

1 **EXHIBIT A**

2 Form of Bond

3 NO. R-\_\_<sup>1</sup> \$\_\_\_\_\_

4 UNITED STATES OF AMERICA  
5 STATE OF TEXAS

6 CITY OF AUSTIN, TEXAS  
7 PUBLIC IMPROVEMENT BOND,  
8 TAXABLE SERIES 2015

Maturity Date<sup>2</sup> Interest Rate<sup>2</sup> Dated Date CUSIP No.<sup>2</sup>  
September 1, 20\_\_ % \_\_\_\_\_ 1, 20\_\_

9 ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF AUSTIN, TEXAS  
10 (the "City"), in the Counties of Travis, Williamson and Hays, hereby promises to pay to

11 \_\_\_\_\_  
12 or to the registered assignee hereof (either being hereinafter called the "registered owner") the  
13 principal amount of:

14 \_\_\_\_\_ DOLLARS

15 and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified  
16 above, or the date of its redemption prior to scheduled maturity, at the rate of interest per annum  
17 specified above, with said interest being payable on \_\_\_\_\_, 20\_\_, and semiannually on each  
18 September 1 and March 1 thereafter; except that if the Paying Agent/Registrar's Authentication  
19 Certificate appearing on the face of this Bond is dated later than \_\_\_\_\_, 20\_\_, such interest is  
20 payable semiannually on each September 1 and March 1 following such date.<sup>3</sup>

\_\_\_\_\_  
<sup>1</sup> The initial Bond shall be numbered T-1.

<sup>2</sup> To be omitted from the initial Bond.

<sup>3</sup> The first paragraph of the initial Bond shall read as follows:

"ON THE MATURITY DATES SPECIFIED BELOW, THE CITY OF AUSTIN, TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, hereby promises to pay to \_\_\_\_\_ or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amounts shown below: [Insert information regarding maturity dates, principal amounts and interest rates from the Pricing Certificate] and to pay interest thereon, from the Dated Date specified above, to the Maturity Dates specified above, or the date of its redemption prior to scheduled maturity, at the rates of interest per annum specified above, with said interest being payable on \_\_\_\_\_, 20\_\_, and semiannually on each September 1 and March 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Bond is dated later than \_\_\_\_\_, 20\_\_, such interest is payable semiannually on each September 1 and March 1 following such date."

1 THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of  
2 the United States of America, without exchange or collection charges. The principal of this Bond  
3 shall be paid to the registered owner hereof upon presentation and surrender of this Bond at  
4 maturity or redemption prior to maturity at the designated corporate trust office in Houston,  
5 Texas (the "Designated Payment/Transfer Office") of U.S. Bank National Association, which is  
6 the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made  
7 by the Paying Agent/Registrar to the registered owner hereof as shown by the Registration Books  
8 kept by the Paying Agent/Registrar at the close of business on the record date, which is the 15th  
9 day of the month next preceding such interest payment date by check, dated as of such interest  
10 payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the  
11 City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter  
12 provided; and such check shall be sent by the Paying Agent/Registrar by United States mail,  
13 first-class postage prepaid, on each such interest payment date, to the registered owner hereof at  
14 its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as  
15 hereinafter described. Any accrued interest due at maturity or upon redemption of this Bond  
16 prior to maturity as provided herein shall be paid to the registered owner upon presentation and  
17 surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office  
18 of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that  
19 no later than each principal payment and/or interest payment date for this Bond it will make  
20 available to the Paying Agent/Registrar from the Interest and Sinking Fund as defined by the  
21 ordinance authorizing the Bonds (the "Ordinance") the amounts required to provide for the  
22 payment, in immediately available funds, of all principal of, premium, if any, and interest on the  
23 Bonds, when due.

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

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

1        THIS BOND is one of a series of Bonds of like tenor and effect except as to number,  
2 principal amount, interest rate, maturity and option of redemption, authorized in accordance with  
3 the Constitution and laws of the State of Texas in the aggregate principal amount of  
4 \$\_\_\_\_\_, for the purpose of providing funds with which to (i) make and acquire various  
5 public improvements for the City and (ii) pay the costs of issuance associated with the sale of the  
6 Bonds.

7        ON SEPTEMBER 1, 20\_\_\_\_, or on any date thereafter, the Bonds of this series maturing  
8 on September 1, 20\_\_\_\_, and thereafter may be redeemed prior to their scheduled maturities, at  
9 the option of the City, in whole, or in part, at a price equal to the principal amount thereof, plus  
10 accrued interest to the date fixed for redemption. The years of maturity of the Bonds called for  
11 redemption at the option of the City prior to stated maturity shall be selected by the City. The  
12 Bonds or portions thereof redeemed within a maturity shall be selected by lot or other customary  
13 random selection method by the Paying Agent/Registrar; provided, that during any period in  
14 which ownership of the Bonds is determined only by a book entry at a securities depository for  
15 the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate  
16 are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be  
17 selected in accordance with the arrangements between the City and the securities depository.

18        THE BONDS maturing on September 1, 20\_\_ (the "Term Bonds") are subject to  
19 mandatory sinking fund redemption in part by lot or other customary random selection method  
20 pursuant to the terms of the Ordinance, on September 1 in the following years and in the  
21 following amounts, at a price equal to the principal amount thereof, plus accrued and unpaid  
22 interest to the date of redemption, without premium:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|             | \$                      |
| *           |                         |

23 \_\_\_\_\_  
24 \* Final Maturity

25        THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the  
26 operation of such mandatory redemption provisions may be reduced, at the option of the City, by  
27 the principal amount of the Term Bonds of the same maturity which (i) have been acquired by  
28 the City with funds on deposit in the Interest and Sinking Fund for the Bonds at a price not  
29 exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase  
30 and delivered to the Paying Agent/Registrar for cancellation or (ii) have been redeemed pursuant  
31 to the optional redemption provisions above and not theretofore credited against a mandatory  
32 redemption requirement.

33        AT LEAST thirty (30) days prior to the date fixed for any redemption, a written notice of  
34 redemption shall be given to the registered owner of each Bond or a portion thereof being called  
35 for redemption by depositing such notice in the United States mail, first-class postage prepaid,  
36 addressed to each such registered owner at his address shown on the Registration Books of the  
37 Paying Agent/Registrar. By the date fixed for any redemption due provision shall be made by  
38 the City with the Paying Agent/Registrar for the payment of the required redemption price for  
39 this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the

1 date fixed for redemption. If notice of redemption is given, and if due provision for such  
2 payment is made, all as provided above, this Bond, or the portion hereof which is to be so  
3 redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not  
4 bear interest after the date fixed for its redemption, and shall not be regarded as being  
5 outstanding except for the right of the registered owner to receive the redemption price plus  
6 accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the  
7 funds provided for payment. The Paying Agent/Registrar shall record in the Registration Books  
8 all redemptions of principal of this Bond or any portion hereof. If a portion of any Bond shall be  
9 redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same  
10 rate, in any denomination or denominations in any integral multiple of \$5,000, at the written  
11 request of the registered owner, and in an aggregate principal amount equal to the unredeemed  
12 portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation,  
13 at the expense of the City, all as provided in the Ordinance. If a notice of redemption is given  
14 and sufficient funds are not received for the payment of the required redemption price for the  
15 Bonds which are to be redeemed, the notice shall be of no force and effect, the City shall not  
16 redeem the Bonds, and the Paying Agent/Registrar shall give notice, in the manner in which the  
17 notice of redemption was given, that the Bonds have not been redeemed.

18 ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without  
19 interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized  
20 Denomination"). As provided in the Ordinance, this Bond may, at the request of the registered  
21 owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like  
22 aggregate principal amount of fully registered bonds, without interest coupons, payable to the  
23 appropriate registered owner, assignee, or assignees, as the case may be, having the same  
24 maturity date, and bearing interest at the same rate, in any Authorized Denomination as  
25 requested in writing by the appropriate registered owner, assignee, or assignees, as the case may  
26 be, upon surrender of this Bond to the Paying Agent/Registrar at its Designated  
27 Payment/Transfer Office for cancellation, all in accordance with the form and procedures set  
28 forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond  
29 must be presented and surrendered to the Paying Agent/Registrar, together with proper  
30 instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying  
31 Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any  
32 integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any  
33 such portion or portions hereof is or are to be transferred and registered. The form of Assignment  
34 printed or endorsed on this Bond may be executed by the registered owner to evidence the  
35 assignment hereof, but such method is not exclusive, and other instruments of assignment  
36 satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond  
37 or any portion or portions hereof from time to time by the registered owner. The one requesting  
38 such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and  
39 charges for exchanging any Bond or portion thereof. The foregoing notwithstanding, in the case  
40 of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof,  
41 such fees and charges of the Paying Agent/Registrar will be paid by the City. In any  
42 circumstance, any taxes or governmental charges required to be paid with respect thereto shall be  
43 paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the  
44 exercise of such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar  
45 shall be required to transfer or exchange any Bond so selected for redemption, in whole or in  
46 part, within forty-five (45) calendar days of the date fixed for redemption; provided, however,

1 such limitation of transfer shall not be applicable to an exchange by the registered owner of the  
2 uncalled principal of a Bond.

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

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

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

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

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

\_\_\_\_\_  
City Clerk,  
City of Austin, Texas

\_\_\_\_\_  
Mayor,  
City of Austin, Texas

(SEAL)

\* \* \* \* \*

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

# PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated:

Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

\* \* \* \* \*

FORM OF COMPTROLLER'S CERTIFICATE (ATTACHED TO  
THE BONDS UPON INITIAL DELIVERY THEREOF):

OFFICE OF COMPTROLLER

REGISTER NO. \_\_\_\_\_

STATE OF TEXAS

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Austin, Texas, payable in the manner provided by and in the ordinance authorizing same, and said Bond has this day been registered by me.

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

Comptroller of Public Accounts of the  
State of Texas

(SEAL)

\* \* \* \* \*

1 FORM OF ASSIGNMENT:

2 ASSIGNMENT

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

4 \_\_\_\_\_  
5 Please insert Social Security or Taxpayer Identification Number of Transferee

6 \_\_\_\_\_  
7 / \_\_\_\_\_ /

8 \_\_\_\_\_  
9 (please print or typewrite name and address, including zip code of Transferee)

10 \_\_\_\_\_  
11 the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
12 \_\_\_\_\_ attorney to register the transfer of  
13 the within Bond on the books kept for registration thereof, with full power of substitution in the  
14 premises.

15 Dated: \_\_\_\_\_

16 Signature Guaranteed:

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

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