

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 SERIES 2017

Maturity Date<sup>2</sup> Interest Rate<sup>2</sup> Dated Date CUSIP No.<sup>2</sup>  
September 1, 20\_\_ \_\_\_\_\_% \_\_\_\_\_ 1, 2017

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

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

15 \_\_\_\_\_ DOLLARS

16 and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified  
17 above, or the date of its redemption prior to scheduled maturity, at the rate of interest per annum  
18 specified above, with said interest being payable on March 1, 2018, and semiannually on each  
19 September 1 and March 1 thereafter; except that if the Paying Agent/Registrar's Authentication  
20 Certificate appearing on the face of this Bond is dated later than March 1, 2018, such interest is  
21 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 March 1, 2018, 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

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

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

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

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than March 1, 2018, such interest is payable semiannually on each September 1 and March 1  
following such date.”

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 public improvements  
5 for the City, as described in the Ordinance, and (ii) pay the costs of issuance associated with the  
6 sale of the 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 the  
9 option of the City, in whole, or in part, at a price equal to the principal amount thereof, plus accrued  
10 interest to the date fixed for redemption. The years of maturity of the Bonds called for redemption  
11 at the option of the City prior to stated maturity shall be selected by the City. The Bonds or portions  
12 thereof redeemed within a maturity shall be selected by lot or other customary random selection  
13 method by the Paying Agent/Registrar; provided, that during any period in which ownership of  
14 the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer  
15 than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed,  
16 the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance  
17 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 following  
21 amounts, at a price equal to the principal amount thereof, plus accrued and unpaid interest to the  
22 date of redemption, without premium:

<u>Year</u>	<u>Principal Amount</u>
	\$
*	
_____	
* Final Maturity	

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

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

1 fixed for redemption. If notice of redemption is given, and if due provision for such payment is  
2 made, all as provided above, this Bond, or the portion hereof which is to be so redeemed, thereby  
3 automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after  
4 the date fixed for its redemption, and shall not be regarded as being outstanding except for the  
5 right of the registered owner to receive the redemption price plus accrued interest to the date fixed  
6 for redemption from the Paying Agent/Registrar out of the funds provided for payment. The Paying  
7 Agent/Registrar shall record in the Registration Books all redemptions of principal of this Bond  
8 or any portion hereof. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds  
9 having the same maturity date, bearing interest at the same rate, in any denomination or  
10 denominations in any integral multiple of \$5,000, at the written request of the registered owner,  
11 and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to  
12 the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as  
13 provided in the Ordinance. If a notice of redemption is given and sufficient funds are not received  
14 for the payment of the required redemption price for the Bonds which are to be redeemed, the  
15 notice shall be of no force and effect, the City shall not redeem the Bonds, and the Paying  
16 Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that  
17 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 maturity  
24 date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing  
25 by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of  
26 this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for  
27 cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among  
28 other requirements for such assignment and transfer, this Bond must be presented and surrendered  
29 to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with  
30 guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this  
31 Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or  
32 assignees in whose name or names this Bond or any such portion or portions hereof is or are to be  
33 transferred and registered. The form of Assignment printed or endorsed on this Bond may be  
34 executed by the registered owner to evidence the assignment hereof, but such method is not  
35 exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be  
36 used to evidence the assignment of this Bond or any portion or portions hereof from time to time  
37 by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's  
38 reasonable standard or customary fees and charges for exchanging any Bond or portion thereof.  
39 The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Bond  
40 or Bonds or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar  
41 will be paid by the City. In any circumstance, any taxes or governmental charges required to be  
42 paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange  
43 as a condition precedent to the exercise of such privilege. In any circumstance, neither the City  
44 nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond so selected for  
45 redemption, in whole or in part, within forty-five (45) calendar days of the date fixed for

1 redemption; provided, however, such limitation of transfer shall not be applicable to an exchange  
2 by the registered owner of the 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 produce  
7 the same effect.

8           IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns,  
9 or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will  
10 appoint a competent and legally qualified substitute therefor, and promptly will cause written  
11 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 series  
13 of which it is a part, is duly authorized by law; that all acts, conditions and things required to be  
14 done precedent to and in the issuance of this series of bonds, and of this Bond, have been properly  
15 done and performed and have happened in regular and due time, form and manner as required by  
16 law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been  
17 made, which, when collected, shall be appropriated exclusively to the payment of this Bond and  
18 the series of which it is a part; and that the total indebtedness of the City of Austin, Texas, including  
19 the entire series of bonds of which this is one, does not exceed any constitutional or statutory  
20 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)

29

30

\* \* \* \* \*

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

2 PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
3 (To be executed if this Bond 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 Bond has been issued under the provisions of the proceedings  
7 adopted by the City as described in the text of this Bond; and that this Bond has been issued in  
8 conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds  
9 of an issue which originally was approved by the Attorney General of the State of Texas and  
10 registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_ [\_\_\_\_\_] ,  
Paying Agent/Registrar

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

11

12

\* \* \* \* \*

13 FORM OF COMPTROLLER'S CERTIFICATE (ATTACHED TO  
14 THE BONDS 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 Bond has been examined by him as required by  
20 law, and that he finds that it has been issued in conformity with the Constitution and laws of the  
21 State of Texas, and that it is a valid and binding obligation of the City of Austin, Texas, payable  
22 in the manner provided by and in the ordinance authorizing same, and said Bond has this day been  
23 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

\* \* \* \* \*

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FORM OF ASSIGNMENT:  
ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

\_\_\_\_\_  
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.