prepared in connection with the Tax-Exempt Note (the “*Federal Tax Certificate*”).

1. I hereby certify as follows in good faith as of the Issue Date of the Tax-Exempt Note:

(a) I am the duly chosen, qualified and acting officer of the Bank for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Bank. I am the officer of the Bank charged, along with other officers of the Bank, with responsibility for the Tax-Exempt Note.

(b) The Bank is not acting as an Underwriter with respect to the Tax-Exempt Note. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Tax-Exempt Note (or any portion of the Tax-Exempt Note or any interest in the Tax-Exempt Note). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Tax-Exempt Note and the Bank has not agreed with the City pursuant to a written agreement to sell the Tax-Exempt Note to persons other than the Bank or a Related Party to the Bank.

(c) The Bank has purchased the Tax-Exempt Note from the City for an aggregate purchase price of \$, which price includes no amount of Pre-Issuance Accrued Interest.

2. For purposes of this Issue Price Certificate, the following definitions apply:

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

(b) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the

partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Tax-Exempt Note to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Tax-Exempt Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Bank’s interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Tax-Exempt Note, and by Bracewell LLP in connection with rendering its opinion that the interest on the Tax-Exempt Note is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the City from time to time relating to the Tax-Exempt Note.

[EXECUTION PAGE FOLLOWS]

EXECUTED as of this ____ day of _____, 20__.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT J

FORM OF REQUEST FOR TERM NOTES

[Date]

Wells Fargo Bank, National Association

[Address]

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

\$150,000,000 Note Purchase Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Note Purchase Agreement dated as of February [], 2025 (as amended, the “*Agreement*”), between the City and the Bank (any capitalized terms used herein and not defined shall have its respective meaning as set forth in the Agreement).

The City hereby requests, pursuant to Section 4.2 of the Agreement, that the Notes outstanding on the Note Maturity Date be payable as provided in Article IV of the Agreement.

In connection with such request, the City hereby represents and warrants that on the 30th day preceding the Commitment termination date (a) the representations and warranties contained in Article V of the Agreement are true and correct in all material respects as of such date, and (b) no event has occurred and is continuing, which constitutes a Default or Event of Default.

Very truly yours,

THE CITY OF AUSTIN, TEXAS

By _____

Name: _____

Title: _____