

THIRD AMENDMENT TO THE TENDER AGENT AGREEMENT

THIS THIRD AMENDMENT TO THE TENDER AGENT AGREEMENT (this “Third Amendment”), executed and entered into as of October __, 2018 (the “Effective Date”) by and between City of Austin, Texas (the “City”) and U.S. Bank National Association, as Tender Agent (the “Tender Agent”).

WITNESSETH:

WHEREAS, the City and Barclays Bank PLC (the “Bank”) will, as of the Effective Date, execute and deliver a Letter of Credit Reimbursement Agreement, dated as of October 1, 2018 (as amended, supplemented, restated or otherwise modified from time to time the “Reimbursement Agreement”), pursuant to which the Bank issued an irrevocable transferrable direct pay letter of credit (the “Letter of Credit”) in support of the City of Austin, Texas Water and Wastewater System Variable Rate Revenue Refunding Bonds, Series 2008 (the “Bonds”); and

WHEREAS, in connection with the execution and delivery of the Reimbursement Agreement, the City and the Tender Agent now desire to amend the Tender Agent Agreement, dated as of May 2, 2008 (the “Original Tender Agent Agreement”), as amended by the First Amendment to the Tender Agent Agreement, dated as of May 9, 2011 (the “First Amendment”) and as amended by the Second Amendment to the Tender Agent Agreement, dated as of May 1, 2015 (the “Second Amendment”; the Original Tender Agent Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the “Amended Tender Agent Agreement”) between the City and the Tender Agent, executed in connection with the issuance of the 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 Amended Tender Agent Agreement to the (a) “Reimbursement Agreement” shall have the meaning set forth in Ordinance No. 20080306-053, dated as of March 6, 2008 (the “Ordinance”) and (b) “Bank” shall mean the Bank as defined in the preamble of this Third Amendment or any Liquidity Provider providing an Alternate Liquidity Facility (both as defined in the Ordinance). Any reference in the Amended Tender Agent Agreement to Goldman, Sachs & Co., as Remarketing Agent, is hereby amended such that any reference to the Remarketing Agent shall be to Goldman Sachs & Co. LLC.

SECTION 2: Section 13 of the Amended Tender Agent Agreement shall be and is hereby amended with respect to the Tender Agent and the Bank to read as follows:

Barclays Bank PLC
745 Seventh Avenue, 15th Floor
New York, New York 10019
Attention: R. Cassandra Bolz

E-Mail: Cassandra.bolz@barclays.com

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

SECTION 4: This Third 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.

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

U.S. BANK NATIONAL ASSOCIATION. as
Tender Agent

By: _____
Name: _____
Title: _____

CITY OF AUSTIN, TEXAS

By _____
Name: _____
Title: Chief Financial Officer

[SEAL]