

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS PAYING AGENT/REGISTRAR AGREEMENT (the "Agreement"), dated as of the 28th day of August, 2014, is by and between the Mueller Local Government Corporation (the "Issuer") and U.S. Bank N.A., a national banking association organized and existing under the laws of the United States of America (together with any successor, the "Bank");

### **WITNESSETH:**

WHEREAS, the Issuer is authorized to issue the obligations described in Exhibit A hereto (the "Bonds") in accordance with the resolution adopted by the Issuer on August 28, 2014 (the "Resolution"). The Resolution approved the sale of the Bonds, and affirmed that the Indenture of Trust between the Issuer and Deutsche Bank Trust Company Americas, as trustee, dated as of September 1, 2009 (the "Indenture"), applies to the Bonds. The Bank is the successor of Deutsche Bank Trust Company Americas as trustee under the Indenture. The Resolution and the Indenture are incorporated herein for all purposes. The Resolution and the Indenture are collectively referred to herein as the "Bond Documents");

WHEREAS, the Issuer desires that the Bonds be issued in fully registered form with privileges of transfer and exchange as herein provided, and as authorized in the Bond Documents;

WHEREAS, the Issuer has authorized the issuance of the Bonds subject to the terms of the Bond Documents and, to provide for registration, payment, transfer, exchange, and replacement of the Bonds, the Issuer has authorized the execution and delivery of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the Issuer and the Bank agree as follows:

### **ARTICLE ONE**

#### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

##### **SECTION 1.01. Definitions.**

The terms defined in this Article shall have the meaning set out below unless the context requires a different meaning:

"Agreement" means this agreement as originally executed or as it may from time to time be supplemented, modified, or amended.

"Authorized Denomination" means \$5,000 or any integral multiple thereof.

"Bank" and "Paying Agent/Registrar" each means the entity named as the "Bank" in the first paragraph of this Agreement or a successor financial institution selected in accordance with the applicable provisions of this Agreement.

"Bond Documents" means, collectively, the Indenture and the Resolution.

"Bond Register" has the meaning stated in Section 5.01.

"Bonds" means the obligations issued by the Issuer that are to be governed by this Agreement, as described in Exhibit A attached hereto.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in New York, New York are required or authorized by law (including executive order) to close, or (iii) a day on which the New York Stock Exchange is closed.

"Designated Payment/Transfer Office" means the corporate trust office of the Paying Agent/ Registrar designated as the place of payment, transfer and exchange of the Bonds, initially, the corporate trust office of the Paying Agent/Registrar in Houston, Texas.

"Holder" when used with respect to any Bond, means the Person in whose name such Bond is registered in the Bond Register.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bonds.

"Indenture" has the meaning stated in the preamble to this Agreement.

"Issuer" means the Mueller Local Government Corporation and any successor to its duties and functions.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the President, Vice President, Secretary or Treasurer of the Issuer, any one or more of said officials, and delivered to the Bank.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein provided, whether at the Stated Maturity or by call for redemption or otherwise.

"Person" means any entity, individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any governmental agency or political subdivision.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond, and, for purposes of this definition, any Bond authenticated and delivered under Section 5.02 in lieu of a mutilated, lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond.

"Record Date" for the interest payable on an Interest Payment Date means the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms thereof, the Bond Documents and this Agreement.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which it is to be redeemed pursuant to terms thereof and the Bond Documents, excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Resolution" has the meaning stated in the preamble to this Agreement.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

#### SECTION 1.02. Written Communication.

Any request, demand, authorization, direction, notice, consent, waiver, or other written communication provided or permitted by this Agreement to be made upon, given or furnished to, or filed with.

A. the Issuer, shall be sufficient for every purpose hereunder if in writing and mailed, first-class, postage prepaid, to the Issuer addressed to it at 301 West 2nd Street, Austin, Texas 78701, Attention: Chief Financial Officer, or at any other address previously furnished to the Bank in writing by the Issuer, and

B. the Bank, shall be sufficient for every purpose hereunder if in writing and mailed, first-class, postage prepaid (and properly referred to this Agreement or the Bonds), to the Bank addressed to it at 5555 San Felipe, 11th Floor, Houston, Texas 77056, or at any other address previously furnished to the Issuer in writing by the Bank.

#### SECTION 1.03. Notice to Holders; Waiver.

Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise expressly provided herein) if in writing and mailed, first-

class, postage prepaid, to each Holder, at the address of such Holder as it appears in the Bond Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to all other Holders. Where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Bank, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

#### SECTION 1.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

#### SECTION 1.05. Successors and Assigns.

All covenants and agreements in this Agreement by the Issuer or the Bank shall bind its successors and assigns.

#### SECTION 1.06. Severability Clause.

In case any provision of this Agreement, the Bond Documents, or the Bonds or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

#### SECTION 1.07. Amendment.

This Agreement may be amended only by an agreement in writing by both of the parties hereto.

#### SECTION 1.08. Benefits of Agreement.

Nothing in this Agreement or in the Bonds, expressed or implied, shall give to any Person other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

#### SECTION 1.09. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

## ARTICLE TWO

### THE BONDS

#### SECTION 2.01. Forms Generally.

The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (the "Registration Certificate"), the Paying Agent/Registrar's Authentication Certificate (the "Authentication Certificate"), and the Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in the Bond Documents with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Bond Documents and this Agreement and may have such letters, numbers, or other marks of identification and the Bonds may have such legends and endorsements thereon (including any reproduction of an opinion of counsel) as may, consistently herewith, be established by the Bond Documents or determined by the officers executing such Bonds as evidenced by their execution of such Bonds.

#### SECTION 2.02. Execution, Registration, Delivery, and Dating.

The Bonds shall be executed on behalf of the Issuer as provided in the Bond Documents.

No Bond shall be entitled to any right or benefit under this Agreement or the Bond Documents, or be valid or obligatory for any purpose, unless there appears on such Bond either the Registration Certificate, executed by the Comptroller of Public Accounts of the State of Texas or the duly authorized agent thereof, by manual signature, or the Authentication Certificate, executed by the Bank, by manual signature, and either such Certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered or delivered.

#### SECTION 2.03. Cancellation.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever and all Bonds so delivered shall be promptly cancelled by the Bank. No Bond shall be registered in lieu of or in exchange for any Bond cancelled as provided by this Agreement. All cancelled Bonds held by the Bank shall be disposed of as directed by Issuer Request.

#### SECTION 2.04. Persons Deemed Owners.

The Issuer or the Bank may treat the Person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal (and Redemption Price, if applicable) of and interest on such Bond and for all other purposes whatsoever whether or not such Bond be overdue, and, to the extent permitted by law, none of the Issuer, the Bank, and any such agent shall be affected by notice to the contrary.

## ARTICLE THREE

### PAYMENT OF BONDS

#### SECTION 3.01. Payment of Interest.

Interest on any Bond of any series which is payable on any Interest Payment Date shall be paid to the Holder of such Bond as determined at the close of business on the Record Date.

Such interest shall be paid by the Bank by check mailed to the Holder at the address of such Holder as it appears on the Bond Register, or by such other customary banking arrangements to which the Holder and the Bank may agree, but solely from funds collected from the Issuer for such purpose.

Each Bond delivered under this Agreement upon transfer or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

#### SECTION 3.02. Payment of Principal and Redemption Price.

Principal (and the Redemption Price, if applicable) of each Bond shall be paid by the Bank to the Holder at the Maturity thereof, but solely from funds collected from the Issuer for such purpose, upon presentation and surrender of such Bond to the Bank for cancellation. All Bonds presented and surrendered for payment shall be delivered to the Designated Payment/Transfer Office.

#### SECTION 3.03. Issuer to Deposit Funds.

In accordance with the terms of the Bond Documents, the Issuer will duly and punctually deposit with the Bank, at its corporate trust office in Houston, Texas, on or before each Stated Maturity of interest on Bonds and each Maturity of Bonds, money sufficient to pay the principal (and Redemption Price, if applicable) of and interest on the Bonds when due.

## ARTICLE FOUR

### REDEMPTION OF BONDS

#### SECTION 4.01. General Applicability of Article.

If the Bonds are to be redeemed before their Stated Maturity, they shall be redeemed in accordance with their terms and the Bond Documents.

#### SECTION 4.02. Election to Redeem; Notice to Bank.

The exercise by the Issuer of its option to redeem any Bonds shall be evidenced by Issuer action consistent with the provisions of the Bond Documents. In case of any redemption at the election of the Issuer of less than all of the outstanding Bonds, the Issuer shall, at least 45 days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Bank), notify the Bank of such Redemption Date and of the principal amount of Bonds of each Stated Maturity to be redeemed, and the Redemption Price to be paid to the Holders.

#### SECTION 4.03. Notice of Redemption.

Notice of redemption shall be given by the Bank in the name and at the expense of the Issuer, prior to the Redemption Date, to each Person entitled to receive notice of such redemption at the times and in the manner required by the Bond Documents. If required by the terms of the Bond Documents, any notice shall be published in the newspaper or other financial journal or publication as provided in the Bond Documents.

All notices of redemption shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the Maturity, the CUSIP number, if any, the Bond numbers, the amounts called of each Bond, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Bank and the address at which the Bond may be redeemed including a contact person and telephone number.

### ARTICLE FIVE

#### REGISTRATION, TRANSFER, EXCHANGE, AND REPLACEMENT OF BONDS

#### SECTION 5.01. Registration, Transfer, and Exchange.

The Bank shall keep at the Designated Payment/Transfer Office a register (herein referred to as the "Bond Register") in which, subject to such reasonable regulations as the Issuer or the Bank may prescribe, the Bank shall provide for the registration of the Bonds and registration of transfers of the Bonds as herein provided.

Upon surrender for transfer or exchange of any Bond at the Designated Payment/Transfer Office of the Bank, the Bank shall register and deliver, in the name of the designated transferee or transferees, one or more new fully registered Bonds of the same maturity, of any Authorized

Denominations, and of a like aggregate principal amount in accordance with the terms of the Bond Documents.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed (if so required by the Bank) or be accompanied by a written instrument of transfer in form satisfactory to the Bank duly executed by the Holder or the attorney thereof duly authorized in writing. To the extent possible, new Bonds issued in an exchange or transfer will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt thereof to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Bank.

Neither the Issuer nor the Bank shall be required (i) to issue, transfer, or exchange any Bond subject to redemption during a period beginning at the opening of business forty-five (45) days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond after it is so selected for redemption, in whole or in part, prior to the redemption date; except that at the option of the Holder of at least \$1,000,000 in principal amount of a series of Bonds, the Bank is required to transfer or exchange any such Bond which has been selected in whole or in part for redemption upon the surrender thereof.

In the event that the use of book-entry transfers for the Bonds is discontinued, the Issuer shall provide an adequate inventory of Bond certificates to facilitate transfers and exchanges. The Bank covenants that it will maintain Bond certificates in safekeeping and will use reasonable care in maintaining such condition in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

The Bank as "Registrar" under the terms of the Bond Documents will maintain the records of the Bond Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain the Bond Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Bond Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

#### SECTION 5.02. Mutilated, Destroyed, Lost, and Stolen Bonds.

If (i) any mutilated Bond is surrendered to the Bank, or the Issuer and the Bank receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by them to save each of them harmless, then the Issuer shall execute and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond (but only upon surrender of such Bond if such Bond is mutilated), a new Bond of the same

series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding, in accordance with the Bond Documents.

In case any such mutilated, destroyed, lost or stolen Bond shall have matured and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bonds, the Issuer in its discretion may by Issuer Request have the Bank pay such Bond instead of issuing a new Bond, provided security or indemnity is furnished to the Issuer and the Bank as may be required by them to save each of them harmless from any loss or damage with respect thereto, all in accordance with the Bond Documents and this Agreement.

#### SECTION 5.03. List of Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the agreed upon fee, within five Business Days of receipt of such request, a copy of the information contained in the Bond Register. The Issuer may also inspect the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any Person other than pursuant to a Issuer Request or other than to an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

#### SECTION 5.04. Surety Bond.

The Issuer hereby accepts the Bank's current blanket bond for lost, stolen or destroyed Bonds. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond. The blanket bond then utilized for the purpose of lost, stolen, or destroyed certificates by the Bank is available for inspection by the Issuer upon reasonable request.

#### SECTION 5.05. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Bonds it has paid, Bonds it has delivered upon the transfer or exchange of any Bond, and Bonds it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Bonds.

### ARTICLE SIX

#### RIGHTS AND OBLIGATIONS OF BANK

SECTION 6.01. Certain Duties and Responsibilities.

A. The Bank:

1. shall perform the duties imposed on the Bank under the Bond Documents.
2. shall exercise reasonable care in the performance of its duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Bank; and
3. in the absence of bad faith on its part, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Agreement, but in the case of any opinions which by any provision hereof are specifically required to be furnished to the Bank, shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

B. No provision of this Agreement shall be construed to relieve the Bank from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct except that:

1. this Subsection shall not be construed to limit the effect of Subsection A of this Section; and
2. the Bank shall not be liable for any error of judgment made in good faith by any officer thereof, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

C. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Bank shall be subject to the provisions of this Section.

D. By executing this Agreement, the Bank hereby represents that it has received certified copies of the Bond Documents.

SECTION 6.02. Certain Rights of Bank.

Except as otherwise provided in Section 6.01 hereof:

A. the Bank may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, coupon or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

B. the Bank may consult with legal counsel and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted by the Bank hereunder in good faith and in reliance thereon;

C. the Bank shall not be bound to make any investigation into the facts of matters stated in any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, coupon or other paper or document, but the Bank, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Bank shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records, and premises of the Issuer, personally or by agent or attorney; and

D. the Bank may execute any of the trusts or powers hereunder or perform any of the duties hereunder either directly or by or through agents or attorneys, and the Bank shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed hereunder with due care by it.

#### SECTION 6.03. Not Responsible for Recitals.

The recitals contained in the Bonds, except any Authentication Certificate signed by the Bank on the Bonds, shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

#### SECTION 6.04. May Hold Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds and otherwise deal with the Issuer with the same rights it would have if it were not serving as paying agent, transfer agent, bond registrar, authenticating agent, or in any other capacity hereunder.

#### SECTION 6.05. Money Deposited with Bank.

Money deposited by the Issuer with the Bank for payment of principal (or Redemption Price, if applicable) of or interest on any Bonds shall be segregated from other funds of the Bank and the Issuer and shall be held in trust for the benefit of the Holders of such Bonds.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer, including specifically to provide for the collateralization of funds not covered by federal deposit insurance.

Amounts held by the Bank which represent principal of and interest on the Bonds remaining unclaimed by the owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Bank in

accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

The Bank shall be under no liability for interest on any money received by it hereunder.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions, or act in any other capacity not in conflict with its duties hereunder.

#### SECTION 6.06. Compensation and Reimbursement.

The Issuer agrees:

A. to pay to the Bank from time to time reasonable compensation for all services rendered by it hereunder, which compensation shall be established initially for the Bonds in accordance with the schedule attached hereto as Exhibit B, which is made a part hereof for all purposes;

B. except as otherwise expressly provided herein, to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any provisions of this Agreement, except to the extent (i) covered by the compensation established pursuant to Subsection A of this Section or (ii) any such expense, disbursement, or advance as may be attributable to the negligence or bad faith of the Bank; and

C. to the extent permitted by law, to indemnify the Bank for, and to hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with the administration or performance of its duties and obligations hereunder, including the costs and expenses of defending itself (including counsel fees) against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

#### SECTION 6.07. Resignation and Removal.

The Bank may resign from its duties hereunder at any time by giving not less than sixty (60) days written notice thereof to the Issuer, with such resignation effective upon the appointment of a successor thereto.

The Bank may be removed from its duties hereunder at any time with or without cause by the Issuer designating a successor upon not less than sixty (60) days written notice; provided, however, that no such removal shall become effective until such successor shall have accepted the duties of the Bank hereunder by written instrument.

Upon the effective date of such resignation or removal (or any earlier date designated by the Issuer in case of resignation) the Bank shall, upon payment of all its fees, charges, and expenses then due, transfer and deliver to, or upon the order of, the Issuer all funds, records, and Bonds held by it (except any Bonds owned by the Bank as Holder or pledgee), under this Agreement.

If the Bank shall resign or be removed, the Issuer shall promptly appoint and engage a successor to act in the place of the Bank hereunder, which appointment shall be effective as of the effective date of the resignation or removal of the Bank. Such successor shall immediately give notice of its substitution hereunder in the name of the Issuer to the Holders, including the name of the successor to the Bank and the address of its principal office and office of payment as provided in the Bond Documents.

**SECTION 6.08. Merger, Conversion, Consolidation, or Succession.**

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further acts on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bond so registered with the same effect as if such successor Bank had itself registered such Bonds.

**SECTION 6.09. Bank Not a Trustee.**

This Agreement shall not be construed to require the Bank to enforce any remedy which any Holder may have against the Issuer during any default or event of default under any agreement between any Holder and the Issuer, including the Bond Documents, or to act as trustee for such Holder.

**SECTION 6.10. Bank Not Responsible for Bonds.**

The Bank shall not be accountable for the use of any Bonds or for the use on application of the proceeds thereof.

**SECTION 6.11. Adjudication and Interpleader.**

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its persons as well as funds on deposit, in the appropriate state or federal court in the State of Texas, and agree that service of process by certified or registered mail, return-receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of

Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming interest herein.

SECTION 6.12. Bank's Funds Not Used.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank shall in no event be liable to the Issuer, any Holder, or any other Person for any amount due on any Bond from its own funds.

SECTION 6.13. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Bonds are otherwise qualified and accepted for The Depository Trust Company services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the operational arrangements which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time and notification of redemptions and calls.

SECTION 6.14. Reporting Requirements.

To the extent required by the Code or the Treasury Regulations, the Bank shall report the amount of interest paid or the amount treated as interest accrued on the Bonds which is required to be reported by the Holders on their returns of federal income tax, or assure that such a report is made, to the Holders and the Internal Revenue Service.

SECTION 6.15. Entire Agreement.

This Agreement and the Bond Documents constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Documents, the Bond Documents shall govern.

SECTION 6.16. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

*[Execution Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, and their respective seals to be hereunto affixed and attested, all as of the day and year first above written.

MUELLER LOCAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

U.S.BANK N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Mueller Local Government Corporation Tax Increment Contract Revenue Bonds, Series 2014, in the aggregate principal amount of \$18,000,000.

EXHIBIT B

FEE SCHEDULE  
PAYING AGENCY SERVICES

|                            |                 |
|----------------------------|-----------------|
| ACCEPTANCE FEE:            | Waived          |
| ANNUAL ADMINISTRATION FEE: | \$_____         |
| LEGAL FEE:                 | At cost, if any |

The Corporation is responsible for extraordinary expenses and fees for the performance of services not contemplated at the time of the execution of the documents or not specifically covered above. Such extraordinary fees and expenses include, but are not limited to those arising from Bondholder meetings, activities relating to default and workout situations, and amendments and releases.

The Bank reserves the right to review our fee arrangement should circumstances warrant.