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Bonds, the KBC LOC will be delivered for the Subseries 2005-3 Bonds, and the Royal Bank LOC will be delivered for the Subseries 2005-4 Bonds.

(F) The City hereby determines that the JPMorgan LOCs, the KBC LOC and the Royal Bank LOC each constitute a Credit Agreement, a Direct-Pay Credit Facility and a Liquidity Facility for purposes of the Authorizing Ordinance.

(G) In connection with the delivery of the Alternate LOCs, the city council finds it necessary to authorize the execution and delivery of the following letter of credit and reimbursement agreements: (1) a Letter of Credit and Reimbursement Agreement, dated June 1, 2011 (JPMorgan Reimbursement Agreement), between the City and JPMorgan Chase Bank, National Association (JPMorgan), (2) a Letter of Credit and Reimbursement Agreement, dated June 1, 2011 (KBC Reimbursement Agreement), between the City and KBC Bank, N.V., acting through its New York Branch (KBC), and (3) a Letter of Credit and Reimbursement Agreement, dated June 1, 2011 (Royal Bank Reimbursement Agreement), between the City and Royal Bank of Canada (Royal Bank), acting through its WFC, New York, Branch (collectively, the Reimbursement Agreements).

(H) In connection with the delivery of the Alternate LOCs, the city council also finds it necessary to authorize the execution and delivery of the following bank fee agreements: (1) a Bank Fee Agreement, dated June 1, 2011 (JPMorgan Fee Agreement), between the City and JPMorgan, (2) a Bank Fee Agreement, dated June 1, 2011 (KBC Fee Agreement), between the City and KBC and (3) a Bank Fee Agreement, dated June 1, 2011 (Royal Bank Fee Agreement), between the City and Royal Bank, acting through its WFC, New York, Branch.

(I) In connection with the delivery of the Alternate LOCs, the city council also finds it necessary to authorize the execution and delivery of an Insurance Policy Cancellation Agreement, dated June 1, 2011 (Cancellation Agreement), by and among the City, Wells Fargo Bank, N.A., as paying agent/registrar (Paying Agent/Registrar) and as tender agent (Tender Agent), JPMorgan, KBC, Royal Bank, acting through its WFC, New York, Branch and Assured Guaranty, relating to the Bond Insurance Policy and the Debt Service Reserve Fund Surety Policy.

(J) In connection with the delivery of the Alternate LOCs, the city council also finds it necessary to authorize the execution and delivery of the Agreement Regarding Insured Swap Transaction, dated June 1, 2011 (Swap Agreement), between the City and Assured Guaranty, relating to the Series 2005 Swap Agreement.

(K) In connection with the delivery of the Alternate LOCs, the city council also finds it necessary to amend the terms and provisions of the Authorizing Ordinance.

(L) In connection with the amendments to the Authorizing Ordinance, the city council also finds it necessary to authorize the amendment of the Tender Agency Agreement, dated May 1, 2008, between the City and the Tender Agent, to be effected by the execution and delivery of an Amended and Restated Tender Agency Agreement, dated as of June 1, 2011 (Amended Tender Agency Agreement), between the City and the Tender Agent.

(M) The Authorizing Ordinance requires the mandatory tender for purchase of the Bonds upon the expiration and replacement of the Dexia Liquidity Facility.

(N) In connection with the mandatory tender of the Bonds, the city council also finds it necessary to approve and authorize the use of a Secondary Market Information Circular for the remarketing of the Bonds.

(O) The City is authorized to cause the delivery of the Alternate LOCs and to authorize, execute, and deliver the Reimbursement Agreements pursuant to Chapter 1371, Texas Government Code.

## **PART 2. AUTHORIZATION.**

(A) The City authorizes, ratifies, and approves the replacement of the Dexia Liquidity Facility with the Alternate LOCs. The Mayor, any designee of the Mayor, the city manager, any designee of the city manager, the chief financial officer of the City, the city clerk, the deputy city clerk, the Aviation Director and the city treasurer (each, an Authorized Officer, and collectively, Authorized Officers) are authorized and directed to take all actions necessary or desirable to effect the delivery of the Alternate LOCs for the Bonds in accordance with the provisions of the Authorizing Ordinance and this ordinance at the times and in the manner as they decide are appropriate.

(B) The city council authorizes the negotiation, execution, and delivery of (1) the JPMorgan Reimbursement Agreement in substantially the form attached as Exhibit A-1 and (2) the JPMorgan Fee Agreement in substantially the form attached as Exhibit B-1. Each Authorized Officer is authorized to execute and deliver the JPMorgan Reimbursement Agreement and the JPMorgan Fee Agreement, with any changes as may be approved by an Authorized Officer. The execution of the JPMorgan Reimbursement Agreement and the JPMorgan Fee Agreement will be conclusive evidence the City approved each of these documents.

(C) The city council authorizes the negotiation, execution, and delivery of (1) the KBC Reimbursement Agreement in substantially the form attached as Exhibit A-2 and (2) the KBC Fee Agreement in substantially the form attached as Exhibit B-2. Each Authorized Officer is authorized to execute and deliver the KBC Reimbursement Agreement and the KBC Fee Agreement, with any changes as may be approved by an Authorized Officer. The execution of the KBC Reimbursement Agreement and the KBC Fee Agreement will be conclusive evidence the City approved each of these documents.

(D) The city council authorizes the negotiation, execution, and delivery of (1) the Royal Bank Reimbursement Agreement in substantially the form attached as Exhibit A-3 and (2) the Royal Bank Fee Agreement in substantially the form attached as Exhibit B-3. Each Authorized Officer is authorized to execute and deliver the Royal Bank Reimbursement Agreement and the Royal Bank Fee Agreement, with any changes as may be approved by an Authorized Officer. The execution of the Royal Bank Reimbursement Agreement and the Royal Bank Fee Agreement will be conclusive evidence the City approved each of these documents.

(E) The city council authorizes the negotiation, execution, and delivery of the Cancellation Agreement in substantially the form attached as Exhibit C. Each Authorized Officer is authorized to execute and deliver the Cancellation Agreement with any changes as may be approved by an Authorized Officer. The execution of the Cancellation Agreement will be conclusive evidence the City approved such document.

(F) The city council authorizes the negotiation, execution, and delivery of the Swap Agreement in substantially the form attached as Exhibit D. Each Authorized Officer is authorized to execute and deliver the Swap Agreement with any changes as may be approved by an Authorized Officer. The execution of the Swap Agreement will be conclusive evidence the City approved such document.

(G) The city council authorizes the negotiation, execution, and delivery of the Amended Tender Agency Agreement in substantially the form attached as Exhibit E. Each Authorized Officer is authorized to execute and deliver the Amended Tender Agency Agreement, with such changes as may be approved by an Authorized Officer. The execution of the Amended Tender Agency Agreement is conclusive evidence the City approved such document.

(H) The city council authorizes, ratifies, and approves the preparation, distribution, and use of the Secondary Market Information Circular in substantially the form attached as Exhibit F. To the extent required, the Secondary Market

Information Circular is “final” as of its date for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission.

(I) The Paying Agent/Registrar and the Tender Agent are authorized and directed to take all actions and give all notices as may be necessary or desirable to effect the delivery of the Alternate LOCs and all other actions authorized by this ordinance.

### **PART 3. AMENDMENT OF AUTHORIZING ORDINANCE.**

(A) Section 2.01 of the Authorizing Ordinance is amended by adding the following defined terms:

#### **Bond Insurer Event of Default.**

The term “Bond Insurer Event of Default” shall mean and include the occurrence of one or more of the following events:

(a) any principal or interest evidenced by the Bonds (including Bank Bonds) is not paid by the Bond Insurer when, as, and in the amounts required to be paid pursuant to the terms of the Bond Insurance Policy; or

(b) (i) any material provision of the Bond Insurance Policy relating to the obligation of the Bond Insurer to make payments of principal and interest thereunder at any time for any reason ceases to be valid and binding on the Bond Insurer in accordance with the terms of the Bond Insurance Policy or the New York Department of Insurance or a court or other governmental authority of appropriate jurisdiction finds or rules or enters an order, judgment or decree that the Bond Insurance Policy is not valid and binding on the Bond Insurer or (ii) the Bond Insurer (A) claims in writing that the Bond Insurance Policy is not valid and binding on the Bond Insurer, (B) repudiates the Bond Insurer’s obligations under the Bond Insurance Policy or (C) initiates legal proceedings seeking an adjudication that the Bond Insurance Policy or any material provision thereof regarding the payment of principal or interest on Bonds (including Bank Bonds) is not valid and binding on the Bond Insurer; or

(c) a proceeding is instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect to the Bond Insurer or for any substantial part of its property under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect,

183 or for the appointment of a receiver, liquidator, assignee, custodian,  
184 trustee or sequestrator (or other similar official) and such proceeding  
185 has not been dismissed within ninety (90) days or such court enters an  
186 order granting the relief sought in such proceeding; or the New York  
187 Department of Insurance declares a moratorium on the payment of the  
188 Bond Insurer's debts, or the Bond Insurer commences a voluntary  
189 case under any applicable bankruptcy, insolvency or other similar law  
190 now or hereafter in effect, consents to the entry of an order for relief  
191 in an involuntary case under any such law or consents to the  
192 appointment of or taking possession by a receiver, liquidator,  
193 assignee, trustee, custodian or sequestrator (or other similar official)  
194 of the Bond Insurer or for any substantial part of its property, or  
195 makes a general assignment for the benefit of creditors, or fails  
196 generally to pay its debts (provided that for purposes of this  
197 definition, "debts" shall not include any obligation of the Bond  
198 Insurer under any insurance policy or surety bond) as they become  
199 due, or an order for rehabilitation, liquidation or dissolution of the  
200 Bond Insurer is issued.

201 Cancellation Agreement.

202 The term "Cancellation Agreement" shall mean (i) that certain  
203 Insurance Policy Cancellation Agreement dated as of June 1, 2011, by  
204 and among the City, the Paying Agent/Registrar, the Tender Agent,  
205 JPMorgan Chase Bank, National Association, KBC Bank, N.V.,  
206 acting through its New York Branch, Royal Bank of Canada, acting  
207 through its WFC, New York, Branch, and the Bond Insurer, or (ii)  
208 such other agreement as may be entered into and in effect from time  
209 to time, by and among the City, the Paying Agent/Registrar, the  
210 Tender Agent, the Bond Insurer and one or more Credit Facility  
211 Issuers, relating to the termination or cancellation of the Bond  
212 Insurance Policy.

213 (B) The first paragraph of Section 3.06 of the Authorizing Ordinance is  
214 amended by adding the following sentence at the end of such paragraph:

215 Upon the cancellation of the Bond Insurance Policy pursuant to the  
216 terms of the Cancellation Agreement, the Paying Agent/Registrar  
217 shall exchange all such Bonds covered by the Bond Insurance Policy  
218 and shall authenticate and deliver to DTC in exchange therefor, new  
219 Bonds that do not bear any legend or statement regarding the Bond  
220 Insurance Policy, registered in the name of Cede & Co., in authorized

denominations and of the same maturity and aggregate principal amount of the Bonds so tendered.

(C) The sixth paragraph of the form of Bond set forth in Section 4.02(a) of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

The Bonds were issued by the City for the purposes of obtaining funds to refund certain airport system revenue bonds of the City defined in the Ordinance as the “Refunded Bonds”, under and pursuant to Chapter 1207 and Chapter 1371, Texas Government Code, as amended, and Chapter 22, Texas Transportation Code, as amended, and all other applicable law, and to pay the City’s costs incurred in connection with the issuance of the Bonds.

(D) The form of Bond set forth in Section 4.02(a) of the Authorizing Ordinance is amended by adding the following new paragraph immediately following the seventh paragraph thereof:

This Bond is also secured by all moneys drawn by the Paying Agent/Registrar under any Credit Facility which may be in effect from time to time with respect to the Bonds. In addition, the City may replace any Credit Facility with an Alternate Credit Facility as described in the Ordinance, in which event, subject to certain limitations set forth in the Ordinance, this Bond shall be subject to mandatory tender and purchase.

(E) Section 4.05 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

Section 4.05 CREDIT ENHANCEMENT. The Bonds, including the Initial Bonds, may bear an appropriate legend, as provided by any Credit Provider.

(F) Subsection (b) of Section 7.09 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

(b) During any such time that the Bond Insurance Policy is in effect with respect to the Bonds, prior to the defeasance of any Bonds, (i) the City shall cause to be delivered to the Bond Insurer (A) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be reasonably acceptable to the Bond Insurer (“Accountant”) verifying the sufficiency of the escrow established to pay such Bonds in full on the

257        respective maturity or redemption date (“Verification”), (B) an  
258        escrow agreement (which shall be reasonably acceptable in form and  
259        substance to the Bond Insurer), and (C) an opinion of nationally  
260        recognized bond counsel to the effect that such Bonds are no longer  
261        “Outstanding” under this Ordinance, (ii) each Verification and  
262        defeasance opinion shall be addressed to the City and the Bond  
263        Insurer and shall be reasonably acceptable in form and substance to  
264        the Bond Insurer, and (iii) the Bond Insurer shall be provided with  
265        final drafts of the above-referenced documentation not less than five  
266        (5) Business Days prior to the funding of the escrow fund.

267        (G) Section 8.02 of the Authorizing Ordinance is deleted in its entirety  
268        and replaced with the following:

269                Section 8.02 QUALIFICATIONS.                Each        Paying  
270        Agent/Registrar shall be a commercial bank or a trust company  
271        organized under the laws of the State of Texas or the United States of  
272        America, or any other entity duly qualified and legally authorized to  
273        serve as and perform the duties and services of paying agent and  
274        registrar for the Bonds. Notwithstanding any other provision of this  
275        Article Eight to the contrary, so long as a Credit Agreement is in  
276        effect with respect to the Bonds and such Credit Agreement  
277        constitutes both a Credit Facility and a Liquidity Facility, the entity  
278        serving as Paying Agent/Registrar for the Bonds shall also serve as  
279        Tender Agent for the Bonds.

280        (H) The second paragraph of Section 12.01 of the Authorizing Ordinance  
281        is deleted in its entirety.

282        (I) Subsection (d) of Section 12.02 of the Authorizing Ordinance is  
283        deleted in its entirety and replaced with the following:

284                (d) Claims Upon the Bond Insurance Policy and payments  
285        by and to the Bond Insurer.

286        If, by 12:00 noon, New York City time, on the Business Day prior to  
287        the related scheduled interest payment date or principal payment date  
288        (“Payment Date”) there is not on deposit with the Paying  
289        Agent/Registrar, after making all transfers and deposits required  
290        under this Ordinance (including drawing on any Direct-Pay Credit  
291        Facility), moneys sufficient to pay the principal of and interest on the  
292        Bonds (other than Bank Bonds and Bonds paid by the Banks, as  
293        provided for in the last two paragraphs of this Section) due on such



294 Payment Date, the Paying Agent/Registrar shall make a claim under  
295 the Bond Insurance Policy and give notice to the Bond Insurer and to  
296 its designated agent (if any) (the “Bond Insurer’s Fiscal Agent”) by  
297 telephone or telecopy of the amount of such deficiency, including the  
298 allocation of such deficiency between the amount required to pay  
299 interest on the Bonds and the amount required to pay principal of the  
300 Bonds, confirmed in writing to the Bond Insurer and the Bond  
301 Insurer’s Fiscal Agent by 1:00 p.m., New York City time, on such  
302 Business Day by filling in the form of Notice of Claim and Certificate  
303 delivered with the Bond Insurance Policy.

304 In the event the claim to be made is for a mandatory sinking fund  
305 redemption installment, upon receipt of the moneys due, the Paying  
306 Agent/Registrar shall authenticate and deliver to affected Owners who  
307 surrender their Bonds a new Bond or Bonds in an aggregate principal  
308 amount equal to the unredeemed portion of the Bond surrendered. The  
309 Paying Agent/Registrar shall designate any portion of payment of  
310 principal on Bonds paid by the Bond Insurer, whether by virtue of  
311 mandatory sinking fund redemption, maturity or other advancement  
312 of maturity, on its books as a reduction in the principal amount of  
313 Bonds registered to the then current Owner, whether DTC or its  
314 nominee or otherwise, and shall issue a replacement Bond to the Bond  
315 Insurer, registered in the name of Assured Guaranty Municipal Corp.,  
316 in a principal amount equal to the amount of principal so paid  
317 (without regard to authorized denominations); provided that the  
318 Paying Agent/Registrar’s failure to so designate any payment or issue  
319 any replacement Bond shall have no effect on the amount of principal  
320 or interest payable by the City on any Bond or the subrogation rights  
321 of the Bond Insurer.

322 The Paying Agent/Registrar shall keep a complete and accurate record  
323 of all funds deposited by the Bond Insurer into the Policy Payments  
324 Account (defined below) and the allocation of such funds to payment  
325 of interest on and principal paid in respect of any Bond. The Bond  
326 Insurer shall have the right to inspect such records at reasonable times  
327 upon reasonable notice to the Paying Agent/Registrar.

328 Upon payment of a claim under the Bond Insurance Policy the Paying  
329 Agent/Registrar shall establish a separate special purpose trust  
330 account for the benefit of Bondholders referred to herein as the  
331 “Policy Payments Account” and over which the Paying  
332 Agent/Registrar shall have exclusive control and sole right of  
333 withdrawal. The Paying Agent/Registrar shall receive any amount

334 paid under the Bond Insurance Policy in trust on behalf of  
335 Bondholders and shall deposit any such amount in the Policy  
336 Payments Account and distribute such amount only for purposes of  
337 making the payments for which a claim was made. Such amounts  
338 shall be disbursed by the Paying Agent/Registrar to Bondholders in  
339 the same manner as principal and interest payments are to be made  
340 with respect to the Bonds under the sections hereof regarding payment  
341 of Bonds. It shall not be necessary for such payments to be made by  
342 checks or wire transfers separate from the check or wire transfer used  
343 to pay debt service with other funds available to make such payments.  
344 Amounts held by the Paying Agent/Registrar in the Policy Payments  
345 Account shall not constitute Gross Revenues or Net Revenues under  
346 the Ordinance. Notwithstanding anything to the contrary otherwise  
347 set forth in this Ordinance, and to the extent permitted by law and  
348 subject to the appropriation thereof by the City from the Debt Service  
349 Fund, in the event amounts paid under the Bond Insurance Policy are  
350 applied to claims for payment of principal of or interest on the Bonds,  
351 interest on such principal of and interest on such Bonds shall accrue  
352 and be payable from the date of such payment at the greater of (i) the  
353 per annum rate of interest, publicly announced from time to time by  
354 JPMorgan Chase Bank or its successor at its principal office in the  
355 City of New York, as its prime or base lending rate plus 3%, and (ii)  
356 the then applicable rate of interest on the Bonds provided that in no  
357 event shall such rate exceed the maximum rate permissible under  
358 applicable usury or similar laws limiting interest rates.

359 Funds held in the Policy Payments Account shall not be invested by  
360 the Paying Agent/Registrar and may not be applied to satisfy any  
361 costs, expenses or liabilities of the Paying Agent/Registrar. Any funds  
362 remaining in the Policy Payments Account following a Bond payment  
363 date shall promptly be remitted to the Bond Insurer.

364 Notwithstanding the provisions of this Section 12.02(d) to the  
365 contrary, if the Paying Agent/Registrar determines that there will not  
366 be moneys in the funds and accounts established under this Ordinance  
367 in an amount sufficient to pay principal of or interest on Bank Bonds  
368 when due, the Paying Agent/Registrar shall not notify the Bond  
369 Insurer and seek payment of such amounts under the Bond Insurance  
370 Policy on behalf of the related Liquidity Facility Issuer unless directed  
371 to so in writing by such Liquidity Facility Issuer within sixty (60)  
372 days after such principal or interest was due. If a Liquidity Facility  
373 Issuer does not direct the Paying Agent/Registrar to seek payment of

374 such principal or interest within sixty (60) days after such payment  
375 was due, such Liquidity Facility Issuer shall be deemed to have  
376 waived its right to seek payment of such amounts under the Bond  
377 Insurance Policy.

378 In the event a payment is made under a Direct-Pay Credit Facility to  
379 pay scheduled principal of or interest on the Bonds and such payment  
380 is not reimbursed to the related Credit Facility Issuer within five (5)  
381 Business Days after such payment is made by such Credit Facility  
382 Issuer, the Paying Agent/Registrar, if directed to do so in writing by  
383 the related Credit Facility Issuer, may seek payment of such amounts  
384 under the Bond Insurance Policy on behalf of such Credit Facility  
385 Issuer to the extent provided by the Bond Insurance Policy. Upon  
386 payment of such amounts by the Bond Insurer, the Bonds shall  
387 continue to be outstanding for all purposes hereof and the Bond  
388 Insurer shall be entitled to exercise all subrogation rights granted to it  
389 pursuant to Section 12.02(e) hereof. If the Liquidity Facility Issuer  
390 does not direct the Paying Agent/Registrar to seek payment of such  
391 principal or interest within sixty (60) days after such payment was  
392 due, the Liquidity Facility Issuer shall be deemed to have waived its  
393 right to seek payment of such amounts under the Bond Insurance  
394 Policy.

395 (J) Subsection (f) of Section 12.02 of the Authorizing Ordinance is  
396 deleted in its entirety and replaced with the following:

397 (f) To the extent permitted by law and subject to the  
398 appropriation thereof by the City from the Administrative Expense  
399 Fund, the City shall pay or reimburse the Bond Insurer, as an  
400 Administrative Expense solely from the Administrative Expense  
401 Fund, any and all charges, fees, costs and expenses which the Bond  
402 Insurer may reasonably pay or incur in connection with (i) the  
403 administration, enforcement, defense or preservation of any rights or  
404 security in any Related Document, (ii) the pursuit of any remedies  
405 under the Ordinance or any other Related Document or otherwise  
406 afforded by law or equity, (iii) any amendment, waiver or other action  
407 with respect to, or related to, the Ordinance or any other Related  
408 Document whether or not executed or completed, (iv) the violation by  
409 the Issuer of any law, rule or regulation, or any judgment, order or  
410 decree applicable to it or (v) any litigation or other dispute in  
411 connection with the Ordinance or any other Related Document or the  
412 transactions contemplated thereby, other than amounts resulting from  
413 the failure of the Bond Insurer to honor its obligations under the Bond

Insurance Policy; provided, that any obligation of the City to pay or reimburse the Bond Insurer for any fees, costs and expenses which the Bond Insurer may pay or incur in connection with the cancellation or termination of the Bond Insurance Policy shall be governed by the terms of the Cancellation Agreement. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Ordinance or any other Related Document.

(K) Subsection (h) of Section 12.03 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

(h) **Remarketing of Tendered Bonds.** With respect to Bonds in a Daily Rate Mode, Weekly Rate Mode or Term Mode, Bonds shall be remarketed at par. If the Remarketing Agent fails to set an interest rate on the Bonds for two consecutive weeks, the rate shall equal the SIFMA Swap Index. The Remarketing Agent shall be required to use its best efforts to remarket the Bonds at all times other than following an event triggering any termination or expiration of the Liquidity Facility. Other grounds for suspension of remarketing must be acceptable to the Bond Insurer.

(L) The Authorizing Ordinance is amended by adding a new Section 12.05 to read as follows:

Section 12.05 BOND INSURER EVENT OF DEFAULT;  
CANCELLATION OF BOND INSURANCE POLICY.

(a) **NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDINANCE TO THE CONTRARY, (I) ALL PROVISIONS SET FORTH IN THIS ARTICLE TWELVE AND ANY AND ALL TERMS AND PROVISIONS CONTAINED ELSEWHERE IN THIS ORDINANCE GIVING TO THE BOND INSURER THE RIGHT OF CONSENT OR THE RIGHT TO DIRECT REMEDIES OR THE RIGHT TO DIRECT ANY OTHER PROCEEDING HEREUNDER SHALL BE EFFECTIVE ONLY SO LONG AS A BOND INSURER EVENT OF DEFAULT HAS NOT OCCURRED, AND (II) IN THE EVENT THE BOND INSURANCE POLICY IS NO LONGER IN EFFECT ALL REFERENCES HEREIN TO THE BOND INSURER AND THE BOND INSURANCE POLICY AND ALL TERMS AND PROVISIONS OF THIS ORDINANCE FOR THE BENEFIT OF THE BOND INSURER SHALL BE A NULLITY**

452 AND HAVE NO FORCE OR EFFECT; PROVIDED,  
453 HOWEVER, THAT THE RIGHTS OF THE BOND INSURER  
454 DERIVED THROUGH SUBROGATION PURSUANT TO THE  
455 FIRST SENTENCE OF SECTION 12.02(e) HEREOF SHALL  
456 REMAIN IN FULL FORCE AND EFFECT; PROVIDED  
457 FURTHER, HOWEVER, THAT IN THE EVENT THE BOND  
458 INSURANCE POLICY IS CANCELLED OR TERMINATED,  
459 THE RIGHTS OF THE BOND INSURER TO BE  
460 REIMBURSED BY THE CITY PURSUANT TO SECTION  
461 12.02(f) HEREOF FOR ANY CHARGES, FEES, COSTS AND  
462 EXPENSES SPECIFIED IN SUCH SECTION 12.02(f) THAT  
463 WERE INCURRED BY THE BOND INSURER PRIOR TO THE  
464 EFFECTIVE DATE OF THE CANCELLATION OR  
465 TERMINATION OF THE BOND INSURANCE POLICY  
466 SHALL REMAIN IN FULL FORCE AND EFFECT.

467 (b) NO BREACH, DEFAULT OR EVENT OF  
468 DEFAULT SHALL EXIST OR BE DEEMED TO EXIST  
469 UNDER THIS ORDINANCE BY VIRTUE OF THE  
470 CANCELLATION OR TERMINATION OF THE BOND  
471 INSURANCE POLICY.

472 (M) The definition of “BMA Index” set forth in Section A-101 of the  
473 Authorizing Ordinance is deleted in its entirety.

474 (N) Section A-101 of the Authorizing Ordinance is amended by adding  
475 the following defined terms:

476 **Redemption Price** means, when used with respect to a Bond  
477 and if not specified in the Ordinance, the principal amount of such  
478 Bond plus the applicable premium specified in a Pricing Certificate, if  
479 any, payable upon redemption thereof, plus interest accrued to the  
480 Redemption Date.

481 **SIFMA Swap Index** means, on any date, a rate determined on  
482 the basis of the seven-day high grade market index of tax-exempt  
483 variable rate demand obligations, as produced by Municipal Market  
484 Data and published or made available by the Securities Industry &  
485 Financial Markets Association (formerly the Bond Market  
486 Association) (“SIFMA”) or any Person acting in cooperation with or  
487 under the sponsorship of SIFMA and acceptable to the Paying  
488 Agent/Registrar and effective from such date.

(O) The following defined terms in Section A-101 of the Authorizing Ordinance are amended and restated to read as follows:

**Alternate Rate** means, on any Rate Determination Date, the SIFMA Swap Index or if the SIFMA Swap Index is no longer published, an index or a rate selected or determined by the City with the consent of the Insurer and the Credit Facility Issuer, which consent shall not be unreasonably withheld.

**Credit Facility** means any letter of credit, standby bond purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument, or any agreement relating to the reimbursement of any payment thereunder (or any combination of the foregoing), which is obtained by the City and is issued by a financial institution, insurance provider or other Person and which provides security or liquidity in respect of any Bond (but excluding, for purposes of this Appendix A, any Liquidity Facility as defined below) which is obtained by the City pursuant to Section A-501 hereof and that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of principal of and interest on the Bonds of a subseries becoming due and payable during the term thereof, as the same may be amended or supplemented from time to time.

**Liquidity and Credit Amount** means at any time:

(i) in the case of a Credit Facility and/or a Liquidity Facility that is not also a Direct-Pay Credit Facility and with respect to (a) the Bonds of a subseries bearing interest at the Daily Rate or Weekly Rate, an amount to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of the Bonds of the Series then Outstanding plus an interest amount equal to 35 days' interest thereon calculated at the Maximum Rate on the basis of a 365 day year for the actual number of days elapsed; and (b) the Bonds of a subseries in the Term Rate Mode, an amount equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of such Bonds then Outstanding plus an interest amount equal to 187 days' interest thereon calculated at the then applicable Term Rate, and with respect to both clauses (a) and (b), such other interest amount as may be required by any Rating Agency at the time of delivery of such Credit Facility and/or Liquidity Facility; and

(ii) in the case of a Credit Facility and/or a Liquidity Facility that is also a Direct-Pay Credit Facility and with respect to (a) the Bonds of a subseries bearing interest at the Daily Rate or Weekly Rate, an amount to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of the Bonds of the Series then Outstanding plus an interest amount equal to 45 days' interest thereon calculated at the Maximum Rate on the basis of a 365 day year for the actual number of days elapsed; and (b) the Bonds of a subseries in the Term Rate Mode, an amount equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of such Bonds then Outstanding plus an interest amount equal to 197 days' interest thereon calculated at the then applicable Term Rate, and with respect to both clauses (a) and (b), such other interest amount as may be required by any Rating Agency at the time of delivery of such Credit Facility and/or Liquidity Facility.

**Purchase Price** means an amount equal to the principal amount of any Bond of a subseries purchased on any Purchase Date or Mandatory Purchase Date, plus, unless the Purchase Date or Mandatory Purchase Date for such Bond is also an Interest Payment Date, accrued interest to the Purchase Date or Mandatory Purchase Date, as the case may be.

**Rating Agencies** means Fitch, Moody's and S&P, or such other nationally recognized securities rating agencies selected by the City and then rating the Bonds at the request of the City.

**Remarketing Agreement** means the remarketing agreement entered into between the City and the Remarketing Agent with respect to the Bonds of a subseries pursuant to which the Remarketing Agent has agreed to use its best efforts to remarket the Bonds of such subseries on any Purchase Date or Mandatory Purchase Date at a price of not less than 100% of the principal amount thereof.

**Termination Date** means, with respect to a Credit Facility or a Liquidity Facility, (i) the date on which such Credit Facility or Liquidity Facility shall terminate pursuant to its terms or otherwise be terminated prior to its Expiration Date, (ii) the date on which the obligation of the Credit Facility Issuer or the Liquidity Facility Issuer to provide a loan shall terminate, or (iii) the date on which the Bond Insurance Policy shall terminate or be cancelled; provided, however, that "Termination Date" shall not mean any date upon which a Credit

566 Facility or Liquidity Facility is no longer effective by reason of its  
567 Expiration Date.

568 (P) Section A-304 of the Authorizing Ordinance is deleted in its entirety  
569 and replaced with the following:

570 Section A-304 Redemption of Bank Bonds.

571 (a) The Bank Bonds of a subseries shall be subject to  
572 redemption at the option of the City, in whole or in part, on any  
573 Business Day, at the Redemption Price equal to the principal amount  
574 thereof, plus accrued interest to the Redemption Date.

575 (b) The Bank Bonds of a subseries also shall be subject to  
576 mandatory redemption as provided in a Liquidity Facility.

577 (Q) Subsection (b) of Section A-401 of the Authorizing Ordinance is  
578 deleted in its entirety and replaced with the following:

579 (b) The Owners of Bonds of a subseries in a Weekly Rate  
580 Mode that are not Bank Bonds may elect to have such Bonds (or  
581 portions thereof in Authorized Denominations) purchased at a price  
582 equal to the Purchase Price upon delivery of an irrevocable written  
583 notice of tender to the Tender Agent and Remarketing Agent, at their  
584 respective Principal Offices, not later than 5:00 p.m. on a Business  
585 Day not less than seven (7) days before the Purchase Date specified  
586 by the Owner. Such notice shall (i) state the number and the principal  
587 amount of such Bond being tendered and (ii) state that such Bond  
588 shall be purchased on the Purchase Date so specified by the Owner.  
589 The Tender Agent shall notify the City by the close of business on the  
590 next succeeding Business Day of the receipt of any notice pursuant to  
591 this paragraph.

592 (R) Section A-403 of the Authorizing Ordinance is deleted in its entirety  
593 and replaced with the following:

594 Section A-403 Mandatory Purchase Upon Expiration Date,  
595 Termination Tender Date, Interest Non-Reinstatement Date and  
596 Substitution Date. Except for Bank Bonds, the Bonds of a subseries  
597 shall be subject to mandatory tender for purchase on:

598 (a) the second Business Day preceding the Expiration Date  
599 of a Credit Facility or Liquidity Facility, which second Business Day  
600 is hereinafter referred to as an "Expiration Tender Date";



601 (b) the fifth calendar day (or if such day is not a Business  
602 Day, the preceding Business Day) preceding the Termination Date of  
603 a Credit Facility, a Liquidity Facility or the Bond Insurance Policy,  
604 which fifth calendar day is hereinafter referred to as a “Termination  
605 Tender Date”, if the Credit Facility or Liquidity Facility permits a  
606 draw thereon on the Termination Tender Date;

607 (c) the fifth calendar day (or if such day is not a Business  
608 Day, the preceding Business Day) following the receipt by the City of  
609 a written notice from the issuer of a Direct-Pay Credit Facility that  
610 such Direct-Pay Credit Facility will not be reinstated (in respect of  
611 interest) to an amount equal to the interest component of the Liquidity  
612 and Credit Amount required with respect to the Bonds of such  
613 subseries, which fifth calendar day is hereinafter referred to as an  
614 “Interest Non-Reinstatement Tender Date”; and

615 (d) the Substitution Date for a Credit Facility or a Liquidity  
616 Facility.

617 (S) Subsection (b) of Section A-405 of the Authorizing Ordinance is  
618 deleted in its entirety and replaced with the following:

619 (b) Upon receipt of a written notice from the Credit Facility  
620 Issuer, the Liquidity Facility Issuer or the City that the Credit Facility  
621 or the Liquidity Facility, as the case may be, will terminate, that the  
622 obligation of the Credit Facility Issuer or Liquidity Facility Issuer, as  
623 the case may be, to provide a loan thereunder will terminate prior to  
624 its Expiration Date, or that the Bond Insurance Policy will be  
625 cancelled or terminated, the Paying Agent/Registrar shall within one  
626 (1) Business Day give notice of the mandatory tender of the Bonds of  
627 such subseries that is to occur on such Termination Tender Date if it  
628 has not theretofore received from the Credit Facility Issuer, the  
629 Liquidity Facility Issuer or the City, as the case may be, a notice  
630 stating that the event which resulted in the Credit Facility Issuer, the  
631 Liquidity Facility Issuer or the City giving a notice of the Termination  
632 Date has been cured and that the Credit Facility Issuer, the Liquidity  
633 Facility Issuer or the City has rescinded its election to terminate the  
634 Credit Facility, the Liquidity Facility or the Bond Insurance Policy, as  
635 the case may be. Notwithstanding anything to the contrary in  
636 subsection (f) below, such notice shall be given by Electronic Means  
637 capable of creating a written notice. Any notice given substantially as  
638 provided in this subsection (b) shall be conclusively presumed to have  
639 been duly given, whether or not actually received by each Owner.

(T) Subsection (d) of Section A-406 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

(d) No Investment; Amounts Applied Solely to Related Series. Amounts held by the Tender Agent in the Liquidity Facility Purchase Account or the Remarketing Proceeds Account relating to the Bonds of a subseries shall not constitute Gross Revenues or Net Revenues under the Ordinance and shall be held uninvested and separate and apart from all other funds and accounts. Amounts so held or available to be drawn under a Liquidity Facility for deposit in a Liquidity Facility Purchase Account shall not be available to pay the Purchase Price of Bonds of any subseries other than Bonds of a subseries that are supported by such Liquidity Facility.

(U) Subsection (c) of Section A-407 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

(c) Transfer of Funds; Draw on Liquidity Facility.

(1) The Remarketing Agent shall at or before 12:00 noon (12:20 p.m. in the case of Bonds of a subseries in the Daily Rate Mode) on the Purchase Date or Mandatory Purchase Date, as the case may be, confirm to the City, the Paying Agent/Registrar and the Tender Agent the transfer of the Purchase Price of remarketed Bonds of the Series to the Tender Agent in immediately available funds at or before 11:45 a.m. (12:15 p.m. in the case of Bonds of a subseries in the Daily Rate Mode), such confirmation to include the pertinent identifying information with respect to such transfer.

(2) To the extent a Liquidity Facility is in effect, the Tender Agent shall draw on the Liquidity Facility, in accordance with the terms thereof, by 12:25 p.m. on the Purchase Date or Mandatory Purchase Date, as the case may be, in an amount equal to the Purchase Price of all Bonds of the Series tendered or deemed tendered less the aggregate amount of remarketing proceeds confirmed to the City, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent pursuant to clause (1) of this Section A-407(c) and shall cause the proceeds of such draw to be transferred to the Tender Agent by no later than 2:30 p.m. Notwithstanding the foregoing, the Tender Agent shall draw on the Liquidity Facility, if any, in an amount equal to the Purchase Price of all Bonds of the Series tendered or deemed tendered for purchase on each Purchase Date or Mandatory Purchase Date, as the case may be, if it does not receive a confirmation from the

Remarketing Agent pursuant to clause (1) above of this Section A-407(c).

(3) To the extent a Liquidity Facility is in effect, the Tender Agent shall confirm to the City by 2:40 p.m. on the Purchase Date or Mandatory Purchase Date, receipt of the proceeds of any draw on the Liquidity Facility.

(V) Article A-V of Appendix A to the Authorizing Ordinance is deleted in its entirety and replaced with the following:

## **ARTICLE A-V**

### **LIQUIDITY FACILITIES AND CREDIT FACILITIES**

#### **Section A-501     Liquidity Facility and Credit Facility.**

(a) At any time, the City may provide for the delivery of (i) an initial Liquidity Facility and an Alternate Liquidity Facility with respect to the Bonds of any subseries, and/or (ii) an initial Credit Facility and an Alternate Credit Facility with respect to the Bonds of any subseries. The City shall not obtain a Liquidity Facility for the Bonds of a subseries or provide for the delivery of a Liquidity Facility for the Bonds of a subseries without the prior consent of any Credit Facility Issuer for the Bonds of such subseries. Any such Liquidity Facility or Credit Facility shall provide that a Termination Date which permits the City to make on the Termination Tender Date a draw under the Liquidity Facility or the Credit Facility, as the case may be, shall not occur unless written notice thereof is given to the City, the Paying Agent/Registrar and the Tender Agent at least sixteen (16) days prior to the Termination Date. To the extent that any Liquidity Facility or Credit Facility permits the issuer thereof to assign its obligation thereunder, such Liquidity Facility or Credit Facility, as the case may be, shall provide that such assignment shall not be effective unless a written notice of such assignment is given to the City, the Paying Agent/Registrar, the Remarketing Agent and the Tender Agent at least sixteen (16) days prior to the effective date of such assignment. On or prior to the date on which a Liquidity Facility or Credit Facility is obtained or delivered to the City, the City shall obtain a Favorable Opinion of Bond Counsel. As provided in Section A-403 hereof, all Outstanding Bonds of the Series to which such Liquidity Facility or Credit Facility relates will become subject to mandatory tender for purchase on the Substitution Date.

715 (b) The City may execute and deliver any instrument that,  
716 upon such execution and delivery by the City, would constitute a  
717 “Credit Facility,” a “Liquidity Facility” or both.

718 (c) The City shall deliver to the Paying Agent/Registrar, the  
719 Tender Agent, the Credit Facility Issuer, the Insurer and the  
720 Remarketing Agent a copy of each Liquidity Facility or Credit  
721 Facility obtained pursuant to this article on the effective date of such  
722 Liquidity Facility or Credit Facility. If at any time there shall have  
723 been delivered (i) an Alternate Credit Facility or Alternate Liquidity  
724 Facility in substitution for the Credit Facility or Liquidity Facility  
725 with respect to Bonds of a subseries then in effect and (ii) a Favorable  
726 Opinion of Bond Counsel, then, providing that any condition to  
727 substitution contained in the existing Credit Facility or Liquidity  
728 Facility shall have been satisfied, the Paying Agent/Registrar and/or  
729 the Tender Agent, as applicable, shall accept such Alternate Credit  
730 Facility or Alternate Liquidity Facility and, subject to subsection (d)  
731 of this Section A-501, shall surrender the Credit Facility or Liquidity  
732 Facility then in effect to the Credit Facility Issuer or Liquidity Facility  
733 Issuer on the effective date of the Alternate Credit Facility or  
734 Alternate Liquidity Facility. In the event of an extension of the  
735 Expiration Date, the City shall give the Paying Agent/Registrar, the  
736 Tender Agent, the Credit Facility Issuer, the Liquidity Facility Issuer  
737 and the Remarketing Agent a written notice of the new Expiration  
738 Date at least sixteen (16) days prior to the Expiration Tender Date. In  
739 the event of a substitution of a Liquidity Facility with an Alternate  
740 Liquidity Facility or of a Credit Facility with an Alternate Credit  
741 Facility, the City shall give the Paying Agent/Registrar, the Tender  
742 Agent, the Insurer and the Remarketing Agent a written notice of the  
743 Substitution Date at least sixteen (16) days prior to such Substitution  
744 Date. The City shall give the Paying Agent/Registrar, the Tender  
745 Agent, the Insurer and the Remarketing Agent a written notice of its  
746 election to terminate the Credit Facility or the Liquidity Facility at  
747 least sixteen (16) days prior to the Termination Tender Date resulting  
748 from its election to terminate such Credit Facility or Liquidity  
749 Facility.

750 (d) In no event shall the City surrender or cancel a Liquidity  
751 Facility relating to the Bonds of any subseries unless it has received  
752 funds, either from proceeds of remarketing or a draw under the  
753 Liquidity Facility to be surrendered or cancelled, sufficient to pay the  
754 Purchase Price of such Bonds to the applicable Mandatory Purchase

Date. In no event shall the City surrender or cancel a Credit Facility relating to the Bonds of any subseries unless it has received funds sufficient to pay the Purchase Price of such Bonds to the applicable Mandatory Purchase Date.

(e) The City shall not sell, assign or otherwise transfer the Credit Facility or Liquidity Facility, except in accordance with the terms of the Credit Facility or Liquidity Facility and the Ordinance.

(f) Prior to the Substitution Date, no drawing under an Alternate Liquidity Facility shall be made by the City if the predecessor Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing. On or after the Substitution Date, no drawing under a predecessor Liquidity Facility shall be made by the City if the Alternate Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing.

Section A-502      Direct-Pay Credit Facility Drawing Account.

(a) If a Direct-Pay Credit Facility is in effect with respect to the Bonds of any subseries, there shall be created and established and maintained with the Paying Agent/Registrar a separate account for the Bonds of such subseries to be known as the “[Name of Bonds of a subseries that are secured by such Credit Facility] Direct-Pay Credit Facility Drawing Account” (the “Direct-Pay Credit Facility Drawing Account”). The establishment of such Direct-Pay Credit Facility Drawing Account shall be evidenced in a certificate of an authorized representative of the Paying Agent/Registrar.

(b) The City shall make payments of principal and Redemption Price of and interest on the Bonds of a subseries in accordance with the Ordinance into the Debt Service Fund as and when the same shall become due and payable regardless of whether a Direct-Pay Credit Facility is in effect with respect to the Bonds of such subseries.

(c) If a Direct-Pay Credit Facility is in effect with respect to the Bonds of a subseries, the Paying Agent/Registrar shall take all action necessary to draw or make a claim on the related Direct-Pay Credit Facility in such amounts, at such times, and in such manner as shall be necessary to pay the principal and Redemption Price (including, to the extent amounts are available therefor under the

792 Direct-Pay Credit Facility, Sinking Fund Installments) of and interest  
793 on all Bonds payable therefrom as and when the same shall become  
794 due and payable; provided, however, in the event the Bond Insurance  
795 Policy is in effect, any such draw or claim on a Direct-Pay Credit  
796 Facility shall be made at such times in order to receive payment in  
797 immediately available funds by 11:30 a.m. on the Business Day  
798 immediately preceding the date on which payment is due on the  
799 Bonds. The Paying Agent/Registrar shall promptly deposit into the  
800 related Direct-Pay Credit Facility Drawing Account all moneys so  
801 drawn by the Paying Agent/Registrar under the related Direct-Pay  
802 Credit Facility, which shall not be commingled with any other  
803 moneys held by the Paying Agent/Registrar and which shall be  
804 applied to the payment of such principal, Redemption Price and  
805 interest.

806 (d) Subject to the immediately succeeding paragraph, on  
807 each Principal Installment due date or Redemption Date, as the case  
808 may be, and Interest Payment Date, the Paying Agent/Registrar shall  
809 make payments of principal or Redemption Price of and interest on  
810 the Bonds of each Series to their Owners in accordance with the  
811 Ordinance.

812 If a Direct-Pay Credit Facility is in effect with respect to the  
813 Bonds of any subseries, notwithstanding the immediately preceding  
814 paragraph, the Paying Agent/Registrar shall make payments of  
815 principal or Redemption Price of and interest on the Bonds of such  
816 subseries to their Owners in the manner provided for in the Ordinance  
817 from the moneys deposited in the related Direct-Pay Credit Facility  
818 Drawing Account pursuant to subsection (c) of this Section A-502. If  
819 sufficient funds are not available in the related Direct-Pay Credit  
820 Facility Drawing Account, the City shall apply other moneys, if any,  
821 available in the Debt Service Fund to the extent necessary to make  
822 such payment. If the principal or Redemption Price of and interest on  
823 the Bonds of a subseries has been paid in full when due and all  
824 payments required to be made under the Direct-Pay Credit Facility  
825 have been made, the City shall apply remaining moneys, if any,  
826 available in the Debt Service Fund in an amount not to exceed the  
827 amount of the draw or borrowing under the Direct-Pay Credit Facility  
828 to reimburse the Credit Facility Issuer of the Direct-Pay Credit  
829 Facility for such draw or borrowing after such draw or borrowing has  
830 been honored by the Credit Facility Issuer of the Direct-Pay Credit  
831 Facility. In the event the Credit Facility Issuer of the related Direct-

Pay Credit Facility for such draw or borrowing is not reimbursed by the City within five (5) Business Days of such draw or borrowing and the Bond Insurance Policy is in effect, the Paying Agent/Registrar may make a claim under the Bond Insurance Policy on behalf the Credit Facility Issuer, if instructed to do so in writing by such Credit Facility Issuer, to the extent provided for in the Bond Insurance Policy and Section 12.02(d) of the Ordinance.

(e) Amounts held by the Paying Agent/Registrar in each Direct-Pay Credit Facility Drawing Account shall not constitute Gross Revenues or Net Revenues under the Ordinance and shall be held uninvested and separate and apart from all other funds and accounts. Amounts so held or available to be drawn under a Direct-Pay Credit Facility for deposit in a Direct-Pay Credit Facility Drawing Account shall not be available to pay the principal or Redemption Price of or interest on any subseries other than Bonds of a subseries that are supported by such Direct-Pay Credit Facility.

(f) So long as the Bond Insurance Policy is in effect and a Direct-Pay Credit Facility is in effect with respect to the Bonds of any subseries, the Paying Agent/Registrar first shall take all action necessary to draw or make a claim on the related Direct-Pay Credit Facility in such amounts, at such times, and in such manner as prescribed by subsection (c) of this Section A-502.

(g) To the extent that any payment on the Bonds has been made to an Owner with funds provided by a draw under a Direct-Pay Credit Facility for which the related Credit Facility Issuer has not been reimbursed by the City, such Bonds shall be deemed to be unpaid and shall be deemed to remain outstanding for all purposes of this Ordinance and such Credit Facility Issuer shall be subrogated to the rights of the Owner of such Bond. In the event the related Credit Facility Issuer of the Direct-Pay Credit Facility is reimbursed for such draw by a payment under the Bond Insurance Policy or another Credit Facility, such Bond shall be deemed to continue to remain outstanding for all purposes of the Ordinance and the Bond Insurer or the Credit Facility Issuer of such other Credit Facility, as applicable, shall be subrogated to the rights of the Owner of such Bond until such Bond is paid in full by the City.

Section A-503 Amendments Relating to Credit Facilities and Liquidity Facilities. In addition to any amendments permitted pursuant to Article Nine of the Ordinance, the City, with the consent

of the Insurer, may amend any provisions of the Ordinance, including without limitation any provisions of this Appendix A, as the City deems necessary or appropriate in connection with the conversion to a Daily Rate Mode or a Weekly Rate Mode or with the delivery of any Credit Facility or Liquidity Facility.

(W) The third paragraph of Section A-602 of the Authorizing Ordinance is deleted in its entirety and replaced with the following:

The Tender Agent shall be selected by the City and shall be a bank or other financial institution that satisfies the qualifications determined by the City and set forth in any applicable provisions of law. The City's execution of a Certificate setting forth the effective date of the appointment of a Tender Agent and the name, address and telephone number of such Tender Agent shall be conclusive evidence that (i) such Tender Agent has been appointed and is qualified to act as Tender Agent under the terms hereof and (ii) if applicable, the predecessor Tender Agent has been removed in accordance with the provisions hereof. Notwithstanding any other provision of this Section A-602 to the contrary, so long as a Credit Agreement is in effect with respect to the Bonds and such Credit Agreement constitutes both a Credit Facility and a Liquidity Facility, the entity serving as Tender Agent for the Bonds shall also serve as Paying Agent/Registrar for the Bonds.

(X) Except as specifically amended by this Part 3, all other terms and provisions of the Authorizing Ordinance shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and provisions contained in the Authorizing Ordinance and the terms and provisions contained in this Part 3, the terms and provisions of this Part 3 shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**PART 4. FURTHER PROCEDURES.** Each Authorized Officer is authorized and directed to do any and all things necessary or convenient to carry out the terms of this ordinance.

**PART 5. SEVERABILITY.** The provisions of this ordinance are severable. If any provision of this ordinance or its applications to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

**PART 6. OPEN MEETING.** The City posted sufficient written notice of the date, hour, place, and subject of the meeting of the city council at which this



ordinance was adopted at a place convenient and readily accessible at all times to the general public at the Austin City Hall for the time required by the Open Meetings Law, Chapter 551, Texas Government Code. This meeting has been open to the public as required by law at all times during which this ordinance and its subject matter were discussed, considered, and formally acted upon. The city council ratifies, approves, and confirms such written notice, its contents and its posting.

**PART 7. REPEALER.** All orders, resolutions, and ordinances (other than the Authorizing Ordinance), or their parts that are inconsistent with this ordinance are repealed only to the extent needed to eliminate the inconsistency.

**PART 8. EFFECTIVE IMMEDIATELY.** Part 3 of this ordinance takes effect upon the satisfaction of the terms and provisions of Sections A-503 and A-701(b) of the Authorizing Ordinance. The delivery of the Alternate LOCs is conclusive evidence that Sections A-503 and A-701(b) of the Authorizing Ordinance have been satisfied and the delivery date of the Alternate LOCs will be the effective date of Part 3 of this ordinance. Parts 1, 2, 4, 5, 6, and 7 of this ordinance take effect immediately on its passage pursuant to Section 1201.028, Texas Government Code.

**PASSED AND APPROVED**

§	
§	
§	
_____, 2011	_____
	Lee Leffingwell
	Mayor

**APPROVED:** \_\_\_\_\_  
Karen M. Kennard  
City Attorney

**ATTEST:** \_\_\_\_\_  
Shirley A. Gentry  
City Clerk

**EXHIBIT A-1**

[JPMorgan Reimbursement Agreement]

**EXHIBIT A-2**

[KBC Reimbursement Agreement]

**EXHIBIT A-3**

[Royal Bank Reimbursement Agreement]

**EXHIBIT B-1**

[JPMorgan Fee Agreement]

**EXHIBIT B-2**

[KBC Fee Agreement]

**EXHIBIT B-3**

[Royal Bank Fee Agreement]

**EXHIBIT C**

[Cancellation Agreement]



**EXHIBIT D**

[Swap Agreement]

**EXHIBIT E**

[Amended Tender Agency Agreement]

**EXHIBIT F**

[Secondary Market Information Circular]