

**SECOND AMENDMENT
TO THE SUBSERIES A REMARKETING AGREEMENT**

This Second Amendment to the Remarketing Agreement (this "Second Amendment") executed and entered into as of _____, 2012, by and between the CITY OF AUSTIN, TEXAS (the "City") and MORGAN KEEGAN & COMPANY, INC. (or its successors or assigns), as Remarketing Agent (the "Remarketing Agent"):

WITNESSETH:

WHEREAS, the City and JPMorgan Chase Bank, National Association (the "Bank") will, as of the date hereof, execute and deliver an Amended and Restated Reimbursement Agreement dated as of _____, 2012 (as amended, supplemented, restated or otherwise modified from time to time the "Reimbursement Agreement"); and

WHEREAS, as of the effective date of the Reimbursement Agreement, the Bank will have issued a separate irrevocable transferrable letter of credit in support of each subseries of the City of Austin, Texas, Hotel Occupancy Tax Variable Rate Revenue Refunding Bonds, Series 2008 (the "Bonds"), bearing CUSIP No. 052422DU3; and

WHEREAS, in connection with the execution and delivery of the Reimbursement Agreement, the City and the Remarketing Agent now desire to amend the Remarketing Agreement, dated as of August 1, 2008, as amended by that certain First Amendment to the Remarketing Agreement dated as of July 27, 2011 (the "Original Remarketing Agreement"), between the City and the Remarketing Agent relating to the Subseries 2008A Bonds;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree to amend the following provisions:

SECTION 1: Any reference in the Original Remarketing Agreement to the (a) "Liquidity Facility", "Reimbursement Agreement", "Credit Facility Provider" or "Liquidity Facility Provider" shall have the meanings set forth in Ordinance No. 20080724-101, passed and approved on July 24, 2008, including Appendix A thereto, as amended (the "Ordinance"), and (b) "Bank" shall mean the "Bank" defined above or any Liquidity Facility Provider providing an Alternate Liquidity Facility (as each such term is defined in the Ordinance).

SECTION 2: The notice information regarding the Bank in Section 11 of the Original Remarketing Agreement shall be deleted and replaced with the following:

If to the Bank:

JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179
Mail Code: NY1-M076
Attention: Heather Talbott - Public Finance Credit Origination
Telephone No.: (212) 270-4875

Facsimile No.: (212) 270-4251
Email: heather.x.talbott@jpmorgan.com;
timothy.j.bitte@jpmchase.com

SECTION 3: The City and the Remarketing Agent hereby ratify and reaffirm all of the terms, conditions and provisions of the Original Remarketing Agreement, as specifically amended by this Second Amendment, and each hereby acknowledges that the Original Remarketing Agreement remains in full force and effect as so amended.

SECTION 4: This Second Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

MORGAN KEEGAN & COMPANY, INC.

By:_____

CITY OF AUSTIN, TEXAS

By:_____

Title: Chief Financial Officer

**SECOND AMENDMENT
TO THE SUBSERIES B REMARKETING AGREEMENT**

This Second Amendment to the Remarketing Agreement (this “Second Amendment”) executed and entered into as of _____, 2012, by and between the CITY OF AUSTIN, TEXAS (the “City”) and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Remarketing Agent (the “Remarketing Agent”):

WITNESSETH:

WHEREAS, the City and JPMorgan Chase Bank, National Association (the “Bank”) will, as of the date hereof, execute and deliver an Amended and Restated Reimbursement Agreement dated as of _____, 2012 (as amended, supplemented, restated or otherwise modified from time to time the “Reimbursement Agreement”); and

WHEREAS, as of the effective date of the Reimbursement Agreement, the Bank will have issued a separate irrevocable transferrable letter of credit in support of each subseries of the City of Austin, Texas, Hotel Occupancy Tax Variable Rate Revenue Refunding Bonds, Series 2008 (the “Bonds”), bearing CUSIP No. 052422DQ2; and

WHEREAS, in connection with the execution and delivery of the Reimbursement Agreement, the City and the Remarketing Agent now desire to amend the Remarketing Agreement, dated as of August 1, 2008, as amended by that certain First Amendment to the Remarketing Agreement dated as of July 27, 2011 (the “Original Remarketing Agreement”), between the City and the Remarketing Agent relating to the Subseries 2008B Bonds;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree to amend the following provisions:

SECTION 1: Any reference in the Original Remarketing Agreement to the (a) “Liquidity Facility”, “Reimbursement Agreement”, “Credit Facility Provider” or “Liquidity Facility Provider” shall have the meanings set forth in Ordinance No. 20080724-101, passed and approved on July 24, 2008, including Appendix A thereto, as amended (the “Ordinance”), and (b) “Bank” shall mean the “Bank” defined above or any Liquidity Facility Provider providing an Alternate Liquidity Facility (as each such term is defined in the Ordinance).

SECTION 2: The notice information regarding the Remarketing Agent and the Bank in Section 11 of the Original Remarketing Agreement shall be deleted and replaced with the following:

If to the Remarketing Agent:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower
One Bryant Park, 9th Floor
New York, New York 10036
Attention: Municipal Markets Department, Mona Payton

Telephone No.: (212) 449-5101
Facsimile No.: (646) 736-6960
Email: mona.payton@baml.com and dg.temm@baml.com

If to the Bank:

JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179
Mail Code: NY1-M076
Attention: Heather Talbott - Public Finance Credit Origination
Telephone No.: (212) 270-4875
Facsimile No.: (212) 270-4251
Email: heather.x.talbott@jpmorgan.com and timothy.j.bitte@jpmchase.com

SECTION 3: The City and the Remarketing Agent hereby ratify and reaffirm all of the terms, conditions and provisions of the Original Remarketing Agreement, as specifically amended by this Second Amendment, and each hereby acknowledges that the Original Remarketing Agreement remains in full force and effect as so amended.

SECTION 4: This Second Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____

CITY OF AUSTIN, TEXAS

By: _____
Title: Chief Financial Officer