

IRREVOCABLE TRANSFERABLE LETTER OF CREDIT

**BANK OF AMERICA, N.A.
1000 WEST TEMPLE STREET, 7TH FLOOR
CA9-705-07-05
LOS ANGELES, CALIFORNIA 90012**

_____, 2011

**U.S. \$ _____

No. 3117216

Deutsche Bank Trust Company Americas,
as Paying Agent/Registrar (the "*Paying Agent/Registrar*")
60 Wall Street
27th Floor, MS NYC 60-2715
New York, New York 10005

Attention: _____

Ladies and Gentlemen:

We hereby establish in your favor as Paying Agent/Registrar under that certain Ordinance No. 20080724-101 passed and approved on July 24, 2008 (the "*2008 Ordinance*") by the City Council of the City of Austin, Texas (the "*City*"), for the benefit of the holders of the Bonds (as hereinafter defined), and that certain Pricing Certificate dated August 7, 2008 approved by the City (the "*Pricing Certificate*" and together with the 2008 Ordinance, collectively referred to herein as the "*Ordinance*") our irrevocable transferable Letter of Credit No. 3117216 for the account of the City, whereby we hereby irrevocably authorize you to draw on us from time to time, from and after the date hereof to and including the earliest to occur of our close of business on: (i) _____, 2014 (as extended from time to time, the "*Stated Expiration Date*"), (ii) the earlier of (A) the date which is fifteen (15) days following the date on which all of the Bonds bear interest at a rate other than the Weekly Rate, as such date is specified in a certificate in the form of Annex A hereto (the "*Conversion Date*") hereto or (B) the date on which the Bank honors a drawing under the Letter of Credit on or after the Conversion Date, (iii) the date of receipt from you of a certificate in the form set forth as Annex B hereto, (iv) the date on which a Stated Maturity Drawing is honored by us and (v) the date which is ten (10) days following receipt by you of a written notice from us specifying the occurrence of an Event of Default under the Reimbursement Agreement dated as of _____, 2011 (the "*Reimbursement Agreement*"), among the City, Bank of America, N.A., as Administrative Agent, and the Banks that are parties thereto, directing you to cause a mandatory tender of the Bonds (the earliest of the foregoing dates herein referred to as the "*Termination Date*"), a maximum aggregate amount not exceeding \$ _____ (the "*Original Stated Amount*") to pay principal of, premium, if any, and accrued interest on, or the purchase price of, the \$ _____ aggregate principal amount of the City's Hotel

Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, Subseries 2008B (the "*Bonds*"), in accordance with the terms hereof (said \$_____ having been calculated to be equal to (A) \$58,765,000, the original aggregate principal amount of the Bonds, plus (B) \$_____ which is at least [____] days' accrued interest on said principal amount of the Bonds at the rate of [____]% per annum (the "*Cap Interest Rate*") and assuming a year of 365 days. This credit is available to you against presentation of the following documents (the "*Payment Documents*") presented to Bank of America, N.A. (the "*Bank*")):

A certificate (with all blanks appropriately completed) (i) in the form attached as Annex C hereto to pay accrued interest on the Bonds (an "*Interest Drawing*"), (ii) in the form attached as Annex D hereto to pay the principal amount of and accrued interest on the Bonds in respect of any redemption of the Bonds (a "*Redemption Drawing*"), (iii) in the form attached as Annex E hereto to pay the purchase price and accrued interest of Bonds tendered for purchase that have not been successfully remarketed or for which the purchase price has not been received by the Paying Agent/Registrar (a "*Liquidity Drawing*"); (iv) in the form attached as Annex F hereto to pay the principal of and interest on the Bonds maturing on November 15, 2029 (a "*Stated Maturity Drawing*"), each certificate to state therein that it is given by your duly authorized officer and dated the date such certificate is presented hereunder. No Drawings shall be made under this Letter of Credit for (i) Bonds bearing interest at a rate other than the Weekly Rate ("*Converted Bonds*"), (ii) Bonds purchased with the proceeds of a Liquidity Drawing and registered in the name of the Bank or its nominee (the "*Purchased Bonds*") or (iii) Bonds owned by or on behalf of the City ("*City Bonds*" and, together with the Converted Bonds and the Purchased Bonds, collectively referred to herein as the "*Ineligible Bonds*"). "*Weekly Rate*" means an interest rate that is determined on a weekly basis with respect to the Bonds in the weekly mode pursuant to the Ordinance.

All drawings shall be made by presentation of each Payment Document at Bank of America, N.A., Los Angeles, at telecopier number (213) 457-8841, Attention: Standby Letter of Credit Department, without further need of documentation, including the original of this Letter of Credit, it being understood that each Payment Document so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of a drawing to the Bank at (800) 541-6096 OPT 1) on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so).

We agree to honor and pay the amount of any Interest, Redemption, Liquidity or Stated Maturity Drawing if presented in compliance with all of the terms of this Letter of Credit. If any such drawing, other than a Liquidity Drawing, is presented prior to 4:00 P.M., New York time,

on a Business Day, payment shall be made, in immediately available funds, by 2:00 P.M., New York time, on the following Business Day. If any such Drawing, other than a Liquidity Drawing, is presented at or after 4:00 P.M., New York time, on a Business Day, payment shall be made, in immediately available funds, by 2:00 P.M., New York time, on the second following Business Day. If a Liquidity Drawing is presented prior to 11:00 A.M., New York time, on a Business Day, payment shall be made, in immediately available funds, by 2:00 P.M., New York time, on the same Business Day. If a Liquidity Drawing is presented at or after 11:00 A.M., New York time, on any Business Day, payment shall be made, in immediately available funds, by 2:00 P.M., New York time, on the following Business Day. Payments made hereunder shall be made by wire transfer to you or by deposit into your account with us in accordance with the instructions specified by the Paying Agent/Registrar in the drawing certificate relating to a particular Drawing hereunder. “*Business Day*” shall mean any day other than (a) a Saturday or Sunday, (b) a day on which banks located in the cities in which the designated office of any of the Tender Agent (initially New York, New York), the Remarketing Agent (initially _____, _____), the Paying Agent/Registrar or the Bank (initially, Los Angeles, California) is located are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

The Available Amount (as hereinafter defined) of this Letter of Credit will be reduced automatically by the amount of any drawing hereunder; *provided, however*, that the amount of any Interest Drawing hereunder, less the amount of the reduction in the Available Amount attributable to interest as specified in a certificate in the form of Annex D or Annex E hereto, shall be automatically reinstated effective at 11:00 A.M., New York time, ten (10) calendar days from the date such drawing is honored by us unless you receive notice from us on the ninth (9th) calendar day after such date that the Bank has not been reimbursed in full for any such drawing or any other Event of Default has occurred and as a consequence thereof the Letter of Credit will not be so reinstated. After payment by the Bank of a Liquidity Drawing, the obligation of the Bank to honor drawings under this Letter of Credit will be automatically reduced by an amount equal to the amount set forth in the certificate in the form of Annex E relating to such Liquidity Drawing. In addition, in the event of the remarketing of the Bonds (or portions thereof) previously purchased with the proceeds of a Liquidity Drawing, the Bank’s obligation to honor drawings hereunder will be automatically reinstated in the amount indicated in a certificate in the form of Annex J attached hereto concurrently upon receipt by the Bank of such certificate and our receipt of funds. The Available Amount under this Letter of Credit will be reduced automatically upon our receipt of Annex G to the amount stated in paragraph 2 therein.

Upon our honoring a certificate of the Paying Agent/Registrar in the form of Annex D hereto, the Letter of Credit will automatically and permanently reduce the amount available to be drawn hereunder by the amount specified in such certificate and the interest component computed at the Cap Interest Rate on the said principal portion.

The “*Available Amount*” shall mean the Original Stated Amount (i) less the amount of all prior reductions pursuant to Interest Drawings, Redemption Drawings, or Liquidity Drawings, (ii) less the amount of any reduction thereof pursuant to a reduction certificate in the form of Annex G hereto, (iii) plus the amount of all reinstatements as above provided.

Prior to the Termination Date, we may extend the Stated Expiration Date from time to time at the request of the City by delivering to you an amendment to this Letter of Credit in the form of Annex I hereto designating the date to which the Stated Expiration Date is being extended, and thereafter all references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such notice. Any date to which the Stated Expiration Date has been extended as herein provided may be extended in a like manner.

Upon the Termination Date this Letter of Credit shall automatically terminate.

This Letter of Credit is transferable to any transferee whom has succeeded you as Paying Agent/Registrar under the Ordinance, and may be successively transferred in its entirety. Transfer of the available balance under this Letter of Credit to such transferee shall be effected by the presentation to us of this Letter of Credit accompanied by a Transfer Request in the form of Annex H attached hereto signed by the transferor, the transferee and acknowledged by Bank of America, N.A. (each a "*Transfer*") together with the original Letter of Credit. Upon the effective date of such transfer, as set forth in such Transfer, the transferee instead of the transferor shall without necessity of further action, be entitled to all benefits of and rights under this Letter of Credit in the transferor's place.

Other than the provisions for communication by facsimile copy, communications with respect to this Letter of Credit shall be addressed to us at Bank of America, N.A., Mail Code CA9-705-07-05, 1000 West Temple Street, 7th Floor, Standby Letter of Credit Department, Los Angeles, California 90012-1514, Telephone: (800) 541-6096 OPT 1, specifically referring to the number of this Letter of Credit.

To the extent not inconsistent with the express terms hereof, this Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices 1998, International Chamber of Commerce-Publication No. 590 ("*ISP98*"). As to matters not governed by the ISP98, this Letter of Credit shall be governed by and construed in accordance with Article 5 of the Uniform Commercial Code of the State of New York, without regard to conflict of laws.

All payments made by us hereunder shall be made from our funds and not with the funds of any other person.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

**ANNEX A
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT**

No. 3117216

NOTICE OF CONVERSION DATE

[Date]

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), which has been established by you for the account of the City of Austin, Texas, in favor of the Paying Agent/Registrar.

The undersigned hereby certifies and confirms that on [insert date] (the "*Conversion Date*") the interest rate on all the Bonds has been converted to a rate other than the Weekly Rate, and, accordingly, said Letter of Credit shall terminate on _____, 20__, which is 15 days after such Conversion Date in accordance with its terms.

All defined terms used herein which are not otherwise defined herein shall have the same meaning as in the Letter of Credit.

As Paying Agent/Registrar

By _____
[Title of Authorized
Representative]

ANNEX B
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT

No. 3117216

NOTICE OF TERMINATION

[Date]

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), which has been established by you for the account of the City of Austin, Texas in favor of the Paying Agent/Registrar.

The undersigned hereby certifies and confirms that **[(i) no Bonds (as defined in the Letter of Credit) remain Outstanding within the meaning of the Ordinance, (ii) all Drawings required to be made under the Ordinance and available under the Letter of Credit have been made and honored or (iii) a Alternate Credit Facility or Alternate Liquidity Facility (as defined in the Ordinance) has been issued to replace the Letter of Credit pursuant to the Ordinance]** and, accordingly, the Letter of Credit shall be terminated in accordance with its terms.

All defined terms used herein which are not otherwise defined shall have the same meaning as in the Letter of Credit.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

**ANNEX C
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT**

No. 3117216

INTEREST DRAWING CERTIFICATE

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of _____ (the "*Beneficiary*"), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), issued by Bank of America, N.A. (the "*Bank*") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Ordinance (as defined in the Letter of Credit):

1. The Beneficiary is the Paying Agent/Registrar (as defined in the Letter of Credit) under the Ordinance.

2. The Beneficiary is entitled to make this Drawing in the amount of \$ _____ under the Letter of Credit pursuant to the Ordinance with respect to the payment of interest due on all Bonds Outstanding on the Interest Payment Date (as defined in the Ordinance) occurring on [insert applicable date], other than Ineligible Bonds (as defined in the Letter of Credit).

3. The amount of the drawing is equal to the amount required to be drawn by the Paying Agent/Registrar pursuant to Part 5.2(c) of Appendix A to the Ordinance (as defined in the Letter of Credit).

4. The amount of the drawing made by this Certificate was computed in compliance with the terms of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

5. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20____.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

ANNEX D
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT

No. 3117216

REDEMPTION DRAWING AND REDUCTION CERTIFICATE

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of _____ (the "*Beneficiary*"), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), issued by Bank of America, N.A. (the "*Bank*") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Ordinance (as defined in the Letter of Credit):

1. The Beneficiary is the Paying Agent/Registrar (as defined in the Letter of Credit) under the Ordinance.

2. The Beneficiary is entitled to make this drawing in the amount of \$_____ under the Letter of Credit pursuant to Part 5.2(c) of Appendix A to the Ordinance (as defined in the Letter of Credit).

3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds to be redeemed by the City (as defined in the Letter of Credit) pursuant to Part [3.04(c)] [3.04(f)] of the Ordinance on [insert applicable date] (the "*Redemption Date*") other than Ineligible Bonds (as defined in the Letter of Credit), *plus* (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Ordinance) to the Redemption Date, provided that in the event the Redemption Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:

(i) \$_____ is demanded in respect of the principal amount of the Bonds referred to in subparagraph (a) above; and

(ii) \$_____ is demanded in respect of accrued interest on such Bonds.

4. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

5. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

6. Upon payment of the amount drawn hereunder, the Bank is hereby directed to permanently reduce the Available Amount by \$[insert amount of reduction] and the Available Amount shall thereupon equal \$[insert new Available Amount]. The Available Amount has been reduced by an amount equal to the principal of Bonds paid with this drawing and an amount equal to ___ days' interest thereon at a rate of interest equal to [___]% per annum.

7. Of the amount of the reduction stated in paragraph 6 above:

(i) \$_____ is attributable to the principal amount of Bonds redeemed; and

(ii) \$_____ is attributable to interest on such Bonds (*i.e.*, [___] days' interest thereon at a rate of interest equal to [___]% per annum).

8. The amount of the reduction in the Available Amount has been computed in accordance with the provisions of the Letter of Credit.

9. Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds Outstanding (to the extent such Bonds are not Ineligible Bonds (as defined in the Letter of Credit)), plus [___] days' interest thereon at a rate of interest equal to [___]% per annum.

10. In the case of a redemption pursuant to Part 3.04(c) of the Ordinance, the Paying Agent/Registrar, prior to giving notice of redemption to the owners of the Bonds, received written evidence from the Bank that the Bank has consented to such redemption.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, _____.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

ANNEX E
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT

No. 3117216

LIQUIDITY DRAWING CERTIFICATE

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of _____ (the "*Beneficiary*") hereby certifies as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), issued by Bank of America, N.A. (the "*Bank*") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Ordinance (as defined in the Letter of Credit):

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. The Beneficiary is entitled to make this drawing under the Letter of Credit in the amount of \$_____ with respect to the payment of the purchase price of Bonds tendered for purchase in accordance with Part [4.1] [4.3] [4.5] of Appendix A to the Ordinance and to be purchased on [insert applicable date] (the "*Purchase Date*") which Bonds have not been successfully remarketed as provided in the Ordinance or the purchase price of which has not been received by the Paying Agent/Registrar (as defined in the Letter of Credit) by 11:00 A.M., New York time, on said Purchase Date.
3. (a) The amount of the drawing is equal to (i) the principal amount of Bonds to be purchased pursuant to the Ordinance on the Purchase Date other than Ineligible Bonds (as defined in the Letter of Credit), *plus* (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Ordinance) (or if none, the date of issuance of the Bonds) to the Purchase Date, provided that in the event the Purchase Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:
 - (i) \$_____ is demanded in respect of the principal portion of the purchase price of the Bonds referred to in paragraph 2 above; and

(ii) \$_____ is demanded in respect of payment of the interest portion of the purchase price of such Bonds.

4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

5. Upon payment of the amount drawn hereunder, the Bank is hereby directed to reduce the Available Amount of the Letter of Credit by \$[insert amount of reduction] and the Available Amount shall, after giving effect to such reduction, equal \$[insert new Available Amount].

6. Of the amount of such reduction stated in paragraph 5 above:

(i) \$_____ is attributable to the principal amount of Bonds tendered; and

(ii) \$_____ is attributable to interest on such Bonds (i.e., [____] days' interest of the Cap Interest Rate).

7. The Beneficiary will register or cause to be registered in the name of the Bank (or the City at the written direction of the Bank), upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will deliver such Bonds to the Paying Agent/Registrar in accordance with the Ordinance.

8. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

**ANNEX F
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT**

No. 3117216

STATED MATURITY DRAWING CERTIFICATE

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of _____ (the "*Beneficiary*"), hereby certifies on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), issued by Bank of America, N.A. (the "*Bank*") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Ordinance (as defined in the Letter of Credit):

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. The Beneficiary is entitled to make this drawing in the amount of \$_____ under the Letter of Credit pursuant to Part 5.2(c) of Appendix A to the Ordinance.
3. (a) The amount of this drawing is equal to the principal of and interest on the Bonds Outstanding on November 15, 2029, the maturity date thereof as specified in Part 1.01 of the Ordinance, other than Ineligible Bonds (as defined in the Letter of Credit).

(b) Of the amount stated in paragraph (2) above:
 - (i) \$_____ is demanded in respect of the principal portion of the Bonds referred to in subparagraph (2) above; and
 - (ii) \$_____ is demanded in respect of payment of the interest portion of such Bonds.
4. The amount of this Drawing made by this Certificate was computed in compliance with the terms and conditions of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

5. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

ANNEX G
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT

No. 3117216

REDUCTION CERTIFICATE

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned hereby certifies with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), issued by Bank of America, N.A. (the "*Bank*") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Ordinance (as defined in the Letter of Credit):

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. Upon receipt by the Bank of this Certificate, the Available Amount (as defined in the Letter of Credit) shall be reduced by \$_____ and the Available Amount shall thereupon equal \$_____. \$_____ of the new Available Amount is attributable to interest and \$_____ of the new Available Amount is attributable to principal.
3. The amount of the reduction in the Available Amount has been computed in accordance with the provisions of the Letter of Credit.
4. Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds Outstanding (other than Ineligible Bonds (as defined in the Letter of Credit)) plus \$_____ which is at least [____] days' accrued interest on said principal amount of the Bonds at the Cap Interest Rate (as defined in the Letter of Credit) and assuming a year of 365 days.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, _____.

as Paying Agent/Registrar

By _____
[Title of Authorized Representative]

**ANNEX H
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT**

No. 3117216

TRANSFER CERTIFICATE

Date:

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Re: _____ Irrevocable Transferable Letter of Credit No. 3117216
dated _____, 2011

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit (the "*Letter of Credit*") in its entirety to:

NAME OF TRANSFEREE

(Print Name and complete address of the Transferee)

"Transferee"

ADDRESS OF TRANSFEREE

CITY, AUTHORITY/COUNTRY ZIP

(the "*Transferee*") all rights of the Transferor with respect to the above-referenced Letter of Credit, including the right to draw under said Letter of Credit in the amount of the full unutilized balance thereof. Said Transferee has succeeded the Transferor as Paying Agent/Registrar under that certain Ordinance No. 2008724-101 passed and approved on July 24, 2008 (the "*2008 Ordinance*") by the City Council of the City of Austin, Texas and that certain Pricing Certificate dated August 7, 2008 approved by the City (the "*Pricing Certificate*") and together with the 2008 Ordinance, collectively referred to herein as the "*Ordinance*") with respect to the Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, Subseries 2008B issued by the City.

By virtue of this transfer, the Transferee shall have the sole rights as beneficiary of said Letter of Credit, including sole rights relating to any past or future amendments thereof, whether

increases or extensions or otherwise. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the Transferor.

By its signature below, the Transferee acknowledges that it has duly succeeded the Transferor as Paying Agent/Registrar under the Ordinance, and agrees to be bound by the terms of the Ordinance as if it were the original Paying Agent/Registrar thereunder.

The Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof and to forward it directly to the Transferee with your customary notice of transfer.

Very truly yours,

[Insert Name of Paying Agent/Registrar],
as Paying Agent/Registrar

By: _____
[Insert name and title of authorized officer]

SIGNATURE OF THE ABOVE OFFICER,
DULY AUTHORIZED TO ACT ON
BEHALF OF [insert name of
Paying Agent/Registrar],

AUTHENTICATED BY:

By: _____
Name: _____
Title: _____

Acknowledged by
[insert name of Transferee]
as Transferee and successor Paying Agent/Registrar

By: _____
Name: _____
Title: _____

SIGNATURE OF THE ABOVE OFFICER
DULY AUTHORIZED TO ACT ON BEHALF
OF [insert name of Transferee], AUTHENTICATED BY:

By: _____
Name: _____
Title: _____

**ANNEX I
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT**

No. 3117216

NOTICE OF EXTENSION

_____, ____

[PAYING AGENT/REGISTRAR]

Attention: _____

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit, the Stated Expiration Date (as defined in the Letter of Credit) has been extended to _____.

This letter shall be attached to the Letter of Credit and made a part thereof.

BANK OF AMERICA, N.A.

By _____
Name: _____
Title: _____

ANNEX J
TO
BANK OF AMERICA, N.A.
LETTER OF CREDIT

No. 3117216

NOTICE OF REMARKETING

Bank of America, N.A.
1000 West Temple Street, 7th Floor
CA9-705-07-05
Los Angeles, California 90012
Attention: Standby Letter of Credit Department

Ladies and Gentlemen:

The undersigned, a duly authorized representative of _____
[insert name of Paying Agent/Registrar] (the "*Paying Agent/Registrar*"), hereby notifies Bank of America, N.A. (the "*Bank*"), with reference to that certain Irrevocable Transferable Letter of Credit No. 3117216 dated _____, 2011 (the "*Letter of Credit*"; terms defined therein and not otherwise defined herein shall have the meanings set forth in the Letter of Credit) issued by the Bank in favor of the Paying Agent/Registrar as follows:

1. _____ is the Remarketing Agent under the Ordinance for the holders of the Bonds.

2. The Paying Agent/Registrar has paid the amount of \$_____ to the Bank today on behalf of the City, which is a payment made to reimburse the Bank, pursuant to the Reimbursement Agreement, for amounts drawn under the Letter of Credit pursuant to a Liquidity Drawing.

3. Of the amount referred to in paragraph 2, \$_____ represents the aggregate principal amount of Purchased Bonds resold or to be resold on behalf of the City.

4. Of the amount referred to in paragraph 2, \$_____ represents accrued and unpaid interest on such Purchased Bonds.

IN WITNESS WHEREOF, the Paying Agent/Registrar has executed and delivered this Certificate as of this _____ day of _____,_____.

[INSERT NAME OF PAYING AGENT/REGISTRAR],
as Paying Agent/Registrar

By _____
Name: _____
Title: _____