

1 **EXHIBIT A**

2 **Form of Obligation**

3 NO. R-__¹ \$_____

4 UNITED STATES OF AMERICA
5 STATE OF TEXAS

6 CITY OF AUSTIN, TEXAS
7 PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION,
8 SERIES 2017

Maturity Date² Interest Rate² Dated Date CUSIP No.²
_____ 1, 20_____ % _____, 2017

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 at the rate of interest per annum specified above, with said interest being payable on
17 May 1, 2018, and semiannually on each November 1 and May 1 thereafter; except that if the
18 Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is
19 dated later than May 1, 2018, such interest is payable semiannually on each November 1 and
20 May 1 following such date.³

_____ ¹ The initial Obligation shall be numbered T-1.

² To be omitted from the initial Obligation.

³ The first paragraph of the initial Obligation 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 at the rates of interest per annum specified above, with said interest being payable on May 1, 2018, and semiannually on each November 1 and May 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is dated later than May 1, 2018, such interest is payable semiannually on each November 1 and May 1 following such date."

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

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

1 THIS OBLIGATION is one of a series of Obligations of like tenor and effect except as to
2 number, principal amount, interest rate and maturity authorized in accordance with the
3 Constitution and laws of the State of Texas in the aggregate principal amount of
4 \$_____, for the purpose of (i) paying all or a portion of the City’s contractual
5 obligations to be incurred in connection with the acquisition, purchase or financing of personal
6 property, and (ii) paying the costs of issuance associated with the sale of the Obligations, as
7 described in the Ordinance, in accordance with the provisions of the Public Property Finance
8 Act, Section 271.001, et seq., Local Government Code.

9 ALL OBLIGATIONS OF THIS SERIES are issuable solely as fully registered
10 obligations, without interest coupons, in the denomination of any integral multiple of \$5,000 (an
11 “Authorized Denomination”). As provided in the Ordinance, this Obligation may, at the request
12 of the registered owner or the assignee or assignees hereof, be assigned, transferred, and
13 exchanged for a like aggregate principal amount of fully registered obligations, without interest
14 coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be,
15 having the same maturity date, and bearing interest at the same rate, in any Authorized
16 Denomination as requested in writing by the appropriate registered owner, assignee, or
17 assignees, as the case may be, upon surrender of this Obligation to the Paying Agent/Registrar at
18 its Designated Payment/Transfer Office for cancellation, all in accordance with the form and
19 procedures set forth in the Ordinance. Among other requirements for such assignment and
20 transfer, this Obligation must be presented and surrendered to the Paying Agent/Registrar,
21 together with proper instruments of assignment, in form and with guarantee of signatures
22 satisfactory to the Paying Agent/Registrar, evidencing assignment of this Obligation or any
23 portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in
24 whose name or names this Obligation or any such portion or portions hereof is or are to be
25 transferred and registered. The form of Assignment printed or endorsed on this Obligation may
26 be executed by the registered owner to evidence the assignment hereof, but such method is not
27 exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be
28 used to evidence the assignment of this Obligation or any portion or portions hereof from time to
29 time by the registered owner. The one requesting such exchange shall pay the Paying
30 Agent/Registrar’s reasonable standard or customary fees and charges for exchanging any
31 Obligation or portion thereof. The foregoing notwithstanding, in the case of the exchange of an
32 assigned and transferred Obligation or Obligations or any portion or portions thereof, such fees
33 and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any
34 taxes or governmental charges required to be paid with respect thereto shall be paid by the one
35 requesting such assignment, transfer, or exchange as a condition precedent to the exercise of
36 such privilege.

37 WHENEVER the beneficial ownership of this Obligation is determined by a book entry
38 at a securities depository for the Obligations, the foregoing requirements of holding, delivering
39 or transferring this Obligation shall be modified to require the appropriate person or entity to
40 meet the requirements of the securities depository as to registering or transferring the book entry
41 to produce the same effect.

42 IN THE EVENT any Paying Agent/Registrar for the Obligations is changed by the City,
43 resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it

1 promptly will appoint a competent and legally qualified substitute therefor, and promptly will
2 cause written notice thereof to be mailed to the registered owners of the Obligations.

3 IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Obligation, and
4 the series of which it is a part, is duly authorized by law; that all acts, conditions and things
5 required to be done precedent to and in the issuance of this series of Obligations, and of this
6 Obligation, have been properly done and performed and have happened in regular and due time,
7 form and manner as required by law; that sufficient and proper provision for the levy and
8 collection of ad valorem taxes has been made, which, when collected, shall be appropriated
9 exclusively to the payment of this Obligation and the series of which it is a part; and that the total
10 indebtedness of the City of Austin, Texas, including the entire series of Obligations of which this
11 is one, does not exceed any constitutional or statutory limitation.

12 BY BECOMING the registered owner of this Obligation, the registered owner thereby
13 acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms
14 and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in
15 the official minutes and records of the governing body of the City, and agrees that the terms and
16 provisions of this Obligation and the Ordinance constitute a contract between each registered
17 owner hereof and the City.

18 IN WITNESS WHEREOF, this Obligation has been duly executed on behalf of the City,
19 under its official seal, in accordance with law.

City Clerk,
City of Austin, Texas

Mayor,
City of Austin, Texas

(SEAL)

20

1 FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

2 PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

6 It is hereby certified that this Obligation has been issued under the provisions of the
7 proceedings adopted by the City as described in the text of this Obligation; and that this
8 Obligation has been issued in conversion of and exchange for or replacement of an obligation,
9 obligations, or a portion of an obligation or obligations of an issue which originally was
10 approved by the Attorney General of the State of Texas and registered by the Comptroller of
11 Public Accounts of the State of Texas.

Dated: _____ [_____] ,
Paying Agent/Registrar

By: _____
Authorized Representative

12 * * * * *

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

15 OFFICE OF COMPTROLLER :
16 : REGISTER NO. _____
17 STATE OF TEXAS :

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

24 WITNESS MY HAND and seal of office at Austin, Texas _____.

25 _____
26 Comptroller of Public Accounts of the
27 State of Texas

28 (SEAL)

29 * * * * *

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 Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints
12 _____
13 attorney to register the transfer of the within Obligation on the books kept for registration
14 thereof, with full power of substitution in the 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 Obligation in every particular, without alteration or enlargement or any change whatsoever.