

ORDINANCE NO. 20210826-054

AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT AND FEE LETTER RELATING TO THE SUBSTITUTION OF THE LETTER OF CREDIT SUPPORTING THE CITY'S HOTEL OCCUPANCY TAX SUBORDINATE LIEN VARIABLE RATE REVENUE REFUNDING BONDS, SERIES 2008, SUBSERIES A; AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED AGREEMENTS AND A SECONDARY MARKET INFORMATION CIRCULAR.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. FINDINGS:

(A) Pursuant to Ordinance No. 20080724-101 (Original Ordinance) and the Pricing Certificate dated August 7, 2008, executed pursuant to the Original Ordinance (Pricing Certificate), the City of Austin (City) previously issued and has outstanding its Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, issued in two subseries designated as "Subseries 2008A" and "Subseries 2008B" (Bonds), in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371.

(B) The Original Ordinance has been amended by Ordinance No. 20110623-084, Ordinance No. 20131121-043 and Ordinance No. 20200827-070 (Amending Ordinances, and together with the Original Ordinance and the Pricing Certificate, the Authorizing Ordinance). The Authorizing Ordinance contains some capitalized terms that are used in this ordinance. Those terms have the same meaning in this ordinance as they do in the Authorizing Ordinance.

(C) The City previously entered into an Amended and Restated Reimbursement Agreement, dated December 1, 2012 (Original Reimbursement Agreement), with JPMorgan Chase Bank, National Association (JPMorgan), pursuant to which JPMorgan issued a letter of credit supporting the Subseries 2008A Bonds (Original LOC).

(D) Council (1) by Ordinance No. 20170831-013 replaced the Original LOC with a new letter of credit issued by Citibank, N.A. (Citibank) for the Subseries 2008A Bonds (2017 LOC) and (2) by Ordinance No. 20200827-070 extended the stated expiration date of the Existing LOC and accepted an Amended

and Restated Irrevocable Letter of Credit from Citibank amending and restating the 2017 LOC (Existing LOC).

(E) The Existing LOC expires on October 7, 2021, and in order for the City to maintain the Subseries 2008A Bonds in a weekly mode bearing interest at a weekly rate, the City is required by the Authorizing Ordinance to provide a substitute liquidity facility to support the Subseries 2008A Bonds on or before the expiration of the Existing LOC.

(F) Council finds that the Existing LOC should be replaced and in that connection to accept in substitution of the Existing LOC an Irrevocable Letter of Credit (New LOC) from UBS AG, acting through its Stamford Branch (UBS), to be issued pursuant to the terms of a Reimbursement Agreement to be dated as of September 1, 2021 (Reimbursement Agreement), between the City and UBS.

(G) The interest rate on the Bonds (Subseries 2008A and Subseries 2008B) is hedged pursuant to the terms of an ISDA Master Agreement, together with the Schedule and Credit Support Annex attached thereto and related confirmation, each dated August 7, 2008, between the City and Raymond James Financial Products, Inc. (RJFP), and a Replacement Transaction Agreement, including a Credit Support Annex thereto, each dated as of August 7, 2008, among the City, RJFP and Deutsche Bank AG, New York Branch (collectively, the Swap Agreement).

(H) Under the terms of the Swap Agreement, the City is obligated to make payments to RJFP calculated on a notional amount equal to the outstanding principal amount of the Bonds at a fixed interest rate of 3.2505% per annum, and RJFP is obligated to make reciprocal payments to the City calculated on the notional amount equal to the outstanding principal amount of the Bonds at a variable rate equal to 67% of the one-month London Interbank Borrowing Rate (LIBOR) on U.S. deposits.

(I) Council finds that in connection with the substitution of the New LOC in place of the Existing LOC it is necessary to adopt certain ISDA protocols (Protocols) relating to the forthcoming phase-out of LIBOR, which may no longer be required to be computed and published at some point in the next two years, such that a fallback benchmark rate be designated for purposes of the Swap Agreement.

(J) In connection with the substitution of the New LOC in place of the Existing LOC, Council finds it necessary to authorize the execution and delivery of: (1) the Reimbursement Agreement, (2) a Fee Agreement between the City and

UBS (Fee Agreement), (3) the Protocols and (4) any and all certificates and other instruments described in or by the conditions described in these documents.

(K) In connection with the substitution of the New LOC in place of the Existing LOC, the Authorizing Ordinance requires the mandatory tender for purchase of the Subseries 2008A Bonds and remarketing of such Subseries 2008A Bonds, and Council finds it necessary to approve and authorize the use of a Secondary Market Information Circular in connection with such mandatory tender and remarketing.

(L) Council finds that it is necessary to authorize the substitution of the New LOC in place of the Existing LOC as determined by an Authorized Officer to be necessary in order to provide for the replacement of the Existing LOC as authorized by this ordinance (such determination to be evidenced by an Authorized Officer's execution of the Reimbursement Agreement).

(M) The City is authorized to cause the delivery of the New LOC, and to execute and deliver the Reimbursement Agreement, the Fee Agreement and the Protocols, all pursuant to Chapter 1371, Texas Government Code.

PART 2. AUTHORIZATION.

(A) Council authorizes, ratifies, and approves the substitution of the New LOC in place of the Existing LOC and the adoption of the Protocols. The mayor, any designee of the mayor, the city manager, any designee of the city manager, the chief financial officer of the City, the city clerk, and the city treasurer (each, an Authorized Officer, and collectively, Authorized Officers), or any of them, are authorized and directed to take all actions necessary or desirable to effect the substitution of the New LOC in place of the Existing LOC and the adoption of the Protocols in accordance with the provisions of the Authorizing Ordinance and this ordinance at the times and in the manner as they decide are appropriate.

(B) Council authorizes the negotiation, execution, and delivery of the (1) the Reimbursement Agreement in substantially the form attached as Exhibit A, (2) the Fee Agreement in substantially the form attached as Exhibit B, and (3) the Protocols in substantially the form attached as Exhibit C. Each Authorized Officer is authorized to execute and deliver the Reimbursement Agreement, the Fee Agreement and the Protocols, with any changes as may be approved by an Authorized Officer. The execution of the Reimbursement Agreement, the Fee Agreement and the Protocols will be conclusive evidence the City approved each of these agreements and all changes to the forms attached hereto. Any actions by

officials of the City with respect to the substitution of the New LOC in place of the Existing LOC, the adoption of the Protocols and the transactions contemplated thereby that may have occurred prior to the date of this ordinance are ratified.

(C) Council authorizes, ratifies, and approves the preparation, distribution, and use of the Secondary Market Information Circular in substantially the form attached as Exhibit D. To the extent required, the Secondary Market Information Circular is “final” as of its date for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission.

(D) The Paying Agent/Registrar, the Tender Agent and the Remarketing Agent are authorized and directed to take all actions and give all notices as may be necessary or desirable to effect the substitution of the New LOC in place of the Existing LOC and all other actions authorized by this ordinance.

PART 3. FURTHER PROCEDURES. Each Authorized Officer is authorized and directed to do any and all things necessary or convenient to carry out the terms of this ordinance.

PART 4. SEVERABILITY. The provisions of this ordinance are severable. If any provision of this ordinance or its applications to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

PART 5. OPEN MEETING. The City posted sufficient written notice of the date, hour, place, and subject of the meeting of the city council at which this ordinance was adopted at a place convenient and readily accessible at all times to the general public at the Austin City Hall for the time required by the Texas Open Meetings Act, Chapter 551, Texas Government Code. This meeting has been open to the public as required by law at all times during which this ordinance and its subject matter were discussed, considered, and formally acted upon. The city council ratifies, approves, and confirms such written notice, its contents and its posting.

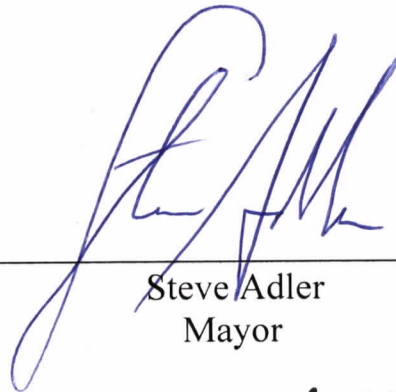
PART 6. REPEALER. All orders, resolutions, and ordinances (other than the Authorizing Ordinance), or their parts that are inconsistent with this ordinance are repealed only to the extent needed to eliminate the inconsistency.

PART 7. EFFECTIVE IMMEDIATELY. This ordinance takes effect immediately on its passage pursuant to Section 1201.028, Texas Government Code.

PASSED AND APPROVED


August 26, 2021

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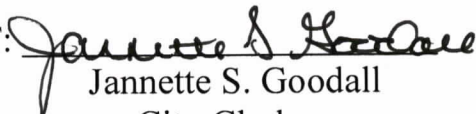
Steve Adler
Mayor

APPROVED:



Deborah Thomas
Acting City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT A

[Reimbursement Agreement]

REIMBURSEMENT AGREEMENT

between

CITY OF AUSTIN, TEXAS

and

UBS AG,
acting through its Stamford Branch

dated as of October 1, 2021

relating to:

City of Austin, Texas,
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE ONE	DEFINITIONS AND ACCOUNTING TERMS	1
Section 1.1.	Definitions	1
Section 1.2.	Other Interpretive Provisions.....	12
Section 1.3.	Accounting Terms	13
Section 1.4.	Times of Day	14
ARTICLE TWO	LETTER OF CREDIT	14
Section 2.1.	Issuance of the Letter of Credit	14
Section 2.2.	Letter of Credit Drawings.....	14
Section 2.3.	Reimbursement of Liquidity Drawings under the Letter of Credit; Mandatory Redemption; Interest	14
Section 2.4.	Reimbursement of Drawings Other than Liquidity Drawings Creating Liquidity Advances under the Letter of Credit.....	18
Section 2.5.	Fees	18
Section 2.6.	Method of Payment, Etc.	18
Section 2.7.	Termination of Letter of Credit; Substitute Letter of Credit	18
Section 2.8.	Computation of Fees and Interest; Default Rate	19
Section 2.9.	Payment Due on Non-Business Day to Be Made on Next Business Day.....	19
Section 2.10.	Source of Funds	19
Section 2.11.	Evidence of Debt	19
Section 2.12.	Recapture	19
Section 2.13.	Extension of Stated Expiration Date	20
Section 2.14.	Amendments upon Extension.....	20
Section 2.15.	Security	20
Section 2.16.	Obligations Absolute	21
ARTICLE THREE	TAXES AND YIELD PROTECTION AND ILLEGALITY.....	21
Section 3.1.	Taxes.....	21
Section 3.2.	Increased Costs	23
Section 3.3.	Mitigation Obligations.....	25
Section 3.4.	Survival.....	25
ARTICLE FOUR	CONDITIONS PRECEDENT.....	25
Section 4.1.	Conditions Precedent to Issuance of the Letter of Credit.....	25
Section 4.2.	Conditions Precedent to Liquidity Advances and Term Loan	28
ARTICLE FIVE	REPRESENTATIONS AND WARRANTIES	29
Section 5.1.	Existence, Qualification and Power; Compliance with Laws	29
Section 5.2.	Authorization; No Contravention	29

Section 5.3.	Governmental Authorization; Other Consents	29
Section 5.4.	Binding Effect.....	29
Section 5.5.	Financial Statements; No Material Adverse Effect	30
Section 5.6.	Litigation	30
Section 5.7.	No Default	30
Section 5.8.	Taxes.....	30
Section 5.9.	ERISA.....	30
Section 5.10.	Title to Property	30
Section 5.11.	Margin Regulations; Investment Company Act	31
Section 5.12.	Compliance with Laws	31
Section 5.13.	Bond Documents	31
Section 5.14.	Legislation	31
Section 5.15.	Liquidity Provider Bonds	31
Section 5.16.	Mandamus	31
Section 5.17.	Paying Agent/Registrar; Remarketing Agent	32
Section 5.18.	Information	32
Section 5.19.	Solvency	32
Section 5.20.	Tax Exempt Status.....	32
Section 5.21.	Environmental Compliance	32
Section 5.22.	Anti-Corruption Laws and Sanctions	32
Section 5.23.	Incorporation by Reference	33
Section 5.24.	No Public Vote or Referendum	33
Section 5.25.	Swap Contracts	33
Section 5.26.	Usury	33
ARTICLE SIX	COVENANTS	33
Section 6.1.	Information	33
Section 6.2.	Certificates; Other Information	34
Section 6.3.	Notices	35
Section 6.4.	Payment of Obligations	35
Section 6.5.	Preservation of Existence, Etc	35
Section 6.6.	Maintenance of Properties	36
Section 6.7.	Maintenance of Insurance.....	36
Section 6.8.	Compliance with Laws	36
Section 6.9.	Books and Records	36
Section 6.10.	Security Records.....	36
Section 6.11.	Security Interests	36
Section 6.12.	Consolidations, Mergers and Sales of Assets	37
Section 6.13.	Amendments; Related Documents	37
Section 6.14.	Reserved	37
Section 6.15.	Use of Proceeds	37
Section 6.16.	Appointment of Successors	37
Section 6.17.	Credit Facilities.....	37
Section 6.18.	Substitute Credit Facility	38
Section 6.19.	Selection of Bonds for Redemption or Purchase.....	39

Section 6.20.	Conversions	39
Section 6.21.	Inspection Rights	39
Section 6.22.	Maintenance of Tax Exempt Status.....	39
Section 6.23.	Additional Credit Enhancement	39
Section 6.24.	Remarketing Agent.....	39
Section 6.25.	Financial Covenants	40
Section 6.26.	Offering Circular	40
Section 6.27.	Liens	40
Section 6.28.	ERISA.....	40
Section 6.29.	Incorporation by Reference	40
Section 6.30.	Further Assurances	41
Section 6.31.	Sovereign and Governmental Immunity.....	41
Section 6.32.	Swap Termination Payments.....	41
Section 6.33.	Underlying Rating	41
Section 6.34.	Disclosure to Participants	41
Section 6.35.	Tendered Bonds.....	42
ARTICLE SEVEN	DEFAULTS	42
Section 7.1.	Events of Default.....	42
Section 7.2.	Remedies	44
Section 7.3.	Application of Funds	45
Section 7.4.	Solely for the Benefit of Bank.....	45
Section 7.5.	Discontinuance of Proceedings	45
Section 7.6.	Suits at Law or in Equity and Mandamus.....	46
ARTICLE EIGHT	MISCELLANEOUS	46
Section 8.1.	Amendments, Etc.....	46
Section 8.2.	Notices; Effectiveness; Electronic Communication	46
Section 8.3.	No Waiver; Cumulative Remedies; Enforcement	47
Section 8.4.	Expenses; Indemnity; Damage Waiver	48
Section 8.5.	Payments Set Aside	50
Section 8.6.	Successors and Assigns	50
Section 8.7.	Treatment of Certain Information; Confidentiality	51
Section 8.8.	Interest Rate Limitation	52
Section 8.9.	Counterparts; Integration; Effectiveness	52
Section 8.10.	Survival of Representations and Warranties	52
Section 8.11.	Severability	53
Section 8.12.	Governing Law	53
Section 8.13.	Waiver of Jury Trial	53
Section 8.14.	Electronic Execution of Assignments and Certain Other Documents.....	53
Section 8.15.	USA PATRIOT Act.....	54
Section 8.16.	Right of Set off	54
Section 8.17.	Time of the Essence.....	54
Section 8.18.	Entire Agreement.....	54
Section 8.19.	No Third-Party Rights	54

Section 8.20.	MSRB Rule G-34	55
Section 8.21.	No Advisory or Fiduciary Relationship.....	55
Section 8.22.	Chapter 346 of the Texas Finance Code.....	55
Section 8.23.	No Israel Boycott.....	56
Section 8.24.	Iran, Sudan and Foreign Terrorist Organizations	56
Section 8.25.	Verification Regarding Energy Company Boycotts.....	56
Section 8.26.	Verification Regarding Discrimination Against Firearm Entity or Trade Association	56
EXHIBIT A	— Form of Compliance Certificate	
APPENDIX I	— Form of Irrevocable Transferable Letter of Credit	

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT dated as of October 1, 2021 (as amended, supplemented, modified or restated from time to time, this "*Agreement*"), is between the CITY OF AUSTIN, TEXAS, a body corporate duly organized and existing under the provisions of the Constitution and laws of the State of Texas, together with its permitted successors and assigns (the "*City*"), and UBS AG, acting through its Stamford Branch (together with its permitted successors and assigns, the "*Bank*").

WITNESSETH:

WHEREAS, the City desires to secure a source of funds to be devoted exclusively to the payment by the Paying Agent/Registrar, when and as due, of the principal of and interest on the City of Austin, Texas, Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008 Subseries 2008A Bonds (the "*Bonds*"), and has applied to the Bank for the issuance by the Bank of the Letter of Credit (as hereinafter defined) in the original stated amount of \$[____];

WHEREAS, the Bank has been requested by the City to provide a credit facility and a liquidity facility in the form of the Letter of Credit; and

WHEREAS, the Bank has agreed to issue the Letter of Credit and has agreed to provide such a credit facility and a liquidity facility in the following manner and subject to the following terms and conditions.

NOW, THEREFORE, to induce the Bank to issue its Letter of Credit, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City and the Bank hereby agree as follows:

ARTICLE ONE

DEFINITIONS AND ACCOUNTING TERMS

Section 1.1. Definitions. As used in this Agreement:

"*Additional Bonds*" has the same meaning herein as in the Ordinance.

"*Affiliate*" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"*Agreement*" has the meaning set forth in the introductory paragraph hereof.

"*Alternate Credit Facility*" has the meaning set forth in Appendix A to the Ordinance.

“Alternate Liquidity Facility” has the meaning set forth in Appendix A to the Ordinance.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

“Audited Financial Statements” means the audited statements of revenues, expenses and changes in fund balance of the City for the Fiscal Year ended September 30, 2020, and the related statements of activities, and cash flows for such Fiscal Year, including the notes thereto.

“Available Amount” has the same meaning herein as in the Letter of Credit.

“Bank” has the meaning set forth in the introductory paragraph hereof.

“Bank Bondowner” means the Bank (but only in its capacity as owner (which as used herein means beneficial owner if at the relevant time Liquidity Provider Bonds are Book Entry Bonds) of Liquidity Provider Bonds pursuant to this Agreement) and any other Person to whom the Bank has sold Liquidity Provider Bonds pursuant to Section 2.3(f) hereof.

“Bank Rate” means the rate of interest per annum with respect to a Liquidity Advance and the related Liquidity Provider Bond, (a) for any day commencing on the date of the related Liquidity Advance up to and including the thirtieth (30th) day following the date such related Liquidity Advance is made, equal to the Base Rate as in effect on such day, (b) for any day commencing on the thirty-first (31st) day following the date such related Liquidity Advance is made to and including the ninetieth (90th) day following the date such related Liquidity Advance is made, equal to the sum of the Base Rate as in effect on such day plus one percent (1.00%) and (c) for any day commencing on the ninety-first (91st) day following the date such related Liquidity Advance is made and thereafter, equal to the Term Loan Rate; *provided, however*, that immediately and automatically upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, “Bank Rate” means the Default Rate; *provided, further*, that (i) in no event shall the Bank Rate be less than the applicable rate on any Bonds which are not Liquidity Provider Bonds and (ii) subject to Section 2.12 hereof, in no event shall the Bank Rate exceed the Maximum Rate.

“Base Rate” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (a) the Prime Rate as in effect on such day plus two percent (2.00%), (b) the Federal Funds Rate as in effect on such day plus three percent (3.00%), (c) the LIBOR Index Rate as in effect on such day plus three percent (3.00%); *provided, however*, that in the event that LIBOR Index Rate ceases to be published or no longer exists, this clause (c) shall be disregarded for purposes of determining the Base Rate, (d) the SIFMA Rate as in effect on such day plus three percent (3.00%) and (e) eight percent (8.00%). Each determination of the Base Rate by the Bank shall be conclusive and binding on the City, absent manifest error. Subject to Section 2.12 hereof, in no event shall the Base Rate exceed the Maximum Rate.

“Bond Documents” means the Ordinance, the Tender Agent Agreement, the Paying Agent/Registrar Agreement, the Pricing Certificate, the Bonds and the Remarketing Agreement.

“Bond Fund” has the same meaning herein as in the Ordinance.

“Bonds” has the meaning set forth in the recitals hereof.

“Book Entry Bonds” means the Bonds so long as the book entry system with DTC is used for determining beneficial ownership of the Bonds.

“Business Day” has the meaning set forth in the Letter of Credit.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“City” has the meaning set forth in the introductory paragraph hereof.

“City Bonds” means (i) Bonds owned or held by the City or any affiliate thereof or held by the Tender Agent, or its agents, for the account of the City or any affiliate thereof or (ii) Bonds which the City has notified the Tender Agent, or which the Tender Agent knows, were purchased by another Person for the account of the City or any affiliate thereof with moneys furnished by the City or any affiliate thereof.

“Closing Date” means October 5, 2021, subject to the satisfaction or waiver by the Bank of all of the conditions precedent set forth in Section 4.1 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations, rulings and proclamations promulgated and proposed thereunder.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion Date” means the date on which the interest rate borne by the Bonds is converted to a rate other than the Weekly Rate.

“Custodian” means U.S. Bank National Association, and its successors and assigns.

“Custody Agreement” means that certain Custody Agreement dated as October 1, 2021, between the Bank and the Custodian, as the same may be amended, supplemented, modified or restated from time to time.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default Rate” means, for any day, a fluctuating rate per annum equal to the Base Rate plus four percent (4.00%); *provided, however*, that, subject to Section 2.12 hereof, in no event shall the Default Rate exceed the Maximum Rate.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

“Drawing” has the meaning assigned to that term in the Letter of Credit.

“DTC” means The Depository Trust Company.

“EMMA” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the City within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“Event of Default” has the meaning specified in Section 7.1 hereof.

“Excess Interest” has the meaning specified in Section 2.12 hereof.

“Excluded Taxes” means, with respect to the Bank or any other recipient of any payment to be made by or on account of any obligation of the City hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of the

Bank, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Bank is located, and (c) any backup withholding tax that is required by the Code to be withheld from amounts payable to the Bank for failure to comply with clause (A) of Section 3.01(e)(ii).

"Existing Letter of Credit" means that certain Amended and Restated Irrevocable Letter of Credit No. 69611286 dated September 15, 2020, issued by the Existing Provider, pursuant to the Existing Reimbursement Agreement.

"Existing Provider" means Citibank, N.A.

"Existing Reimbursement Agreement" means that certain Reimbursement Agreement dated as of October 1, 2017, between the City and the Existing Provider, as amended.

"Existing Swap" means (i) the ISDA Master Agreement, including the Schedule and related confirmation, each dated as of August 7, 2008, between the City and Raymond James Financial Products, Inc. (as successor in interest to Morgan Keegan Financial Products, Inc. ("*RJFP*")), (ii) the Replacement Transaction Agreement, dated as of August 7, 2008, among the City, RJFP, and Deutsche Bank AG, New York Branch, and (iii) the Credit Support Annex, dated as of August 7, 2008, between the City and Deutsche Bank AG, New York Branch.

"Facility Fees" has the meaning specified in the Fee Agreement.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Bank on such day on such transactions as determined by the Bank. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

"Fee Agreement" means that certain Fee Agreement dated as of October 5, 2021, between the Bank and the City, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

"Fiscal Year" means the period from October 1 of any calendar year through September 30 of the following calendar year, or such other fiscal year of the City as may be established from time to time.

"Fitch" means Fitch Ratings, Inc., or any successor thereto.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board and all relevant pronouncements of the Governmental Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied. If any pronouncements of the Financial Accounting Standards Board or the Accounting Principles Board conflicts with or contradicts Governmental Accounting Standards Board pronouncements, Governmental Accounting Standards Board pronouncements shall prevail.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, tribunal, agency, bureau, court or entity (including the Federal Reserve Board, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law.

“Gross Available Amount” means, as of any date with respect to the Letter of Credit, the Available Amount of such Letter of Credit without taking into account any temporary reductions thereto in effect on such date.

“Indebtedness” of any Person means and includes, as of any date as of which the amount thereof is to be determined, (i) all items (other than capital items such as surplus and fund balances, as well as reserves for taxes in respect of income deferred to the future and other deferred credits and reserves) which in accordance with GAAP (including, without limitation, capitalized leases, obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements, or other similar instruments) would be, included in determining total liabilities on the balance sheet of a Person as of such date, (ii) all obligations which are secured by any lien existing on Property owned by such Person, whether or not the obligations secured thereby shall have been assumed by any other Person, (iii) all obligations of such Person to purchase any materials, supplies or other Property, or to obtain the services of any other Person, if the relevant contract or other related document requires that payment for such materials, supplies or other Property, or for such services, shall be made regardless of whether or not delivery of such materials, supplies or other Property is ever made or tendered or such services are ever performed or tendered, (iv) all obligations of such Person under any Swap Contract, (v) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial) issued by or for the benefit of such Person, bankers’ acceptances, bank guarantees, surety bonds and similar instruments and (vi) all guarantees by such Person for the payment of Indebtedness of others of the character described in (i) through (v) above.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Ineligible Bonds” means, Liquidity Provider Bonds, City Bonds or Bonds bearing interest at a rate other than the Weekly Rate.

"Interest Payment Date" has the same meaning herein as in the Ordinance.

"Interest Portion" has the meaning specified in Section 2.1 hereof.

"Internal Control Event" means a material weakness in, or fraud that involves management or other employees who have a significant role in, the internal controls over financial reporting of the City, in each case as described in the Securities Laws.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lending Office" means the office or offices of the Bank in New York, New York, or such other office or offices as the Bank may from time to time notify the City.

"Letter of Credit" means the irrevocable transferable letter of credit issued by the Bank for the account of the City in favor of the Paying Agent/Registrar supporting the Bonds, in the form of Appendix I attached hereto, with appropriate insertions, as from time to time amended, supplemented, modified or restated pursuant to its terms.

"LIBOR Index Rate" means, for any day, the rate per annum (rounded upwards, if necessary to the nearest 1/1000 of 1.00%) for deposits in Dollars for a period equal to one (1) month, which appears on the Reuters LIBOR01 Page (or such other page as may replace Reuters LIBOR01 Page or such other service or services as may be nominated by the ICE Benchmark Administration for the purpose of displaying London interbank offered rates for United States dollar deposits) as of 11:00 a.m. (London, England time) on such date (or, if such day is not a Business Day, on the immediately preceding Business Day). In the event that the LIBOR Index Rate is less than zero for any day, it shall be deemed to be zero for such day for purposes of this Agreement.

"Lien" means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vender or lessor under any conditional sale, capitalized lease or other title retention arrangement.

"Liquidity Advance" has the meaning specified in Section 2.3(a) hereof.

"Liquidity Drawing" has the same meaning herein as in such Letter of Credit.

"Liquidity Facility" has the meaning set forth in Appendix A to the Ordinance.

"Liquidity Provider Bond Maximum Rate" has the meaning set forth in Appendix A to the Ordinance.

“Liquidity Provider Bonds” has the meaning set forth in the Ordinance.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the City relating to the enterprise funds of the City known as “Convention Center Hotel Occupancy Tax Fund” and “Convention Center/Waller Creek Venue Project Special Hotel Occupancy Tax Account”; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party or the security or remedies of the Bank hereunder or under any other Related Document; or (d) a material adverse effect upon the collectability or enforceability of a material portion of the Security.

“Maximum Rate” means (i) as to Liquidity Provider Bonds, the Liquidity Provider Bond Maximum Rate, and (ii) as to any other Obligations (other than Liquidity Provider Bonds) an interest rate per annum equal to the maximum non-usurious rate of interest on the relevant obligation permitted by applicable law per annum.

“Moody’s” means Moody’s Investors Service, Inc., or any successor thereto.

“Obligations” means the Liquidity Provider Bonds, the Liquidity Advances, the Term Loans, the Facility Fees, any and all Reimbursement Obligations and all other obligations of the City to the Bank arising under or in relation to this Agreement or any other Related Document.

“Official Statement” means the Secondary Market Information Circular dated September 28, 2021, relating to the Bonds.

“Ordinance” means that certain Ordinance No. 20080724-101 authorizing the issuance of the Bonds by the City of Austin, Texas dated as of July 24, 2008, as amended by Ordinance No. 20110623-084, Ordinance No. 20131121-043, Ordinance No. 20200827-070, and Ordinance No. 20210826-___, including any supplement thereto or amendment thereof hereafter entered into in accordance with the provisions thereof.

“Original Stated Amount” has the meaning specified in Section 2.1 hereof.

“Other Bank Agreement” has the meaning specified in Section 6.17 hereof.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“Outstanding” has the same meaning herein as in the Ordinance.

“Owner” has the same meaning herein as the terms “Owner” and “Holder” have in the Ordinance.

"Parity Bonds" has the same meaning herein as in the Ordinance.

"Parity Obligation" has the same meaning herein as in the Ordinance.

"Participant" has the meaning specified in Section 8.6(b) hereof.

"Paying Agent/Registrar" means U.S. Bank National Association, as Paying Agent/Registrar under the Ordinance pursuant to the terms thereof and any successor paying agent/registrars thereunder.

"Paying Agent/Registrar Agreement" means that certain Paying Agent/Registrar Agreement dated as of July 24, 2008, as amended by a first amendment thereto dated July 27, 2011, each between the City and the Paying Agent/Registrar, as successor to Deutsche Bank Trust Company Americas, including any supplement thereto or amendment thereof hereafter entered into in accordance with the provisions hereof and thereof.

"Payment Office" means the Bank's account at [____], ABA Number: [____], Account Number: [____], Attention: [____], Reference: **[City of Austin, Texas Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008 Subseries 2008A Bonds]**, or such other office as the Bank may designate from time to time.

"Person" means an individual, a corporation, a partnership, a limited partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Pledged Revenues" has the meaning set forth in the Ordinance.

"Potential Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Pricing Certificate" means that certain Pricing Certificate dated August 7, 2008, relating to the Bonds.

"Prime Rate" means the fluctuating annual rate of interest that the Bank announces as and declares to be its prime rate of interest (the Bank makes loans that accrue interest at rates that are below, at or above the aforesaid prime rate); each change in the Prime Rate being effective from and including the date such change is publicly announced as being effective. The City acknowledges that the Prime Rate is a reference used in determining interest rates on certain loans by the Bank and is not intended to be the best or lowest rate of interest charged on any extension of credit to any customer. If the Bank ever fails to establish or declare such a prime rate, the term "Prime Rate" as used herein shall mean the highest prevailing prime rate published for the applicable period by *The Wall Street Journal*. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

"Property" means any and all right, title and interest of a Person in and to any and all property whether real or personal, tangible or intangible, and wherever situated.

"Purchase Notice" has the meaning specified in Section 2.3(g) hereof.

"Purchaser" has the meaning specified in Section 2.3(g) hereof.

"Rating Agency" means and includes any of Fitch, S&P or Moody's.

"Reimbursement Obligations" means, collectively, any and all obligations of the City to reimburse the Bank for any drawings under the Letter of Credit and all obligations to repay the Bank for any Liquidity Advance or Term Loan including in each instance all interest accrued thereon.

"Related Documents" means this Agreement, the Letter of Credit, the Fee Agreement, the Bond Documents and any other exhibits and schedules relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Remarketing Agent" means Raymond James & Associates, Inc., as successor to Morgan Keegan and Company, Inc., and its successors and assigns or any replacement remarketing agent appointed for the Bonds.

"Remarketing Agreement" means the Remarketing Agreement, dated as of **[August 1, 2008, between the Remarketing Agent and the City, as amended by a first amendment thereto dated July 27, 2011, and a second amendment thereto dated December 1, 2012]**, including any supplement thereto or amendment thereof hereafter entered into in accordance with the provisions hereof and thereof.

"Responsible Officer" means the City Manager, the Chief Financial Officer, or the City Treasurer of the City, including any such person serving in an interim capacity for each such position. Any document delivered hereunder that is signed by a Responsible Officer of the City shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the City and such Responsible Officer shall be conclusively presumed to have acted on behalf of the City.

"Risk-Based Capital Guidelines" means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

"Sale Price" has the meaning set forth in Section 2.3(g) hereof.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

"S&P" means S&P Global Ratings Inc., and any successor thereto.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the Securities and Exchange Commission or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"Security" means the Pledged Revenues and all other security pledged in favor of the Bonds and Parity Obligations pursuant to the terms of Part 5.01 of the Ordinance.

"SIFMA" means the Securities Industry and Financial Markets Association.

"SIFMA Rate" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Bank and effective from such date. In the event Municipal Market Data no longer produces an index satisfying the requirements of the preceding sentence, the SIFMA Rate (a/k/a, the "SIFMA Municipal Swap Index") shall be deemed to be the S&P Municipal Bond 7 Day High Grade Rate Index, or if either such index is not available, such other similar national index as reasonably designated by the Bank. In the event that the SIFMA Rate is less than zero for any day, it shall be deemed to be zero for such day for purposes of this Agreement.

"State" means the State of Texas.

"Stated Expiration Date" has the same meaning herein as in the Letter of Credit.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such

master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Tender Agent*” means U.S. Bank National Association, as Tender Agent under the Ordinance pursuant to the terms thereof and any successor tender agent thereunder.

“*Tender Agent Agreement*” means that certain Tender Agent Agreement dated as of July 24, 2008, as amended by a first amendment thereto dated July 27, 2011, and a second amendment thereto dated December 1, 2012, each between the City and the Tender Agent, as successor to Deutsche Bank Trust Company Americas, including any supplement thereto or amendment thereof hereafter entered into in accordance with the provisions hereof and thereof.

“*Term Loan*” has the meaning specified in Section 2.3(b) hereof.

“*Term Loan Commencement Date*” has the meaning specified in Section 2.3(b) hereof.

“*Term Loan Maturity Date*” means, with respect to any Term Loan, the earliest to occur of: (i) the third anniversary of the date on which the related Liquidity Advance was first made pursuant hereto, (ii) the third anniversary of the Stated Expiration Date as in effect on the date on which the related Term Loan was made, (iii) the date on which an Alternate Credit Facility or Alternate Liquidity Facility becomes effective with respect to the Bonds, (iv) the date on which the Stated Amount is permanently reduced to zero or the Letter of Credit is otherwise terminated prior to the Stated Expiration Date, including as a result of the occurrence of an Event of Default, and (v) the date on which all Liquidity Provider Bonds are remarketed or sold by the Bank.

“*Term Loan Rate*” means, for each date of determination with respect to all Term Loans made hereunder, a fluctuating rate per annum equal to the Base Rate plus two percent (2.00%); *provided, however* that immediately and automatically upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, the “Term Loan Rate” means the Default Rate; *provided, further*, that (i) in no event shall the Term Loan Rate be less than the applicable rate on any Bonds which are not Liquidity Provider Bonds and (ii) subject to Section 2.12 hereof, in no event shall the Term Loan Rate exceed the Maximum Rate.

“*Termination Date*” has the same meaning herein as in such Letter of Credit.

“*Weekly Mode*” has the meaning set forth in Appendix A to the Ordinance.

“*Weekly Rate*” has the meaning set forth in Appendix A to the Ordinance.

Section 1.2. Other Interpretive Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Related Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Related Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Related Document, shall be construed to refer to such Related Document in its entirety and not to any particular provision thereof, (iv) all references in a Related Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Related Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Related Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Related Document.

(d) Defined terms used herein which are stated to have the meanings assigned in the Related Documents shall incorporate any amendments, restatements, supplements or other modifications to such terms.

Section 1.3. Accounting Terms.

(a) *Generally.* All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP (the "*Accounting Principles*") applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) *Changes in Accounting Principles.* If at any time any change in Accounting Principles would affect the computation of any financial ratio or requirement set forth in any Related Document, and either the City or the Bank shall so request, the Bank and the City shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in Accounting Principles (subject to the approval of the Bank); *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with Accounting Principles prior to such change therein and (ii) the City shall provide to the Bank financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in Accounting Principles.

Section 1.4. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

ARTICLE TWO

LETTER OF CREDIT

Section 2.1. Issuance of the Letter of Credit. Upon the terms, subject to the conditions and relying upon the representations and warranties set forth in this Agreement or incorporated herein by reference, the Bank agrees to issue the Letter of Credit (substantially in the form of Appendix I hereto). The Letter of Credit shall be in the original stated amount of \$[_____] (the "*Original Stated Amount*"), which is the sum of (i) the principal amount of the Bonds outstanding on the Closing Date, plus (ii) interest thereon at 10% for a period of [48] days (the "*Interest Portion*").

Section 2.2. Letter of Credit Drawings. The Paying Agent/Registrar is authorized to make drawings under the Letter of Credit in accordance with the terms thereof. No drawing shall be made under the Letter of Credit for the payment of principal or interest on Ineligible Bonds. The City hereby directs the Bank to make payments under the Letter of Credit in the manner therein provided. The City hereby irrevocably approves reductions and reinstatements of the Available Amount of the Letter of Credit as provided in the Letter of Credit. Upon honoring any Drawing, the Bank shall be deemed to have made a loan for the benefit of the City the proceeds of which shall be used by the Paying Agent/Registrar to pay the principal of and accrued interest on the Bonds in accordance with the terms of the Ordinance.

Section 2.3. Reimbursement of Liquidity Drawings under the Letter of Credit; Mandatory Redemption; Interest. (a) If the conditions precedent contained in Section 4.2 hereof are satisfied at the time of payment by the Bank of any Liquidity Drawing, such Liquidity Drawing paid under the Letter of Credit shall, at the time of drawing, constitute an advance ("*Liquidity Advance*") to the City. The City promises to pay to the Bank the portion of each Liquidity Advance representing the interest component of the purchase price of the Bonds on the date of such Liquidity Drawing. The City promises to pay to the Bank the portion of each Liquidity Advance representing the principal component of the purchase price of the Bonds (or a pro rata portion thereof in the event of a partial remarketing or purchase of Bonds on the date specified in (iv) below), including interest

thereon, on the earlier of (i) subject to Section 2.3(b) hereof, the Term Loan Commencement Date, (ii) the Conversion Date, (iii) the date on which the Bonds delivered to the Bank in connection with such Liquidity Drawing are redeemed pursuant to the Ordinance, (iv) the date on which such Bonds, or portions thereof, are remarketed or purchased by the City or sold by the Bank, in accordance with subsection (h) of this Section, or (v) the date on which the Letter of Credit is replaced by an Alternate Credit Facility or Alternate Liquidity Facility in accordance with the terms of Section 2.7 hereof. The City promises to pay to the Bank interest on the unpaid principal amount of each Liquidity Advance from the date such Liquidity Advance is made until such Liquidity Advance is paid in full as provided herein, at a rate per annum equal to the Bank Rate from time to time in effect, payable in arrears. Such interest shall be payable by the City monthly on the first Business Day of each calendar month and on the date on which such Liquidity Advance is payable in full as provided herein. Any Liquidity Advance not paid when due shall bear interest at the Default Rate; *provided, however*, that, subject to Section 2.12 hereof, in no event shall the Default Rate exceed the Maximum Rate.

(b) If on the earlier to occur of (i) the ninetieth (90th) cumulative day following the date such Liquidity Advance is made and (ii) the Termination Date of the Letter of Credit (the "*Term Loan Commencement Date*") the conditions precedent set forth in Section 4.2 hereof are satisfied, the principal amount of any Liquidity Advance that represented the principal component of the purchase price of the Bonds for which such Liquidity Advance was made, originating or outstanding on the related Term Loan Commencement Date shall immediately convert into a term loan (the "*Term Loan*"). The principal of each Term Loan is payable by the City in equal quarterly installments, on the corresponding date in every third month occurring after the Term Loan Commencement Date; *provided* that the unpaid principal amount of all outstanding Term Loans shall be payable by the City in full on the related Term Loan Maturity Date. The City promises to pay to the Bank interest on the unpaid principal amount of each Term Loan from the date such Term Loan is made until such Term Loan is paid in full as provided herein, at a rate per annum equal to the Term Loan Rate from time to time in effect, payable in arrears. Such interest shall be payable by the City monthly on the first Business Day of each calendar month and on the date on which such Term Loan is payable in full as provided herein. Any Term Loan not paid when due shall bear interest at the Default Rate.

(c) Any Liquidity Advance or Term Loan created pursuant to paragraph (a) or (b) above may be prepaid in whole or in part at any time without premium or penalty on any Business Day.

(d) Upon the honoring by the Bank of any Liquidity Drawing under the Letter of Credit, the Bank shall be deemed to have made a loan to the Paying Agent/Registrar the proceeds of which shall be used to purchase the Bonds in respect of which such Liquidity Drawing was made and such Bonds shall be delivered to the Bank for the account of the Bank as provided in Appendix A of the Ordinance and in the Custody Agreement and shall constitute Liquidity Provider Bonds. During such time as the Bank is the holder of any Bonds, the Bank shall have all of the rights granted to an Owner under the Ordinance and such additional rights as may be granted to the Bank hereunder. The obligations of the City to pay each Liquidity Advance and Term Loan shall be satisfied by the payments of principal and interest on the Bonds which were delivered in respect of such Liquidity Advance, according to their terms, the terms of the Ordinance, and the terms hereof. To the extent the Bank or any Bank Bondowner actually receives payment in respect of

principal of or interest on any Bond held by the Bank, including pursuant to subsection (e) or (f) below, the Liquidity Advance or Term Loan, as applicable, made in connection with the purchase of such Bond shall be deemed to have been reduced *pro tanto*, with the Bank crediting any interest payment on the Bond received by the Bank first to the payment of interest on such Liquidity Advance or Term Loan and then to the payment of principal thereof and crediting any principal repayment received to the principal thereof. Notwithstanding anything contained herein to the contrary, subject to Section 2.12 hereof, the interest rate on Liquidity Provider Bonds shall not exceed the Liquidity Provider Bond Maximum Rate (as deemed in the Ordinance).

(e) The principal amount of each Liquidity Advance and Term Loan, together with all accrued and unpaid interest thereon, shall be prepaid in full by the City on the earliest of (i) the occurrence of the Termination Date of the Letter of Credit for any reason other than the occurrence of the Stated Expiration Date, (ii) the Conversion Date, (iii) the date on which such Bonds are to be redeemed pursuant to the Ordinance, (iv) the date on which the Letter of Credit is replaced by an Alternate Liquidity Facility or Alternate Credit Facility in accordance with the terms of Section 2.7 hereof or (v) the related Term Loan Maturity Date, by paying, or causing to be paid, to the Bank in immediately available funds an amount equal to the aggregate unpaid principal of and accrued interest on the related Liquidity Provider Bonds.

(f) The Bank expressly reserves the right to sell, at any time, Liquidity Provider Bonds subject, however, to the express terms of this Agreement. The Bank agrees that such sales (other than sales made pursuant to subsection (h) of this Section) will be made only to institutional investors or other entities or individuals which customarily purchase commercial paper or tax-exempt securities in large denominations. The Bank agrees to notify the City, the Paying Agent/Registrar and the Remarketing Agent promptly of any such sale (other than a sale made pursuant to subsection (h) of this Section) and, if such Liquidity Provider Bond is a Book Entry Bond, of the account at DTC to which such Liquidity Provider Bond is to be credited; and to notify the transferee in writing that such Liquidity Provider Bond is no longer supported by the Letter of Credit so long as it remains a Liquidity Provider Bond and that there may not be a credit rating assigned to such Liquidity Provider Bond based upon the Bank's Letter of Credit by a Rating Agency so long as it remains a Liquidity Provider Bond. Any Bank Bondowner purchasing a Liquidity Provider Bond from the Bank shall execute an instrument to be delivered to the Bank in which such Bank Bondowner agrees (i) not to sell such Liquidity Provider Bond to any Person except the Bank or a Purchaser (as hereinafter defined) identified by the Remarketing Agent pursuant to Section 2.3(g) hereof, (ii) if such Liquidity Provider Bond is a Book Entry Bond, to give all notices in the manner and by the time required by DTC to exclude such Liquidity Provider Bond from mandatory purchases of Bonds while it remains a Liquidity Provider Bond and (iii) such Bank Bondowner has no right to tender the Liquidity Provider Bond except as provided herein. Upon request of the City, the Bank agrees to provide the City with a copy of such instrument executed by a Bank Bondowner.

(g) Prior to 2:00 p.m. on any Business Day on which a Bank Bondowner holds Liquidity Provider Bonds, unless the Bank has delivered a notice of a mandatory tender or acceleration under Section 7.2(b) hereof, the Remarketing Agent may deliver a notice (a "*Purchase Notice*") to a Bank Bondowner as registered on the registration records kept by the Paying Agent/Registrar and to the Bank stating that it has located a purchaser (the "*Purchaser*") for some or all of such

Liquidity Provider Bonds and that such Purchaser desires to purchase, on the second Business Day following the Business Day on which a Bank Bondowner receives, prior to 12:00 noon, a Purchase Notice (a "*Sale Date*"), an authorized denomination of such Bonds at a price equal to the principal amount thereof, plus any accrued interest thereon to be paid on the Sale Date hereof (calculated as if such Bonds were not Liquidity Provider Bonds) (the "*Sale Price*").

(h) A Bank Bondowner shall decide whether to sell any Liquidity Provider Bonds owned by it to any Purchaser and shall give notice of such decision to the City and the Remarketing Agent by 2:00 p.m. on the Business Day preceding the Sale Date. In the event such notice is not timely delivered by a Bank Bondowner, such Bank Bondowner shall be deemed to have determined to sell such Liquidity Provider Bonds to a Purchaser on the Sale Date (subject to receipt by it of the funds called for by the next following sentence). If a Bank Bondowner determines or is deemed to have determined to sell such Liquidity Provider Bonds to a Purchaser, such Bank Bondowner shall deliver such Liquidity Provider Bonds to the Paying Agent/Registrar (or, in the case of Liquidity Provider Bonds which are Book Entry Bonds, shall cause the beneficial ownership thereof to be credited to the account of the Remarketing Agent at DTC) by 10:00 a.m. on the Sale Date against receipt of the Sale Price therefor in immediately available funds in the Purchase Fund or at the Bank Bondowner's address listed in the registration records kept by the Paying Agent/Registrar, and such Liquidity Provider Bonds shall thereupon no longer be considered Liquidity Provider Bonds; as provided in the Ordinance, such Liquidity Provider Bonds shall be deemed to have been delivered and such Bonds shall no longer be considered Liquidity Provider Bonds. When Liquidity Provider Bonds are purchased in accordance with this subsection (h), the Paying Agent/Registrar shall, upon receipt of such Liquidity Provider Bonds and upon receipt by such Bank Bondowner of the Sale Price, notify the City that such Bonds are no longer Liquidity Provider Bonds. Any sale of a Liquidity Provider Bond pursuant to this subsection (h) shall be without recourse to the seller and without representation or warranty of any kind. If a Bank Bondowner notifies the Paying Agent/Registrar and the Remarketing Agent, as provided in the first sentence of this subsection (h), that it will not sell its Liquidity Provider Bonds, the Paying Agent/Registrar shall notify the City, the Remarketing Agent, the Bank and such Bank Bondowner that as of the Sale Date such Bond or Bonds shall no longer constitute Liquidity Provider Bonds, and such Bonds shall be deemed to have been remarketed and no longer constitute Liquidity Provider Bonds and the Available Amount of the Letter of Credit shall be appropriately increased.

(i) Notwithstanding anything contained in this Agreement to the contrary, the City shall purchase or redeem Liquidity Provider Bonds on each date on which the City is required to make a principal payment on the corresponding Liquidity Advance and/or Term Loan, as applicable, in a principal amount equal to the amount of such Liquidity Advance and/or Term Loan, as applicable, so payable due on such date. The City shall pay interest on the Liquidity Provider Bonds on each date on which the City is required to make an interest payment with respect to the corresponding Liquidity Advance and/or Term Loan, as applicable. The payment of the principal of and interest on the Liquidity Provider Bonds shall constitute payment of the principal of and interest on the related Liquidity Advance and/or Term Loan, as applicable, and the payment of the principal of and interest on the Liquidity Advance and/or Term Loan, as applicable, shall constitute the payment of and principal and interest on the related Liquidity Provider Bonds and the failure to make any payment on any Liquidity Advance and/or Term Loan, as applicable, when due shall be a failure to make a payment on the related Liquidity Provider Bonds and the failure to make

any payment on the Liquidity Provider Bonds when due shall be a failure to make a payment on the related Liquidity Advance and/or Term Loan, as applicable.

Section 2.4. Reimbursement of Drawings Other than Liquidity Drawings Creating Liquidity Advances under the Letter of Credit. The City agrees to immediately reimburse (or cause to be immediately reimbursed) the Bank for the full amount of any Liquidity Drawing (but only if the conditions precedent contained in Section 4.2 hereof are not satisfied on the date of payment by the Bank of such Liquidity Drawing) and all other Drawings made under the Letter of Credit on the date of payment of each such Drawing. If the City does not make such reimbursement on such date, the Reimbursement Obligation of the City shall bear interest at the Default Rate, payable on demand; *provided, however*, that, subject to Section 2.12 hereof, in no event shall the Default Rate exceed the Maximum Rate.

Section 2.5. Fees. The City hereby agrees to perform the obligations provided for in the Fee Agreement, including, without limitation, the payment of any and all fees and expenses provided for therein and on the dates and in the amounts provided for therein. The terms and provisions of the Fee Agreement are incorporated herein by reference as if fully set forth herein. References in this Agreement to obligations and amounts payable under this Agreement shall be deemed to include all amounts and obligations (including without limitation any fees and expenses) payable under the Fee Agreement, and any reference to this Agreement shall be deemed to include a reference to the Fee Agreement. All fees paid under this Agreement and the Fee Agreement will be fully earned when due and nonrefundable when paid, absent manifest error in the amount paid. The Fee Agreement and this Agreement shall be construed as one agreement between the City and the Bank and all obligations under the Fee Agreement shall be construed as obligations hereunder.

Section 2.6. Method of Payment, Etc. (a) All payments to be made by the City under this Agreement shall be made to the Bank at the Payment Office not later than 3:00 p.m. on the date when due and shall be made in lawful money of the United States of America and in immediately available funds.

(b) All payments under this Agreement shall be made in immediately available and freely transferable funds at the place of payment without counterclaim, setoff, condition or qualification and free and clear of and without deduction or withholding for or by reason of any present or future taxes, levies, imposts, deductions or charges of any nature whatsoever. In the event that the City is compelled by law to make any such deduction or withholding, the City shall nevertheless pay to the Bank such amounts as will result in the receipt by the Bank of the sum it would have received had no such deduction or withholding been required to be made.

Section 2.7. Termination of Letter of Credit; Substitute Letter of Credit. Notwithstanding any provisions of this Agreement to the contrary, the City agrees not to terminate this Agreement or the Letter of Credit, except upon (i) the payment by the City to the Bank of any amounts payable under the Fee Agreement, (ii) the payment to the Bank of all Obligations payable hereunder and under the Fee Agreement and (iii) the City providing the Bank, with thirty (30) days (or such shorter period with the prior written consent of the Bank) prior written notice of its intent to terminate this Agreement and the Letter of Credit; *provided* that all payments to the Bank referred

to in clause (i) and (ii) above shall be made with immediately available funds; *provided further, however*, that any such termination of this Agreement or the Letter of Credit shall be in compliance with the terms and conditions of the Ordinance. The City agrees that any termination of the Letter of Credit as a result of the provision of any Alternate Credit Facility or Alternate Liquidity Facility will require, as a condition thereto, that the City or the issuer of any Alternate Credit Facility or Alternate Liquidity Facility will provide funds on the date of such termination or provision, which funds will be sufficient to pay in full at the time of termination of such Letter of Credit all Obligations due and owing to the Bank hereunder.

Section 2.8. Computation of Fees and Interest; Default Rate. (a) All computations of fees and interest payable under this Agreement shall be made on the basis of a three hundred sixty (360) day year and actual days elapsed. Interest and fees shall accrue during each period during which interest or fees, as applicable, is computed from and including the first day thereof to but excluding the last day thereof. Each determination by the Bank of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If any amount payable by the City hereunder or under the Fee Agreement is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate (but, subject to Section 2.12 hereof, in no event exceed the Maximum Rate) to the fullest extent permitted by applicable Laws.

Section 2.9. Payment Due on Non-Business Day to Be Made on Next Business Day. If any sum becomes payable pursuant to this Agreement on a day which is not a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended time shall be included in the computation of interest and fees.

Section 2.10. Source of Funds. All payments made by the Bank pursuant to the Letter of Credit shall be made from funds of the Bank and not from any other Person.

Section 2.11. Evidence of Debt. The Drawings, Liquidity Advances and Term Loans made by the Bank shall be evidenced by one or more accounts or records maintained by the Bank in the ordinary course of business. The accounts or records maintained by the Bank shall be conclusive absent manifest error of the amount of the Drawings, Liquidity Advances and Term Loans made by the Bank and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the City hereunder to pay any amount owing with respect to the Obligations.

Section 2.12. Recapture. If the rate of interest payable hereunder or under the Fee Agreement shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and of the Fee Agreement (without regard to any limitation otherwise imposed by the Maximum Rate) and (B) the Maximum Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof and of the Fee Agreement (without regard to any limitation otherwise imposed by the

Maximum Rate) ceases to exceed the Maximum Rate, at which time the City shall pay to the Bank to the extent permitted by law at that time, with respect to amounts then payable to the Bank that are required to accrue interest hereunder and under the Fee Agreement, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder and under the Fee Agreement until all deferred Excess Interest is fully paid to the Bank. Upon the termination of the Letter of Credit and this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder and under the Fee Agreement, the City shall pay to the Bank a fee equal to the amount of all deferred Excess Interest; *provided, however*, that such fee may only be recovered to the extent such fee does not cause the net effective interest rate on the Liquidity Provider Bonds to exceed the Maximum Rate.

Section 2.13. Extension of Stated Expiration Date. The Stated Expiration Date of the Letter of Credit may be extended by the Bank, in the Bank's sole discretion, for an additional period acceptable to the Bank, upon the written request of the City received by the Bank no earlier than three hundred sixty (360) days and no later than forty-five (45) days prior to the Stated Expiration Date then in effect. If the Bank, in its sole discretion, elects to extend the Stated Expiration Date then in effect of the Letter of Credit, the Bank shall deliver to the Paying Agent/Registrar a Notice of Extension in the form of Annex L to the Letter of Credit (herein referred to as a "*Notice of Extension*") within thirty (30) days following the receipt of such written request designating the date to which the Stated Expiration Date is being extended. Failure to deliver a Notice of Extension by the Bank within such thirty (30) day period shall be deemed to be a decision by the Bank not to extend the Stated Expiration Date. Subject to the last sentence of this Section, such extension of the Stated Expiration Date shall be effective, immediately upon receipt of such Notice of Extension and thereafter all references in this Agreement to the Stated Expiration Date shall be deemed to be references to the date designated as such in the most recent Notice of Extension delivered to the Paying Agent/Registrar. Any date to which the Stated Expiration Date has been extended in accordance with this Section 2.13 may be further extended in like manner. Notwithstanding anything contained in this Agreement to the contrary, the Stated Expiration Date of the Letter of Credit shall not be extended without the prior written consent of the Bank.

Section 2.14. Amendments upon Extension. Upon any extension of the Stated Expiration Date pursuant to Section 2.13 hereof, the Bank and the City reserves the right to renegotiate any provision hereof; *provided, however*, any amendments reflecting such renegotiation shall be subject to the provisions of Section 8.1 hereof.

Section 2.15. Security. The Bonds, the Liquidity Provider Bonds and the other Obligations of the City hereunder are secured by an irrevocable lien on and pledge of, and are payable solely from the Security; and such lien and pledge of the Security shall be (i) *pari passu* with the Lien on the Security granted in support of the Parity Obligations under the Ordinance and (ii) prior in right and claim as to any other indebtedness, liability or obligation (other than Parity Obligations) of the City payable from the Security. The Bonds, the Liquidity Provider Bonds and the other Obligations constitute Parity Bonds or Parity Obligations, as applicable, under the Ordinance. The Letter of Credit constitutes a Direct-Pay Liquidity Facility, a Liquidity Facility and a Credit Facility for purposes of the Ordinance. The Bank constitutes a Liquidity Facility Provider and a

Credit Facility Provider for purposes of the Ordinance. This Agreement constitutes a Reimbursement Agreement for purposes of the Ordinance.

Section 2.16. Obligations Absolute. The obligations of the City under this Agreement and the other Related Documents shall be unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms of this Agreement and the other Related Documents under all circumstances, including, without limitation, the following:

- (a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;
- (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents; or
- (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Bank, any other Bank Bondowner or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction.

Notwithstanding the foregoing, the Bank acknowledges that the City may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The City's obligations under this Agreement and the other Related Documents shall remain in full force and effect pending the disposition of any such action.

ARTICLE THREE

TAXES AND YIELD PROTECTION AND ILLEGALITY

Section 3. 1. Taxes.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.*
(i) Any and all payments by or on account of any obligation of the City hereunder or under any other Related Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require the City or the Bank to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the City or the Bank, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the City or the Bank shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Bank shall withhold or make such deductions as are determined by the Bank to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Bank shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum

payable by the City shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Bank receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) *Payment of Other Taxes by the City.* Without limiting the provisions of subsection (a) above, the City shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) *Tax Indemnifications.* (i) Without limiting the provisions of subsection (a) or (b) above, the City shall, and does hereby to the extent permitted by the laws of the State, indemnify the Bank and shall make payment in respect thereof within thirty (30) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the City or the Bank or paid by the Bank, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability delivered to the City by the Bank shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, the Bank shall, and does hereby, indemnify the City, and shall make payment in respect thereof within thirty (30) days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the City) incurred by or asserted against the City by any Governmental Authority as a result of the failure by the Bank to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by the Bank to the City pursuant to subsection (e). The agreements in this clause (ii) shall survive any assignment of rights by, or the replacement of, the Bank, the termination of the Letter of Credit and the repayment, satisfaction or discharge of all other Obligations.

(d) *Evidence of Payments.* Upon request by the City or the Bank, as the case may be, after any payment of Taxes by the City or by the Bank to a Governmental Authority as provided in this Section 3.1, the City shall deliver to the Bank or the Bank shall deliver to the City, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the City or the Bank, as the case may be.

(e) *Status of Bank; Tax Documentation.* (i) The Bank shall deliver to the City, at the time or times prescribed by applicable Laws or when reasonably requested by the City, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the City, to determine (A) whether or not payments made hereunder or under any other Related Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) the Bank's entitlement to any available exemption from, or reduction of, applicable Taxes in respect

of all payments to be made to the Bank by the City pursuant to this Agreement or otherwise to establish the Bank's status for withholding tax purposes in the applicable jurisdiction;

(ii) Without limiting the generality of the foregoing, if the City is a resident for tax purposes in the United States, the Bank shall deliver to the City executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the City as will enable the City to determine whether or not the Bank is subject to backup withholding or information reporting requirements; and

(iii) The Bank shall promptly (A) notify the City of any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of the Bank, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the City or the Bank make any withholding or deduction for taxes from amounts payable to the Bank.

(f) *Treatment of Certain Refunds.* If the Bank determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the City or with respect to which the City has paid additional amounts pursuant to this Section, it shall pay to the City an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the City under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Bank and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that the City, upon the request of the Bank, agrees to repay the amount paid over to the City (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank in the event the Bank is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Bank to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the City or any other Person.

Section 3.2. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Participant;

(ii) subject the Bank or any Participant to any Taxes of any kind whatsoever with respect to this Agreement or the other Related Documents, or any Liquidity Advance or Term Loan made by it, or change the basis of taxation of payments to the Bank in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.1 and the imposition of, or any change in the rate of, any Excluded Tax payable by the Bank); or

(iii) impose on the Bank or any Participant any other condition, cost or expense affecting this Agreement or the other Related Documents or participation therein;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant with respect to this Agreement or the other Related Documents or of the Bank of making or maintaining any Liquidity Advance or Term Loan (or of maintaining its obligation to make any Liquidity Advance or Term Loan), or to increase the cost to the Bank or such Participant of issuing or maintaining the Letter of Credit (or of maintaining its obligation to participate in or to issue the Letter of Credit), or to reduce the amount of any sum received or receivable by the Bank or such Participant hereunder (whether of principal, interest or any other amount) then, upon request of the Bank, the City shall pay, to the extent permitted by law, to the Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant, as the case may be, for such additional costs incurred or reduction suffered. The Bank's parent or holding company or any corporation controlling the Bank shall have the same rights and benefits against the City under this Section 3.2(a) as it would have had if such parent or holding company or any corporation controlling the Bank were the Bank hereunder; *provided*, that increased costs incurred by the Bank's parent or any corporation controlling the Bank shall be without duplication of any increased costs incurred by the Bank.

(b) *Capital or Liquidity Requirements.* If the Bank or any Participant determines that any Change in Law affecting the Bank or any Participant or any Lending Office of the Bank or the Bank's or such Participant's parent or holding company, if any, regarding capital or liquidity requirements has or would have the effect of either (A) affecting the amount of capital or liquidity required or expected to be maintained by the Bank or such Participant or the Bank's or such Participant's parent or holding company, or (B) reducing the rate of return on the Bank's or such Participant's capital or liquidity or on the capital or liquidity of the Bank's or such Participant's parent or holding company, if any, as a consequence of this Agreement or any Liquidity Advance or Term Loan made by the Bank, or the Letter of Credit issued by the Bank, to a level below that which the Bank or such Participant or the Bank's or such Participant's parent or holding company could have achieved but for such Change in Law (taking into consideration the Bank's or such Participant's policies and the policies of the Bank's or such Participant's parent or holding company with respect to capital and liquidity adequacy), then from time to time the City shall pay, to the extent permitted by law, to the Bank, as the case may be, such additional amount or amounts as will compensate the Bank or the Bank's or such Participant's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant setting forth in reasonable detail the amount or amounts necessary to compensate the Bank or any such Participant or the Bank's or any such Participant's or its parent or holding company, as the case may be, and the basis for the calculation of such amount or amounts as specified in subsection (a) or (b) of this Section and delivered to the City shall be conclusive as to such amount or amounts absent manifest error. The City shall pay the Bank or any such Participant, as the case may be, the amount shown as due on any such certificate within 60 days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank or any such Participant to demand compensation pursuant to the foregoing provisions of this Section shall not constitute

a waiver of the Bank's or such Participant's right to demand such compensation; *provided* that the City shall not be required to compensate the Bank or any such Participant pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that the Bank or any such Participant, as the case may be, notifies the City of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.3. Mitigation Obligations. If the Bank or any Participant requests compensation under Section 3.2, or the City is required to pay any additional amount to the Bank or any Participant, or any Governmental Authority for the account of the Bank or any Participant pursuant to Section 3.1, then the Bank or such Participant shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Liquidity Advances or Term Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Bank or any Participant, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.2, as the case may be, in the future, and (ii) in each case, would not subject the Bank or such Participant, to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Bank or such Participant. The City hereby agrees to pay all reasonable costs and expenses incurred by the Bank or any Participant in connection with any such designation or assignment.

Section 3.4. Survival. Without prejudice to the survival of any other agreement of the City hereunder, all of the City's obligations under this Article Three shall survive termination of the Letter of Credit and repayment of all other Obligations hereunder.

ARTICLE FOUR

CONDITIONS PRECEDENT

Section 4.1. Conditions Precedent to Issuance of the Letter of Credit. As conditions precedent to the obligation of the Bank to issue the Letter of Credit:

(a) the City shall provide to the Bank on the Closing Date, in form and substance satisfactory to the Bank and its special counsel, Chapman and Cutler LLP:

(i) the written opinion of Norton Rose Fulbright US LLP, bond counsel to the City, dated the Closing Date, covering the due authorization, execution, delivery and enforceability of this Agreement, the Fee Agreement and the Ordinance, no adverse effect on the tax-exempt status of interest on the Bonds and such other customary matters as the Bank may reasonably request, including, without limitation, valid security interest and pledge opinions;

(ii) a certificate, signed by a duly authorized officer of the City, dated the Closing Date, stating that on the Closing Date:

(1) the representations and warranties of the City contained in Article Five hereof and in the Related Documents to which the City is a party are true and correct on and as of the Closing Date as though made on such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of the certificate, the representations and warranties contained in Section 5.5 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(a) of the Agreement;

(2) no Event of Default has occurred and is continuing, or would result from the issuance of the Letter of Credit or the execution, delivery and performance of this Agreement, and no event has occurred and is continuing which would constitute an Event of Default but for the requirement that notice be given or time elapse or both;

(3) all conditions precedent to the issuance of the Letter of Credit set forth in this Section 4.1 to be performed or provided by the City have been satisfied; and

(4) other than as disclosed in writing to the Bank prior to the Closing Date, there has been no event or circumstance since September 30, 2020, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect

(iii) executed originals of this Agreement, the Fee Agreement and the Custody Agreement, a specimen copy of the Bonds and certified copies of the other Bond Documents;

(iv) evidence of due authorization, execution and delivery by the parties thereto of the Related Documents to be delivered on the Closing Date, which Related Documents shall be in form and substance satisfactory to the Bank and its special counsel;

(v) a copy of a resolution or ordinance of the City Council of the City, certified as of the date of the Letter of Credit by a Responsible Officer of the City authorizing, among other things, the execution, delivery and performance by the City of this Agreement and the other Related Documents or amendments thereto, as applicable, required to be delivered on the Closing Date by the City;

(vi) true and correct copies of all governmental approvals necessary for the City to enter into this Agreement and the transactions contemplated by this Agreement;

(vii) a certificate of a Responsible Officer of the City certifying the names, titles, offices and signatures of the officers of the City authorized to sign this Agreement, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder;

(viii) written confirmation that (A) a CUSIP Number has been obtained from Standard and Poor's CUSIP Services for the Liquidity Provider Bonds, (B) a long-term rating of at least "Aa3" has been obtained for the Liquidity Provider Bonds (and its related CUSIP number) from Moody's and (C) any additional documentation the Bank may request that will allow the Liquidity Provider Bonds to be pledged as collateral to the federal banking regulators;

(ix) evidence satisfactory to the Bank that the outstanding Bonds have been assigned unenhanced long-term ratings of at least "AA-" by S&P and "Aa3" by Moody's, respectively; and

(x) if requested by the Bank, a copy of the City's investment policy, guidelines and permitted investments, each in form and substance satisfactory to the Bank;

(xi) the Bank shall have determined (in its sole discretion) that no material adverse change in the ratings, financial condition, business, assets, liabilities or prospects of the City shall have occurred since September 30, 2020, except as disclosed in writing by the City to the Bank prior to the Closing Date or as disclosed in the Official Statement, which would be reasonably likely to result in a Material Adverse Effect;

[(xii) evidence satisfactory to the Bank that the Pledged Revenues collected by the City in Fiscal Year 2021 are tracking the expected amount (or are greater than such expected amount) for Fiscal Year 2021 as set forth in the City's five year financial plan released on April 15, 2021; and][the Bank is currently reviewing the information provided by the City and will confirm when this condition is satisfied]

(xiii) such other documents, certificates and opinions as the Bank or its special counsel may reasonably request;

(b) the Bank shall have received from the City the fees due and payable on the Closing Date pursuant to the Fee Agreement, if any;

(c) no law, regulation, ruling or other action of the United States, the State or the State of New York or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling their respective obligations under this Agreement;

(d) the City shall deliver to the Bank evidence satisfactory to the Bank that the City has complied with all of its obligations under Texas Government Code Section 2252.908 as such obligations relate to the Agreement;

(e) (i) to the extent the Existing Provider holds bank bonds purchased with the proceeds of a drawing under the Existing Letter of Credit on the Closing Date that are not remarketed on the Closing Date and the accrued interest on such bank bonds exceeds the Interest Portion, the Bank shall have received evidence that arrangements have been made by the City to pay the amount by which the accrued interest on such bank bonds exceeds the Interest Portion and (ii) as soon as possible after the issuance of the Letter of Credit, and in any event by the close of business on the Closing Date, the Bank shall have received a specimen of the Existing Letter of Credit marked canceled (or a properly completed and executed annex to the Existing Letter of Credit relating to the termination thereof) and, not as a condition precedent to the issuance of the Letter of Credit, but by the close of business on the Closing Date, evidence that arrangements have been made to pay all amounts due and owing under the Existing Reimbursement Agreement; and

(f) all legal requirements provided herein incident to the execution, delivery and performance of the Related Documents, and the transactions contemplated thereby, shall be reasonably satisfactory to the Bank and its special counsel.

Section 4.2. Conditions Precedent to Liquidity Advances and Term Loan. Following any payment by the Bank under the Letter of Credit pursuant to a Liquidity Drawing, a Liquidity Advance and the related Term Loan shall be made available to the City only if on the date of payment of such Liquidity Drawing by the Bank or on the Term Loan Commencement Date, as applicable, the following statements shall be true:

(a) the representations and warranties of the City contained in Article Five hereof and in the Related Documents to which the City is a party are true and correct on and as of the date of such payment as though made on and as of such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date; and

(b) no event has occurred and is continuing, or would result from such payment or conversion, as applicable, which constitutes a Potential Default or Event of Default.

Unless the City shall have previously advised the Bank in writing that one or both of the above statements is no longer true, the City shall be deemed to have represented and warranted on the date of such payment that both of the above statements are true and correct.

ARTICLE FIVE

REPRESENTATIONS AND WARRANTIES

The City represents and warrants as of the Closing Date (and such representations and warranties shall also be deemed to be remade at the time of each drawing under the Letter of Credit and as required by Sections 2.3 and 4.2 hereof) that:

Section 5.1. Existence, Qualification and Power; Compliance with Laws. The City (a) is duly organized and validly existing under the provisions of the Constitution and laws of the State, and (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its governmental purposes and (ii) execute, deliver and perform its obligations under the Related Documents to which it is a party.

Section 5.2. Authorization; No Contravention. The City has taken all necessary corporate action to authorize this Agreement and the other Related Documents to which it is a party, to execute and deliver this Agreement and each of the other Related Documents to which it is a party, and to perform its obligations under this Agreement and the other Related Documents in accordance with their respective terms. All Governmental Approvals necessary for the City to enter into this Agreement and the other Related Documents and to perform the transactions contemplated hereby and thereby have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. The execution, issuance and delivery of, and performance by the City of its obligations under, this Agreement and the Related Documents and any and all instruments or documents required to be executed in connection herewith or therewith, did not, at the time of their execution, issuance and delivery if other than the Closing Date, and will not, from and including the Closing Date, violate any provision of any applicable law, regulation, decree or governmental authorization, and did not, at the time of their execution, issuance and delivery if other than the Closing Date, and will not, from and including the Closing Date, violate or cause a default under any provision of any contract, agreement, mortgage, indenture or other undertaking to which it is a party or which is binding upon it or any of its property or assets securing its Obligations under this Agreement.

Section 5.3. Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the City of this Agreement or any other Related Document, which approval, consent, exemption or authorization has not been obtained, which action has not been taken or which notice or filing has not been made.

Section 5.4. Binding Effect. This Agreement and the Related Documents have been duly executed, issued and delivered by the City and constitute valid and legally binding obligations of the City, which obligations are enforceable against the City in accordance with their respective terms, and each of the Related Documents were, if executed, issued and delivered prior to the Closing Date, are or will be, from and after the Closing Date, in full force and effect. The Bonds have been duly issued, executed and delivered in conformity with the Ordinance, and constitute

legal, valid and binding obligations of the City, enforceable in accordance with their terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and entitled to the benefit and security of the Ordinance.

Section 5.5. Financial Statements; No Material Adverse Effect. The Audited Financial Statements as examined and reported by nationally recognized independent certified public accountants, as heretofore delivered to the Bank, correctly and fairly present the financial condition of the City as of said dates and the results of the operations of the City for each such periods, respectively, and have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto. As of the date hereof, the City has no contingent liabilities which are material to it other than as indicated on such financial statements or as otherwise disclosed to the Bank in writing. Since the date of the Audited Financial Statements, there have been no material adverse changes in the condition (financial or otherwise) of the City nor has any event occurred which could reasonably be expected to result in a Material Adverse Effect.

Section 5.6. Litigation. There is no action, suit, investigation or proceeding served upon the City or, to the best knowledge of the City, threatened against the City before any court or other Governmental Authority which questions the validity or enforceability of this Agreement or any of the Related Documents or any action to be taken hereunder or which might reasonably be expected to result in a Material Adverse Effect.

Section 5.7. No Default. No petition by or against the City has at any time been filed under the United States Bankruptcy Code or any similar federal or State statute. No Potential Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Related Document.

Section 5.8. Taxes. The City has filed all Federal, state and other material tax returns and reports required to be filed, and has paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against the City that would, if made, have a Material Adverse Effect.

Section 5.9. ERISA. Neither the City nor any ERISA Affiliate has or maintains any employee benefit plan which is subject to, or has the effect of subjecting the City or such ERISA Affiliate to, the provisions of ERISA and the regulations and published interpretations thereunder.

Section 5.10. Title to Property. The City has good marketable title to all of the Security free and clear of all security interests, Liens or other charges except the security interest, Liens or charges granted or permitted under the Ordinance. The Ordinance provides for a pledge and grant of a first priority security interest in the Security, and all necessary action on the part of the City and the Paying Agent/Registrar has been taken as required to grant a security interest in and pledge

under the Ordinance of all of the Security for the benefit of the Owners and the Bank prior to any pledge, Lien, assignment or security interest of any other creditors of the City (other than Parity Obligations), without preference, priority or distinction on account of the actual time or times of the authentication and delivery or maturity thereof. The statements set forth in Section 2.15 hereof are true and correct.

Section 5.11. Margin Regulations; Investment Company Act. (a) The City is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U adopted by the Federal Reserve Board), or extending credit for the purpose of purchasing or carrying margin stock. The City has neither made any investment nor entered into any agreements for the purpose of effecting any investment which are not permitted to it pursuant to the Ordinance.

(b) Neither of the City nor any Person controlling the City is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 5.12. Compliance with Laws. The City is in compliance with all Laws, ordinances, orders, rules and regulations applicable to it (including environmental laws), except to the extent noncompliance could not reasonably be expected to result in a Material Adverse Effect.

Section 5.13. Bond Documents. The City is in full compliance with all of the terms and conditions of the Bond Documents to which it is a party, except to the extent noncompliance could not reasonably be expected to result in a Material Adverse Effect.

Section 5.14. Legislation. There is no amendment or, to the knowledge of the City, proposed amendment to the Constitution of the State or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.15. Liquidity Provider Bonds. The Bonds purchased pursuant to Article Two will be transferred to or held for the benefit of the Bank, free and clear of all liens, security interests or claims of any Person other than the Bank, except for consensual liens or other security interests as may be created by the Bank.

Section 5.16. Mandamus. The provisions of this Agreement shall be a contract with the Bank. To the extent authorized by Texas Government Code Section 1371.059(c), the City has, in this Agreement, waived sovereign immunity (including, without limitation, governmental immunity or other similar grounds) from suit and liability for the purposes of adjudicating a claim to enforce this Agreement and/or the Fee Agreement or for damages for breach of this Agreement and/or the Fee Agreement. The City further represents that to the extent its obligations hereunder, under the Fee Agreement and under the other Related Documents to which it is a party represent the legal obligations of the City, (a) the City's non-discretionary duties are subject to enforcement in Texas courts of competent jurisdiction by writ of mandamus, and (b) the City is not immune to an equitable mandamus action.

Section 5.17. Paying Agent/Registrar; Remarketing Agent. U.S. Bank National Association (or a successor or assign approved in writing by the Bank, *provided* that written approval shall not be required in circumstances of succession or assignment due to merger, consolidation or other similar action) is the duly appointed and acting Paying Agent/Registrar and Raymond James & Associates, Inc. (or its successors or assigns approved in writing by the Bank, *provided* that written approval shall not be required in circumstances of succession or assignment due to merger, consolidation or other similar action) is the duly appointed and acting Remarketing Agent.

Section 5.18. Information. All information, reports and other papers and data (including any budget or other financial data) with respect to the Bonds, the Security therefor and the City furnished to the Bank, by the City were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the Bank a true and accurate knowledge of the subject matter. No fact is known to the City which could reasonably be expected to result in a Material Adverse Effect with respect to the remarketing of any of the Bonds, the Security for Bonds, the status of any of the Related Documents or the Official Statement or the City's ability to perform its obligations under this Agreement, the Fee Agreement, any of the Bonds or any of the other Related Documents, which has not been set forth in the financial statements referred to in Section 5.5 hereof or in such information, reports, papers and data or otherwise disclosed in writing to the Bank by the City. No document furnished or statement made by the City in connection with the negotiation, preparation or execution of this Agreement or any Related Document or the Official Statement contains any untrue statement of a fact material to the creditworthiness of the City or omits to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; *provided*, that with respect to any projected financial information, the City represents only that such information was prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery thereof.

Section 5.19. Solvency. The City is solvent and able to pay its debts as they become due.

Section 5.20. Tax Exempt Status. The City has not taken any action that would cause interest on the Bonds not to be excluded from the gross income of an Owner for federal income tax purposes.

Section 5.21. Environmental Compliance. The City has not received notice to the effect that it is not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or is the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or failure to take remedial action could have a Material Adverse Effect.

Section 5.22. Anti-Corruption Laws and Sanctions. The City and its officers and employees, and to the knowledge of the City, its agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Liquidity Drawing, Liquidity Advance

or the Letter of Credit, use of proceeds of the foregoing or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 5.23. Incorporation by Reference. The representations and warranties of the City contained in the other Related Documents to which the City is a party, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the City as described above are hereby made for the benefit of the Bank. Except as permitted by Section 6.13 hereof, no amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 5.24. No Public Vote or Referendum. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.25. Swap Contracts. The City has not entered into any Swap Contract relating to Indebtedness of the City payable from or secured by all or any portion of the Security (a) wherein any termination payment thereunder is senior to or on a parity with the payment of the Bonds or the other payment Obligations or (b) other than Existing Swap, which requires the City to post cash collateral to secure its obligations thereunder.

Section 5.26. Usury. On the Closing Date, none of the Agreement, the Ordinance or the Bonds provide for any payments that would violate State law regarding permissible maximum rates of interest.

ARTICLE SIX

COVENANTS

The City covenants and agrees with the Bank that it shall do the following so long as any amounts may be drawn under the Letter of Credit, and thereafter, so long as any Obligations remain unpaid or unfulfilled under this Agreement, unless the Bank shall otherwise consent in writing:

Section 6.1. Information. Deliver directly to the Bank:

(a) as soon as reasonably available after the end of each Fiscal Year, and in any event within two hundred ten (210) days after the end of such Fiscal Year, a copy of the annual Audited Financial Statements of the City prepared in accordance with GAAP and audited by independent certified public accountants of recognized standing, including a balance sheet of the City as of the end of such Fiscal Year and related statements of revenues, expenses, and changes in retained earnings and cash flows for the Fiscal Year then ended;

(b) within sixty (60) days of approval by the City Council of the City, and in any event not later than sixty (60) days after the close of each Fiscal Year of the City, the annual budget of the City;

(c) as soon as practicable but in any event within ten (10) Business Days after the issuance thereof, copies of any prospectus, official statement, offering circular, placement memorandum or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the City makes available in connection with the offering for sale of any securities of which it is the issuer and which are secured by the Pledged Revenues;

(d) as soon as practicable at the end of each fiscal quarter, a report detailing the collection of the Pledged Revenues, in form and substance satisfactory to the Bank;

(e) such other financial information as the Bank may reasonably request.

For purposes of this Section 6.1, delivery to the Bank of any information required under this Section 6.1 shall be satisfied if the City causes such information to be filed with EMMA within the timeframes set forth in this Section 6.1 and such information is publicly available.

Section 6.2. Certificates; Other Information. Deliver to the Bank in form and detail satisfactory to the Bank:

(a) concurrently with the delivery of the financial statements referred to in Section 6.1(a) hereof, a duly completed Compliance Certificate in substantially the form of Exhibit A attached hereto signed by a Responsible Officer of the City;

(b) promptly after any request by the Bank, copies of any detailed audit reports, management letters or recommendations submitted to the City Council (or the audit committee of the City Council) or any Responsible Officer by independent accountants in connection with the accounts or books of the City, or any audit of any of them;

(c) *Reserved;*

(d) promptly, such additional information regarding the governmental purposes of the City or the Security, or compliance with the terms of the Related Documents, as the Bank may from time to time reasonably request;

(e) promptly, and in any event within ten Business Days after receipt thereof by the City copies of each notice or other correspondence received from any Rating Agency relating to the City or the Bonds;

(f) promptly upon the receipt or giving thereof, copies of all notices of resignation by or removal of the Paying Agent/Registrar or the Remarketing Agent which are received or given by the City;

(g) written notice of the failure by the Remarketing Agent or the Paying Agent/Registrar to perform any of its obligations hereunder or under any of the Related Documents to which such entity is a party; and

(h) promptly after the adoption thereof, copies of any amendments or supplements to the Related Documents or the Official Statement.

Section 6.3. Notices. Promptly notify the Bank:

(a) of the occurrence of any Potential Default or Event of Default and the City shall also at such time provide the Bank with a certificate of a Responsible Officer setting forth the details thereof and the action which the City is taking or proposes to take with respect thereto;

(b) of (i) any breach or non-performance of, or any default under, a Contractual Obligation of the City; (ii) any dispute, litigation, investigation, proceeding or suspension between the City and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting the City, in each case of the foregoing clauses (i), (ii) and (iii) of this paragraph (b), that has resulted or could be reasonably be expected to result in a Material Adverse Effect;

(c) of any material change in accounting policies or financial reporting practices by the City;

(d) of the occurrence of any Internal Control Event; and

(e) of any withdrawal, suspension or change in the long-term unenhanced rating assigned to any Parity Obligation.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the City setting forth details of the occurrence referred to therein and stating what action the City has taken and proposes to take with respect thereto. Each notice pursuant to clause (a) of this Section shall describe with particularity any and all provisions of this Agreement and any other Related Document that have been breached.

Section 6.4. Payment of Obligations. Pay and discharge as the same shall become due and payable, all its material obligations and liabilities (including, without limitation, (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the City; (b) all lawful claims which, if unpaid, would by law become a Lien upon Pledged Revenues; and (c) all Indebtedness of the City secured by Pledged Revenues, as and when due and payable).

Section 6.5. Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the State and maintain its status as a municipal corporation established for public purposes under the laws of the State throughout the term of this

Agreement; and (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its governmental purposes, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.6. Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the performance of its governmental purpose in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

Section 6.7. Maintenance of Insurance. Maintain with financially sound and reputable insurance companies not Affiliates of the City, or with the State, insurance with respect to its properties and governmental purposes against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar governmental purposes, of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons.

Section 6.8. Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

Section 6.9. Books and Records. (a) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP shall be made of all financial transactions and matters involving the assets and business of the City; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the City. The City shall maintain at all times books and records pertaining to the Security in such detail, form and scope as shall allow the City to provide the information required by Section 6.1(d) hereof.

Section 6.10. Security Records. Execute and deliver promptly, to the Bank, from time to time, solely for the Bank's convenience in maintaining a record of the Security, such written statements and schedules as the Bank may reasonably require designating, identifying or describing the Security. The failure by the City, however, to promptly give the Bank such statements or schedules shall not affect, diminish, modify or otherwise limit the Liens on the Security granted pursuant to the Related Documents.

Section 6.11. Security Interests. (a) Defend the Security against all claims and demands of all Persons at any time claiming the same or any interest therein, (b) comply with the requirements of all state and federal laws in order to grant to Paying Agent/Registrar (for the benefit of the Owners and the Bank) and the Bank's valid and perfected security interests in the Security, and (c) do whatever the Bank may reasonably request, from time to time, to effect the purposes of this

Agreement and the other Related Documents, including filing notices of liens, amendments, renewals and continuations thereof; cooperating with the Bank's representatives; and, paying claims which might, if unpaid, become a Lien on the Pledged Revenues. No filing, registering, recording or publication of the Ordinance, this Agreement or any other instrument is required to establish the pledge under the Ordinance or this Agreement to perfect, protect or maintain the lien created hereby or thereby on the Security.

Section 6.12. Consolidations, Mergers and Sales of Assets. Not (i) terminate, wind up, liquidate or dissolve its affairs or consolidate or merge with or into any Person or (ii) sell, transfer, convey or lease (whether in a single transaction or a series of transactions) all or any substantial part of its properties or assets; *provided, however*, nothing herein shall limit the City's ability to lease, sell or otherwise encumber any under-utilized portion of Security. Notwithstanding the foregoing, the City may sell, transfer, convey or lease (whether in a single transaction or a series of transactions) all or any part of its properties or assets that (x) it deems to be unnecessary for its operations as carried out at the date of this Agreement or (y) could not reasonably be expected to result in a Material Adverse Effect.

Section 6.13. Amendments; Related Documents. Not amend, modify, terminate or grant, or permit the amendment, modification, termination or grant of, any waiver under (or consent to, or permit or suffer to occur any action or omission which results in, or is equivalent to, an amendment, modification, termination or grant of a waiver under) any Related Document, which would have an adverse effect upon the City's ability to perform its obligations under this Agreement or to repay Indebtedness of the City that is secured by Pledged Revenues or which adversely affects the security of the Bank or the rights or remedies of the Bank under the Related Documents or hereunder, without the prior written consent of the Bank.

Section 6.14. Reserved.

Section 6.15. Use of Proceeds. Not use the proceeds of any funds advanced under the Letter of Credit or hereunder, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose. The City shall not request any Drawing or Liquidity Advance, and the City, including its officers, employees and agents, shall not use the proceeds of any Drawing, Liquidity Advance or the Letter of Credit (A) in violation of any Anti-Corruption Laws, or (B) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 6.16. Appointment of Successors. Not, without the prior written consent of the Bank, appoint a successor Paying Agent/Registrar or Remarketing Agent; *provided, however*, that prior written consent shall not be required in circumstances of succession or assignment due to merger, consolidation or other similar action.

Section 6.17. Credit Facilities. In the event that the City has or shall, directly or indirectly, enter into or otherwise consent to any credit agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement

or supplemental bondholder's agreement), note or bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) under which, directly or indirectly, any Person or Persons undertakes to make or provide funds to purchase or provide credit or liquidity enhancement for Parity Obligations, which such agreement (or amendment thereto) provides such Person with more restrictive covenants, events of default and/or greater rights and remedies than are provided to the Bank in this Agreement, provide the Bank with a copy of each such agreement (or amendment thereto) and such more restrictive covenants, events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such more restrictive covenants, events of default and/or such greater rights and remedies as if specifically set forth herein. The City shall promptly enter into an amendment to this Agreement to include such more restrictive covenants, events of default and/or greater rights or remedies (*provided* that the Bank shall maintain the benefit of such more restrictive covenants, events of default and/or greater rights and remedies even if the City fails to provide such amendment). On and after the Closing Date, and without limiting any provisions the Bank may have the benefit of that are set forth in any other agreement (or amendment thereto) pursuant to this Section 6.17, the Bank shall have the benefit of the different or more restrictive covenants, events of default and/or greater rights and remedies set forth in the Reimbursement Agreement dated as of October 1, 2017, between the City and Sumitomo Mitsui Banking Corporation, acting through its New York Branch, relating to the City of Austin, Texas, Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, Subseries 2008B (as amended, supplemented, restated or otherwise modified, the "*Other Bank Agreement*"), and the City shall notify the Bank of any amendment to the terms of such Other Bank Agreement and if any such terms are terminated or are otherwise no longer in effect.

Section 6.18. Substitute Credit Facility. Use commercially reasonable efforts to obtain an Alternate Credit Facility or Alternate Liquidity Facility to replace this Agreement and the Letter of Credit or to convert the interest rate on the Bonds to an interest rate other than the Weekly Rate in the event (i) the Bank shall decide not to extend the Stated Expiration Date pursuant to Section 2.13 hereof, (ii) the City terminates this Agreement pursuant to Section 2.7 hereof, (iii) the Bank shall furnish a notice of a mandatory tender or acceleration to the Paying Agent/Registrar pursuant to Section 7.2 hereof or (iv) a mandatory purchase shall have been effected with any funds made available hereunder. The City agrees that, as a condition to the effectiveness of the Alternate Credit Facility or Alternate Liquidity Facility, as applicable, the City whether from its own funds or an Alternate Credit Facility or an or Alternate Liquidity Facility, as applicable, shall provide funds to the extent necessary, in addition to other funds available, on the date of the effectiveness of such Alternate Credit Facility or an Alternate Liquidity Facility, to pay all Obligations owing the Bank on such date. On the effective date of such Alternate Credit Facility or an Alternate Liquidity Facility, any and all Obligations due hereunder and all principal and interest due on the Liquidity Provider Bonds shall be payable in full to the Bank. The City shall not permit an Alternate Credit Facility or an Alternate Liquidity Facility to become effective with respect to less than all of the Bonds without the prior written consent of the Bank. The City shall cause the Letter of Credit to be returned to the Bank for cancellation upon the effectiveness of an Alternate Credit Facility or an Alternate Liquidity Facility, as applicable.

Section 6.19. Selection of Bonds for Redemption or Purchase. Permit or cause the redemption (pursuant to the terms of the Ordinance) of any and all Liquidity Provider Bonds prior to selecting, or causing to be selected, for redemption any Bonds that are not Liquidity Provider Bonds. The City shall not declare, instruct the Paying Agent/Registrar to declare or permit an optional redemption of the Bonds pursuant to the Ordinance unless such optional redemption shall be funded from sources other than the moneys provided by the Bank under the Letter of Credit or unless the Bank shall otherwise consent in writing.

Section 6.20. Conversions. Shall promptly furnish, or cause to be furnished, to the Bank, not later than its furnishing the same to the Remarketing Agent, a copy of any written notice furnished by the City to the Remarketing Agent pursuant to the Ordinance indicating a proposed conversion of the interest rate on the Bonds; and (b) shall not permit a Conversion Date to occur without the prior written consent of the Bank.

Section 6.21. Inspection Rights. Shall, at any time and from time to time during regular business hours, as requested by the Bank permit the Bank or its respective agents or representatives, (i) to examine and make copies of and take abstracts from all books, records and documents (including computer tapes and disks) relating to the Security and (ii) to visit the offices and properties of the City for the purpose of examining such materials described in clause (i) above, and to discuss matters relating to the Security or the City's performance hereunder and under the other Related Documents with any of the officers, directors, employees or independent public accountants of the City having knowledge of such matters (subject to the reasonable satisfaction of any necessary and applicable security and confidentiality compliance procedures). All reasonable expenses incurred by the Bank in conducting such audits or inspections shall be paid by the City (*provided* that the City's liability to pay the expenses of any such inspection will be limited to once per calendar year and any time during the existence of an Event of Default).

Section 6.22. Maintenance of Tax Exempt Status. Not take any action or omit to take any action which, if taken or omitted, would adversely affect the exemption of interest on any tax-exempt bond or note of the City, including the Bonds, from Federal income taxes.

Section 6.23. Additional Credit Enhancement. Not provide or permit to be provided any credit or liquidity enhancement for the Bonds other than this Agreement without the prior written consent of the Bank.

Section 6.24. Remarketing Agent. (a) Shall cause the Remarketing Agent to use its best efforts to remarket all Bonds up to the Tax Exempt Maximum Rate (as defined in Appendix A to the Ordinance) that are tendered for purchase and shall not direct the Remarketing Agent to cease its attempts to remarket Bonds tendered for purchase for any reason (including without limitation that any interest rate charged hereunder may be less than the interest rate that would be required to be paid to any potential purchaser of such Bonds in order that the Bonds may be sold at a purchase price equal to the par value thereof plus accrued interest thereon).

(b) If the Remarketing Agent fails to remarket Bonds for thirty (30) consecutive days or otherwise fails to perform its duties under the Remarketing Agreement, the City shall replace the

Remarketing Agent upon the written direction of the Bank, with a successor Remarketing Agent acceptable to the Bank.

(c) Any remarketing agreement entered into by the City after the Closing Date and in relation to the Bonds shall provide that the remarketing agent will resign only upon providing sixty (60) days prior written notice to the Bank and such resignation shall only take affect when a successor remarketing agent acceptable to the Bank has been appointed and has accepted such appointment; *provided, however*, that prior written consent shall not be required in circumstances of resignation due to merger, consolidation or other similar action if the surviving entity continues as the Remarketing Agent.

Section 6.25. Financial Covenants. (a) Not issue any Additional Bonds or other obligations payable from and secured by a lien on and pledge of the Pledged Revenues that is senior to the lien securing the Parity Obligations.

(b) Not issue any additional obligations secured by a parity lien on the Pledged Revenues or by a lien junior and subordinate to the lien on such Pledged Revenues securing the Bonds without complying with the provisions of the Ordinance.

Section 6.26. Offering Circular. Except in the Official Statement, not refer to the Bank in any offering circular or document or make any changes or references to the Bank in any such document without the Bank's prior written consent thereto (which consent shall not be unreasonably withheld).

Section 6.27. Liens. Not create or suffer to exist any lien upon or with respect to any of the funds or accounts created under the Ordinance except the liens specifically permitted under the Ordinance and this Agreement. The City shall not, directly or indirectly, incur, create or permit to exist any Lien on all or any part of the Security that is senior to the Lien on Security securing the Parity Obligations.

Section 6.28. ERISA. By itself or any ERISA Affiliate, have or maintain any employee benefit plan which is subject to, or has the effect of subjecting the City or such ERISA Affiliate to, the provisions of ERISA and the regulations and published interpretations thereunder.

Section 6.29. Incorporation by Reference. Promptly perform all obligations of the City hereunder and under the other Related Documents and observe all covenants and perform all obligations required of it under the Related Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety and all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable by the Bank against the City. No termination of or amendment to such covenants and agreements or defined terms or release of the City with respect thereto made pursuant to the Related Documents shall be effective to terminate or amend such covenants and agreements and defined terms or release of the City with respect thereto as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of any Related Document, the City shall continue to observe the covenants therein contained for the benefit of the Bank until the

termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not limit or be limited by the express covenants contained herein.

Section 6.30. Further Assurances. (a) The City shall make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably requested by the Bank and reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, the Fee Agreement and the other Related Documents and for the better assuring and confirming unto the Bank the rights and benefits provided in this Agreement and to realize thereon, and record and file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Bank to validate, preserve and protect the position of the Bank under this Agreement and the other Related Documents.

(b) The City, to the extent permitted by law, at all times shall defend, preserve and protect the pledge of the Security pledged under the Ordinance against all claims and demands of all persons whomsoever.

Section 6.31. Sovereign and Governmental Immunity. Acting under authority of the Texas Government Code Section 1371.059(c), as amended, the City agrees to waive sovereign immunity from suit and liability for purposes of adjudicating a claim to enforce this Agreement and/or the Fee Agreement or for damages for breach of this Agreement and/or the Fee Agreement.

Section 6.32. Swap Termination Payments. From the date hereof, no Lien on the Security securing any swap termination payments payable from Pledged Revenues shall be senior in priority to or *pari passu* with the Lien on the Security granted in support of the Parity Obligations under the Ordinance.

Section 6.33. Underlying Rating. (a) Maintain unenhanced ratings on its long-term Parity Bonds from at least two Rating Agencies. The City covenants and agrees that it shall not at any time withdraw any long-term rating on any of its Parity Obligations from any Rating Agency if the effect of such withdrawal would be to cure a Potential Default or an Event of Default under this Agreement or to reduce the Facility Fee.

(b) Maintain unenhanced ratings on its long-term Parity Bonds not lower than “BBB+” (or its equivalent) by S&P, “BBB+” (or its equivalent) by Fitch and “Baa1” (or its equivalent) by Moody’s, respectively (in each case to the extent such Rating Agency is then providing a rating).

Section 6.34. Disclosure to Participants. Permit the Bank to disclose the financial information received by it pursuant to this Agreement to each Participant of the Bank pursuant to Section 8.6 of this Agreement subject to the confidentiality restrictions set forth in Section 8.7 hereof.

Section 6.35. Tendered Bonds. At all times, assure that the Bonds purchased pursuant to Article II shall be transferred to or held for the benefit of the Bank in accordance with the terms of the Ordinance and this Agreement.

ARTICLE SEVEN

DEFAULTS

Section 7.1. Events of Default. Any one or more of the following events shall constitute an “Event of Default” hereunder:

(a) any representation or warranty made by the City in any of the Ordinance, this Agreement or any other Related Document to which it is a party, or in any certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection herewith or therewith shall prove to have been false, inaccurate, incomplete or misleading in any material adverse respect either on the date hereof or on the date when made or deemed to have been made or delivered;

(b) (i) any “event of default” under the Ordinance or any other Related Document (other than this Agreement) shall occur and be continuing; or (ii) (A) the City shall fail to make any payment in respect of principal or interest on any Parity Obligation when due (*i.e.*, whether upon the scheduled maturity, required prepayment, acceleration, upon demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Parity Obligation; or (B) default in the observance or performance of any agreement or condition relating to any Parity Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, in each case, the effect of which default or other event or condition is to permit (after any applicable grace period) the holder or holders of such Parity Obligation (or a trustee or agent on behalf of such holder or holders) to cause (in each case, determined without regard to whether any notice is required) or cause, any such Parity Obligation to become due prior to its stated maturity;

(c) the City shall fail to pay or cause to be paid when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise in accordance with its terms) (i) any amounts with respect to the principal of, interest on or premium, if any, on any Bonds (including Liquidity Provider Bonds), (ii) any amounts payable under Article Two hereof (other than amounts described in clause (i) of this paragraph (c)), or (iii) any other amount payable pursuant to this Agreement, the Fee Agreement or the Bonds (including Liquidity Provider Bonds) (other than amounts described in clauses (i) and (ii) of this paragraph (c));

(d) default in the due observance or performance of any covenant set forth in Section 6.3(a), 6.3(b), 6.5, 6.8, 6.11, 6.12, 6.13, 6.15, 6.19, 6.22, 6.25, 6.27, 6.30(b), 6.31, 6.32 or 6.33(a) hereof;

(e) default in the due observance or performance of any other term, covenant or agreement set forth herein and not listed in Section 7.1(d) hereof and such default has not been remedied within thirty (30) days after the earlier of (x) the date of written notice thereof from the Bank or (y) the date on which such default shall first become known to any officer of the City;

(f) the City makes an assignment for the benefit of creditors, files a petition in bankruptcy, becomes insolvent, as defined in Section 101(32) of the United States Bankruptcy Code, or is unable generally to pay its debts as they come due, is adjudicated insolvent or bankrupt or there is entered any order or decree granting relief in any involuntary case commenced against the City under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or if the City petitions or applies to any tribunal for or otherwise seeks, consents to, or acquiesces in the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or of any substantial part of its Properties, or commences any proceeding in a court of law seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, or for winding up, arrangement, marshalling of assets, reorganization, adjustment or composition of debt, dissolution, liquidation or other similar procedure under the law or statutes of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the City any such proceeding in a court of law which remains undismissed or shall not be discharged, vacated or stayed, or such jurisdiction shall not be relinquished, within sixty (60) days after commencement, or the City by any act, indicates its consent to, approval of, or acquiescence in any such proceeding in a court of law or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it in the time allotted for such answer, or to an order for relief in an involuntary case commenced against the City under any such law, or to the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or a substantial part of its Properties, or if the City suffers any such receivership, examination, trusteeship, liquidation, assignment, custodianship, sequestration or other similar procedure to continue undischarged for a period of sixty (60) days after commencement or if the City takes any action for the purposes of effecting the foregoing;

(g) any material provision of any of the Related Documents shall cease to be valid and binding for any reason, or the City or any Governmental Authority shall contest any such provision or the City, or any agent or trustee on behalf of the City, shall deny that it has any or further liability under any of the Related Documents or with respect to its obligations to pay any Parity Obligation;

(h) default shall occur in the payment when due of any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues not otherwise described in this Section 7.1 which exceeds in the aggregate \$10,000,000 issued, assumed or guaranteed by the City and shall continue beyond any applicable period of grace, or default shall occur under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit (after any applicable grace period) the holder or holders of such Indebtedness payable from

and/or secured by all or any part of the Pledged Revenues (or a trustee or agent on behalf of such holder or holders) to cause (in each case, determined without regard to whether any notice is required) or cause, any such Indebtedness payable from and/or secured by all or any part of the Pledged Revenues to become due prior to its stated maturity;

(i) judgment for the payment of money in excess of an aggregate of \$10,000,000 (or its equivalent in another currency or currencies) that is payable from Pledged Revenues and not fully covered by insurance shall be rendered against the City and the same shall remain unvacated, unbonded, unstayed or undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed or for the payment of which a surety bond or other adequate security has not been obtained in the judgment of the Bank;

(j) all or any part of the Security shall not be subject to a security interest for the benefit of the Owners and the Bank;

(k) (i) the City shall impose, declare or announce a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues or (ii) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Obligations, any Bonds or on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues; or

(l) any long-term, unenhanced debt rating assigned to the Parity Bonds shall be withdrawn, suspended or lowered below “BBB+” (or its equivalent) by Fitch or S&P or “Baa1” (or its equivalent) by Moody’s.

Section 7.2. Remedies. Upon the occurrence and during the continuance of any Event of Default hereunder, all Obligations shall bear interest at the Default Rate and the Bank, shall, with notice thereof to the Paying Agent/Registrar, exercise any one or more of the following rights and remedies, in addition to any other remedies herein or by law provided:

(a) by notice to the City, declare all Obligations to be, and such amounts shall thereupon become, immediately and automatically due and payable without further presentment, demand, protest or other notice of any kind, all of which are hereby waived by the City, *provided* that upon the occurrence of an Event of Default under Section 7.1(f) hereof such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(b) give written notice of the occurrence of an Event of Default to the Paying Agent/Registrar, directing the Paying Agent/Registrar to cause a mandatory tender of the Bonds, thereby causing the Letter of Credit to expire fifteen (15) days thereafter;

(c) direct the Paying Agent/Registrar to exercise its rights under the Ordinance and the Related Documents; and

(d) pursue any other action available at law or in equity;

provided, however, that the failure of the Bank to give notice of the exercise of any such right or remedy shall not affect the validity or enforceability thereof.

The City agrees to pay to the Bank, all expenses incurred or paid by the Bank, including reasonable attorneys' fees and court costs, in connection with any default by the City hereunder or in connection with the enforcement of any of the terms hereof.

Section 7.3. Application of Funds. After the exercise of remedies provided for in Section 7.2 (or after the Obligations have automatically become immediately due and payable as set forth in the proviso to Section 7.2), any amounts received on account of the Obligations shall be applied by the Bank in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Facility Fees) payable to the Bank (including fees, charges and disbursements of counsel to the Bank (including fees and time charges for attorneys who may be employees of any Bank) and amounts payable under Article Three), payable to the Bank;

Second, to payment of that portion of the Obligations constituting accrued and unpaid Facility Fees, fees and interest on the Obligations, payable to the Bank;

Third, to payment of that portion of the Obligations constituting unpaid principal of the Liquidity Advances and Term Loans, payable to the Bank; and

Fourth, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the City or as otherwise required by Law.

Section 7.4. Solely for the Benefit of Bank. The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the City, the Paying Agent/Registrar or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Related Documents.

Section 7.5. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the City and the Bank shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

Section 7.6. Suits at Law or in Equity and Mandamus. If any Event of Default shall occur and be continuing, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement and/or the other Related Documents, in aid of the exercise of any power granted in this Agreement and/or the other Related Documents, or to enforce any other legal or equitable right vested in the Bank by this Agreement and/or the other Related Documents, or by law.

ARTICLE EIGHT

MISCELLANEOUS

Section 8.1. Amendments, Etc. Subject to Sections 6.8 and 6.13 hereof, no amendment or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the City therefrom, shall be effective unless in writing signed by the Bank and the City, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Potential Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Potential Default or Event of Default or impair any right consequent thereto.

Section 8.2. Notices; Effectiveness; Electronic Communication.

(a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax transmission or e-mail transmission as follows, and all notices and other communications expressly permitted hereunder shall be made to the applicable telephone number, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 8.2. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax transmission or e-mail transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) *Electronic Communications.* Notices and other communications to the Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Bank, *provided* that the foregoing shall not apply to notices to the Bank pursuant to Article Two if the Bank, has notified the City that it is incapable of receiving notices under such Article by electronic communication. The Bank or the City may, in its discretion, agree to accept notices and other communications to

it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Bank otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) *Change of Address, Etc.* Each of the City and the Bank may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto.

(d) *Reliance by Bank.* The Bank shall be entitled to rely and act upon any notices (including, without limitation, telephonic or electronic notices) purportedly given by or on behalf of the City even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The City, to the extent permitted by the laws of the State, shall indemnify the Bank and the Related Parties from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the City. All telephonic notices to and other telephonic communications with the Bank may be recorded by the Bank, and the City hereby consents to such recording.

Section 8.3. No Waiver; Cumulative Remedies; Enforcement. No failure by the Bank to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Related Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided and provided under each other Related Document are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Related Document, the authority to enforce rights and remedies hereunder and under the other Related Documents against the parties thereto or any of them shall be vested exclusively in the Bank, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Bank in accordance with Section 7.2; *provided, however*, that the foregoing shall not prohibit the Bank from exercising setoff rights in accordance with Section 8.16.

Section 8.4. Expenses; Indemnity; Damage Waiver.

(a) *Costs and Expenses.* The City shall pay (i) all reasonable out-of-pocket expenses incurred by the Bank and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Bank), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Related Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Bank in connection with the issuance, amendment, renewal or extension of the Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Bank (including the fees, charges and disbursements of any counsel for the Bank), and shall pay all fees and time charges for attorneys who may be employees of the Bank, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section, or (B) in connection with the Liquidity Advances or Term Loans made or the Letter of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Liquidity Advances or Term Loans or the Letter of Credit.

(b) *Indemnification by the City.* To the extent permitted by the laws of the State, the City shall indemnify the Bank and each Related Party (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the City arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Related Document, the Official Statement or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or in the case of an Indemnitee only, the administration of this Agreement and the other Related Documents, (ii) any Liquidity Advance, Term Loan or the Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Bank to honor a demand for payment under the Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the negligence or willful misconduct of such Indemnitee. The City assumes all risks associated with the acceptance by the Bank of documents received by the Bank by email or facsimile, it being agreed that the use of facsimile or email is for the benefit of the City and that the Bank assumes no liabilities or risks with respect thereto.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the City shall not assert, and hereby waives, and acknowledges that no other Person shall

have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document, the Official Statement or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Liquidity Advance, Term Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents, the Official Statement or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Payments.* All amounts due under this Section shall be payable not later than twenty Business Days after demand therefor.

(e) *No Liability of Bank.* The City agrees that the Bank shall have no liability or responsibility for the acts or omissions of the Paying Agent/Registrar, the Tender Agent or the Remarketing Agent in respect of the use of this Agreement or any Drawings funded by the Bank under the Letter of Credit. The Bank shall have no responsibility for, nor incur any liability in respect of, any act, or any failure to act, by the Paying Agent/Registrar, the Tender Agent or the Remarketing Agent which results in the failure of the Paying Agent/Registrar to effect a Drawing or to comply with the applicable provisions of the Ordinance or any other Related Document. Neither the Bank nor any of its officers or directors shall be liable or responsible for: (i) the use which may be made of the Letter of Credit or for any acts or omissions of the Paying Agent/Registrar, any agent of the Paying Agent/Registrar and any transferee beneficiary in connection therewith; (ii) the validity or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, fraudulent or forged; (iii) payment by the Bank against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (iv) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit; except only that the City shall have a claim against the Bank and the Bank shall be liable to the City to the extent of any direct, as distinguished from consequential or punitive (the right to receive consequential or punitive damages being hereby waived), damages suffered by the City when the City proves such were caused by the Bank's negligence or willful failure to make payment under the Letter of Credit in accordance with its terms as determined by a court of competent jurisdiction in a final, non-appealable judgment thereof. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. The Bank is hereby expressly authorized and directed to honor any demand for payment which is made under the Letter of Credit without regard to, and without any duty on its part to inquire into the existence of, any disputes or controversies between or among the City, the Paying Agent/Registrar, any transferee beneficiary of the Letter of Credit or any other Person or the respective rights, duties or liabilities of any of them, or whether any

facts or occurrences represented in any of the documents presented under the Letter of Credit are true and correct.

(f) *Survival.* The agreements in this Section shall survive the resignation of the Bank, the termination of the Letter of Credit, and the repayment, satisfaction or discharge of all the other Obligations.

Section 8.5. Payments Set Aside. To the extent that any payment by or on behalf of the City is made to the Bank, and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Bank in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.6. Successors and Assigns.

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. The Bank may assign or otherwise transfer some or all of its right to receive payment hereunder and under the other Related Documents without limitation; *provided*, that no assignee shall have the right to take any actions under this Agreement and the other Related Documents, including, but not limited to, the right to declare or to take actions in response to an Event of Default under Section 7.1 hereof; *provided, further*, that (i) no such assignee shall be entitled to receive payment pursuant to Section 3.1 or 3.2 hereof in an amount greater than the amount which would have been payable had the Bank not granted such assignment to such assignee and (ii) notwithstanding any such assignment or transfer, the City shall continue to deal solely and directly with the Bank. Subject in all respects to the terms of the Ordinance and the Letter of Credit, the Bank may transfer some or all of its obligations under the Letter of Credit with the prior written consent of the City and sixteen (16) days prior written notice to the Paying Agent/Registrar and the Tender Agent; provided that (i) the City has received prior written notice from each Rating Agency then rating the Bonds that the transfer shall not cause the lowering, withdrawal or suspension of any ratings then existing on the Bonds; and (ii) the Bank shall be responsible for all costs resulting from the transfer. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Bank) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Participations.* The Bank may at any time, without the consent of, or notice to, the City, sell participations to any Person (other than a natural person or the City or any of the City's Affiliates) (each, a "*Participant*") in all or a portion of the Bank's rights and/or obligations under this Agreement; *provided* that (i) the Bank's obligations under this Agreement shall remain

unchanged, (ii) the Bank shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the City shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which the Bank sells such a participation shall provide that the Bank shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that the Bank shall not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 8.1 that affects such Participant. The City agrees that each Participant shall be entitled to the benefits of Sections 3.1 and 3.2 to the same extent as if it were the Bank and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 8.16 as though it were the Bank. The City shall not be a party to any agreement between the Bank and a Participant.

(c) *Limitations upon Participant Rights.* A Participant shall not be entitled to receive any greater payment under Section 3.1 or 3.2 than the Bank would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the City's prior written consent.

(d) *Certain Pledges.* In addition to the rights of the Bank set forth above, the Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and of the obligations owing to it (including, for the avoidance of any doubt, any Liquidity Provider Bonds) to any Federal Reserve Bank or the United States Treasury or to any state or local governmental entity as collateral security including, without limitation, pursuant to Regulation A of the City of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, *provided* that any payment in respect of such assigned obligations made by the City to the Bank in accordance with the terms of this Agreement shall satisfy the City's obligations hereunder in respect of such assigned obligation to the extent of such payment and the City shall continue to deal solely and directly with the Bank. No such pledge or assignment shall release the Bank from any of its obligations hereunder.

Section 8.7. Treatment of Certain Information; Confidentiality. The Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority having jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Related Document or any action or proceeding relating to this Agreement or any other Related Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction

relating to the City and its obligations, (g) on a confidential basis to (i) any rating agency in connection with rating the City or the Letter of Credit, or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the Letter of Credit, (h) with the consent of the City or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Bank or any of their respective Affiliates on a nonconfidential basis from a source other than the City.

For purposes of this Section, "*Information*" means all information received from the City relating to the City or any of its governmental purposes, other than any such information that is available to the Bank on a nonconfidential basis prior to disclosure by the City, *provided* that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

The Bank acknowledges that (a) the Information may include material non-public information concerning the City, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 8.8. Interest Rate Limitation. It is the intention of the parties to comply with applicable usury laws. The parties agree that the total amount of interest contracted for, charged, collected or received by the Bank under this Agreement and the Fee Agreement will not exceed an amount that would cause the interest rate to exceed the Maximum Rate.

Section 8.9. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Related Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Bank and the City shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. After the Closing Date and not as a condition to the effectiveness hereof, such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.

Section 8.10. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Related Document or other document delivered

pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Bank, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Potential Default or Event of Default at the time of any issuance of the Letter of Credit, or the making of any Liquidity Advance or Term Loan hereunder, and shall continue in full force and effect as long as any Liquidity Advance or Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or the Letter of Credit shall remain outstanding.

Section 8.11. Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, *PROVIDED, HOWEVER,* THE RIGHTS, DUTIES AND OBLIGATIONS OF THE BANK UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

Section 8.13. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE OFFICIAL STATEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND ANY OTHER DOCUMENTS DELIVERED IN CONNECTION THEREWITH.

Section 8.14. Electronic Execution of Assignments and Certain Other Documents. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Related Document or in any amendment or other modification thereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic

Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary, the Bank is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided further without limiting the foregoing, upon the request of the Bank, any electronic signature shall be promptly followed by such manually executed counterpart.

Section 8.15. USA PATRIOT Act. (a) The Bank is subject to the Patriot Act (as hereinafter defined) and hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "*Patriot Act*"), it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank, as applicable, to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

(b) The City shall (i) ensure that no person who controls the City is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("*OFAC*"), the Department of the Treasury, or included in any Executive Orders that prohibits or limits the Bank from making any advance or extension of credit to the City or from otherwise conducting business with the City and (ii) ensure that the Bond proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 8.16. Right of Set off. Upon the occurrence of an Event of Default, the Bank may, at any time and from time to time, without notice to the City or any other person (any such notice being expressly waived), set off and appropriate and apply, against and on account of, any obligations and liabilities of the City to the Bank arising under or connected with this Agreement and the other Related Documents, without regard to whether or not the Bank shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured, any and all deposits (general or special, including but not limited to indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other indebtedness at any time held or owing by the Bank to or for the credit or the account of the City.

Section 8.17. Time of the Essence. Time is of the essence of this Agreement.

Section 8.18. Entire Agreement. **THIS AGREEMENT AND THE INCORPORATED PROVISIONS OF THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

Section 8.19. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Owners of

the Bonds any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds.

Section 8.20. MSRB Rule G-34. In the event the City delivers or permits, authorizes or consents to the delivery of this Agreement and the Letter of Credit (including without limitation any amendments hereto and thereto) to the Remarketing Agent or any other Person for delivery to the Municipal Securities Rulemaking Board pursuant to Rule G-34 of the Municipal Securities Rulemaking Board ("*Rule G-34*"), the City shall cooperate with the Bank to provide for the redaction of information permitted to be redacted under Rule G-34.

Upon reasonable written request from the Remarketing Agent or the City, the Bank agrees to use commercially reasonable efforts to provide copies of amendments, extensions and modifications of this Agreement and the Letter of Credit that the Remarketing Agent is required to file in accordance with Rule G-34, other than information which is permitted to be redacted in accordance with such Rule. Without the consent of the Bank, the City will not make available the Fee Agreement for filing pursuant to Rule G-34.

Section 8.21. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement, the Letter of Credit and the Fee Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Bank and each of its Affiliates is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (including, without limitation, as a municipal advisor (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended)), or agent, advisor or fiduciary (pursuant to Section 15B of the Securities Exchange Act of 1934 or otherwise), for the City, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.22. Chapter 346 of the Texas Finance Code. The provisions of Chapter 346 of the Texas Finance Code, as amended, do not govern or in any manner apply to this Agreement or any of the Related Documents.

Section 8.23. No Israel Boycott. Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services for purposes thereof, the Bank is a “Company” as defined under Section 808.001(2) of the Texas Government Code and hereby represents that it, as a Company, does not Boycott Israel and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Bank, as a Company, agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section 8.24, “Boycott Israel” shall have the meaning given such term in Section 2271.001, Texas Government Code and “Company” shall have the meaning given such term in Section 808.001(2), Texas Government Code.

Section 8.24. Iran, Sudan and Foreign Terrorist Organizations. The Bank hereby represents, warrants and verifies as of the Closing Date, that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Bank is not a Company on the lists prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2271.0201 of the Texas Government Code. For purposes of this Section 8.25, “Company” shall have the meaning given such term in Section 2270.0001(2), Texas Government Code.

Section 8.25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 8.26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Closing Date.

UBS AG, ACTING THROUGH ITS STAMFORD
BRANCH

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CITY OF AUSTIN, TEXAS

By _____
Name: Ed Van Eenoo
Title: Chief Financial Officer

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, _____

To: UBS AG, acting through its Stamford Branch

Ladies and Gentlemen:

Reference is made to that certain Reimbursement Agreement, dated as of October 1, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*," the terms defined therein being used herein as therein defined), between the City of Austin, Texas (the "*City*") and UBS AG, acting through its Stamford Branch.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____ of the City, and that, as such, he/she is authorized to execute and deliver this Certificate to the Bank on the behalf of the City, and that:

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.1(a) of the Agreement for the fiscal year of the City ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the City during the accounting period covered by the attached financial statements.

3. A review of the activities of the City during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period City performed and observed all its Obligations under the Related Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the City performed and observed each covenant and condition of the Related Documents applicable to it, and no Potential Default or Event of Default has occurred and is continuing.]

[the following covenants or conditions have not been performed or observed and the following is a list of each such Potential Default or Event of Default and its nature and status:]

4. The representations and warranties of the City contained in Article Five of the Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in Section 5.5 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(a) of the Agreement, including the statements in connection with which this Certificate is delivered.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of

_____, ____.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

SCHEDULE 8.2

If to the City, to

City of Austin
919 Congress Ave, Suite 1250
Austin, Texas 78701
Attention: Bryan Rivera
Telephone: (512) 974-7891
Email: bryan.rivera@austintexas.gov

If to UBS AG, acting through its Stamford Branch:

UBS AG
[]
[]
Telephone: (203) 719-7950
Facsimile: []
Attention: Christian Hauswirth
Email: Christian.hauswirth@ubs.com

wire instructions:

[]
ABA Number: []
F/O: []
Account Number: []
Attention: []
Reference: City of Austin, Texas Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series
2008 Subseries 2008A Bonds

APPENDIX I

UBS AG, ACTING THROUGH ITS STAMFORD BRANCH

IRREVOCABLE LETTER OF CREDIT NO. [LOC #]

October 5, 2021

U.S. Bank National Association,
as Paying Agent/Registrar and Tender Agent (the "*Beneficiary*")
2204 Lakeshore Drive, Suite 205
Homewood, Alabama 35209
Attention: Global Corporate Trust Services

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds (the "*Bonds*")

Ladies and Gentlemen:

At the request and for the account of the City of Austin, Texas (the "*City*"), pursuant to the Reimbursement Agreement between us (the "*Bank*") and the City dated as of October 1, 2021 (as amended, supplemented, restated or otherwise modified from time to time pursuant to its terms, the "*Reimbursement Agreement*"), we hereby establish this Irrevocable Letter of Credit (as amended, supplemented or otherwise modified from time to time pursuant to its terms, this "*Letter of Credit*") in your favor as Paying Agent/Registrar (the "*Paying Agent/Registrar*") and as Tender Agent (the "*Tender Agent*") under Ordinance No. 20080724-101 dated as of July 24, 2008, as supplemented by Ordinance No. 20110623-084, Ordinance No. 20131121-043, Ordinance No. 20200827-070 and Ordinance No. 20210826-___ (and as may be further amended, supplemented, modified or restated from time to time pursuant to its terms, collectively referred to herein as the "*2008 Ordinance*") and that certain Pricing Certificate dated August 7, 2008 (as amended, supplemented, modified or restated from time to time, the "*Pricing Certificate*" and, together with the 2008 Ordinance, collectively referred to herein as the "*Ordinance*"), for the benefit of the holders of the City's above-referenced Bonds in accordance with the following terms and conditions.

1. **Expiration.** This Letter of Credit automatically shall expire on the Termination Date. As used herein, "*Termination Date*" shall mean 5:00 p.m., New York City time on the earliest of:

(a) October 2, 2024 (as extended from time to time, the "*Stated Expiration Date*");

(b) the date which is one (1) Business Day (as defined in Paragraph 6) following the date on which we receive an appropriately completed certificate from the Paying Agent/Registrar in the form of Exhibit F hereto that (i) no Bonds (as defined in this Letter of Credit) remain Outstanding within the meaning of the Ordinance or (ii) all Drawings (as defined in Paragraph 6) required to be made under the Ordinance and available under this Letter of Credit have been made and honored;

(c) the earlier of the date (i) which is one (1) Business Day following the date on which all of the Bonds have been converted to a rate other than the Weekly Rate, as such date is specified in a certificate from the Paying Agent/Registrar in the form of Exhibit G hereto (the "*Conversion Date*") or (ii) on which we have honored a Drawing made in accordance with the terms of this Letter of Credit in connection with the conversion of the interest rate on the Bonds to a rate other than the Weekly Rate;

(d) the date on which an Alternate Credit Facility or Alternate Liquidity Facility (each as defined in the Ordinance) has been issued to replace this Letter of Credit pursuant to the Ordinance and (i) all Bonds have been remarketed and (ii) we have honored a Drawing made in accordance with the terms of this Letter of Credit in connection with such replacement, if applicable;

(e) the date on which a Stated Maturity Drawing (as defined in Paragraph 5) is honored by us; and

(f) the first to occur of (i) the date which is fifteen (15) calendar days after the date on which the Paying Agent/Registrar has received a written notice from the Bank (the "*Termination Event of Default Notice*") in the form of Exhibit J hereto or such other form as determined by the Bank in its sole discretion or (ii) the date, following receipt of such Termination Event of Default Notice, upon which the Paying Agent/Registrar has drawn upon this Letter of Credit the amount required thereby and as permitted under this Letter of Credit and the proceeds of the Drawing have been distributed to the Paying Agent/Registrar.

In the event the Stated Expiration Date shall not be a Business Day, then this Letter of Credit shall expire on the next succeeding Business Day. Prior to the Termination Date, we may extend the Stated Expiration Date from time to time at the request of the City by delivering to you an amendment to this Letter of Credit in the form of Exhibit L hereto designating the date to which the Stated Expiration Date is being extended. All references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such notice. Any date to which the Stated Expiration Date has been extended as herein provided may be extended in a like manner. Upon the Termination Date, this Letter of Credit shall automatically terminate.

2. **Available Amount.** The maximum aggregate amount available under this Letter of Credit shall be \$[32,770,359], which amount, as from time to time reduced and reinstated as provided in Paragraphs 3 and 4, is hereinafter referred to as the "*Available Amount*." Of the Available Amount, up to \$[32,345,000] is available for the payment of the unpaid principal amount of, or a portion of the Purchase Price (as defined below) corresponding to the principal

of the Bonds (the "*Principal Portion*") and up to \$[425,359] is available for the payment of the unpaid interest accrued, or the portion of the Purchase Price corresponding to interest accrued on, the Bonds (the "*Interest Portion*") for forty-eight (48) calendar days, calculated at a rate of ten percent (10%) per annum (the "*Cap Interest Rate*"), based on a year of 365 days. "*Purchase Price*" means, with respect to any Bond bearing interest at the Weekly Rate tendered or deemed tendered for purchase pursuant to Part 4.1(b), 4.3 or 4.5, as applicable, of Appendix A to the 2008 Ordinance (referred to herein as a "*Tendered Bond*") and not remarketed pursuant to the Ordinance prior to the Drawing hereunder (hereinafter referred to as an "*Eligible Bond*"), an amount equal to the principal amount of such Bond plus, with respect to any Bond tendered or deemed tendered for purchase, accrued but unpaid interest.

3. **Reductions in the Available Amount.** The Available Amount shall be reduced automatically from time to time as follows:

(a) Upon our honoring of an Interest Drawing (as defined in Paragraph 5) hereunder, the Available Amount shall be reduced by an amount equal to the amount of such Interest Drawing. Upon our honoring of a Liquidity Drawing (as defined in Paragraph 5) hereunder, the Available Amount shall be reduced by the Principal Portion of such Liquidity Drawing and an interest component computed at the Cap Interest Rate on the said Principal Portion.

(b) Upon our honoring a certificate of the Paying Agent/Registrar in the form of Exhibit C or Exhibit D or upon our honoring a certificate of the Paying Agent/Registrar in the form of Exhibit E, the Letter of Credit will automatically and permanently reduce the amount available to be drawn hereunder by the principal amount of the Bonds specified in such certificate and an interest component in the amount equal to 48 days' interest computed at the Cap Interest Rate on the said Principal Portion.

Upon such a reduction, we may require you to return the original of this Letter of Credit and to accept in substitution hereof a substitute Letter of Credit for an Available Amount reflecting such reduction, but otherwise identical in form and substance to this Letter of Credit.

4. **Reinstatement.**

(a) Reductions under Paragraph 3(a) with respect to any Liquidity Drawing in accordance with a draft and certificate in the form of Exhibit A hereto to pay the Purchase Price of Eligible Bonds tendered or deemed to have been tendered pursuant to Part 4.1(b) of Appendix A to the 2008 Ordinance (an "*Optional Tender*") shall be reinstated to the extent such Bonds are released by us pursuant to Section 2.3 of the Reimbursement Agreement as confirmed by us in a notice to you in the form of Exhibit K hereto. Any such reinstatement shall be in an amount equal to the principal amount of such released Bonds previously paid with proceeds of this Letter of Credit plus interest computed at the Cap Interest Rate on said principal amount. The amount of any Interest Drawing hereunder shall be automatically reinstated effective at 9:00 A.M., New York time, five (5) Business Days from the date such drawing is honored by us unless you receive notice from us in the form of Exhibit M hereto on the fourth (4th) Business Day after the date we honor such drawing.

(b) Reductions under Paragraph 3(b) shall not be subject to reinstatement. Reductions under Paragraph 3(a) with respect to any Drawing to pay the Purchase Price of Eligible Bonds tendered or deemed to have been tendered pursuant to Part 4.3 or 4.5 of Appendix A to the 2008 Ordinance (each, a "*Mandatory Tender*"), shall not be subject to reinstatement.

5. **Documents To Be Presented.** Funds under this Letter of Credit are available to you in the case of a demand for payment of (i) the Purchase Price of Eligible Bonds pursuant to a Mandatory Tender or an Optional Tender, against a draft and certificate signed by you in the form of Exhibit A hereto appropriately completed (referred to as a "*Liquidity Drawing*"), (ii) accrued interest on the Bonds, against a draft and certificate signed by you in the form of Exhibit B hereto appropriately completed (an "*Interest Drawing*"), (iii) the principal amount of and accrued interest on the Bonds in respect of any redemption (including a mandatory sinking fund redemption) of the Bonds (a "*Redemption Drawing*"), against a draft and certificate signed by you in the form of Exhibit C hereto appropriately completed and (iv) the principal of and interest on the Bonds maturing on November 15, 2029 (a "*Stated Maturity Drawing*"), against a draft and certificate signed by you in the form of Exhibit D hereto appropriately completed. Each draft and certificate to state therein that it is given by your duly authorized officer and dated the date such draft and certificate is presented hereunder.

6. **Method and Notice of Presentment.** The drafts and certificates referenced in Paragraph 5 (each a "*Drawing*"), and any other certificate or notice required or permitted to be provided to us hereunder, shall be in writing and dated the date of presentation and shall be delivered to us by facsimile on or after the date of this Letter of Credit during our business hours on a Business Day on or prior to the Stated Expiration Date at our office at UBS AG, acting through its Stamford Branch, Attention: Letter of Credit Services Facsimile No.: 212-821-6707, or at such other facsimile number as we may notify you in writing from time to time. You shall use your best efforts to give telephonic notice of a drawing to the Bank at: 212-821-6752 (i) prior to 4:00 P.M. on the Business Day preceding the day of such drawing (for all Drawings other than Liquidity Drawings) and (ii) prior to 11:00 A.M. on the Business Day of each Liquidity Drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so) or at any other office or offices or number or numbers which may be designated by the Bank by written notice delivered to the Paying Agent/Registrar. Any facsimile pursuant to which a drawing is made hereunder shall be immediately confirmed to us by telephone (telephone no.: 212-821-6752 (or any such other number as we shall inform you in writing). Presentations for each Drawing may be also presented via electronic message to our email addresses: LCS-ny@ubs.com; Agency-ubsamericas@ubs.com and OL-PF_FundingNotices@ubs.com. As used herein, "*Business Day*" shall mean any day other than (a) a Saturday or Sunday, (b) a day on which banks located in the cities in which the designated office of any of the Tender Agent (initially New York, New York, until such date as written notice has been given to the contrary), the Remarketing Agent (initially New York, New York, until such date as written notice has been given to the contrary), the Paying Agent/Registrar (initially, Homewood, Alabama, until such date as written notice has been given to the contrary), or the Bank (initially, New York, New York, until such date as written notice has been given to the contrary) is located are required or authorized by law or executive order to close, (c) a day on which the New York Stock Exchange is closed, or (d) a day on which the payment system of the Federal Reserve System is not operational.

7. Time and Method for Payment.

(a) If any such Drawing, other than a Liquidity Drawing, is made by you in strict conformity with the terms and conditions of this Letter of Credit, we will honor such Drawing, if such Drawing is received by us prior to **[4:00] P.M.**, not later than 12:00 p.m. on the following Business Day or such later date as you may specify in such Drawing. If any such Drawing, other than a Liquidity Drawing, is made by you in strict conformity with the terms and conditions of this Letter of Credit, we will honor such Drawing, if such Drawing is received by us at or after **[4:00] P.M.**, not later than 12:00 p.m. on the second following Business Day or such later date as you may specify in such Drawing. If a Liquidity Drawing is made by you in strict conformity with the terms and conditions of this Letter of Credit, we will honor the Drawing, if such Drawing is received by us at or prior to 11:00 A.M. on a Business Day, not later than 2:00 p.m. on such Business Day or such later date as you may specify in such Drawing. If a Liquidity Drawing is received by us on a day which is not a Business Day or is received after 11:00 A.M. on a Business Day, such Liquidity Drawing shall be deemed to have been received by us on the next Business Day, and we will honor such Liquidity Drawing by 2:00 p.m. on the Business Day on which the Drawing is deemed to have been received by us; provided in any case that the Business Day on which a Drawing is requested to be honored by us in accordance with the terms of this Paragraph 7 is on or prior to the Termination Date. All times referenced herein are as of New York City time.

(b) Unless otherwise agreed, payment under this Letter of Credit shall be made by Fedwire in immediately available funds to U.S. Bank National Association, **[ABA: 091000022, US Bank) BNF: US Bank (60 Livingston Ave St. Paul MN 55107), AC: 173103321191, Ref: S324591B Austin HOT Series 2008A]**. For the purposes of determining compliance with the times for payment specified in (a) above, payment shall be deemed to have been made by us when we have delivered appropriate wire transfer instructions to an appropriate Federal Reserve Bank. Such account may be changed only by presentation to the Bank of a letter in form satisfactory to the Bank specifying a different account with the Beneficiary and executed by the Beneficiary and authenticated to our satisfaction.

(c) All payments made by the Bank under this Letter of Credit shall be made with the Bank's own funds.

8. Other Documents in the Case of a Conversion or Substitution. You agree to provide to us a duly completed certificate (a) in the form of Exhibit G hereto upon the conversion of the interest rate on all of the Bonds to a rate other than the Weekly Rate and (b) in the form of Exhibit H hereto upon the substitution of an Alternate Credit Facility or Alternate Liquidity Facility for this Letter of Credit as set forth in Paragraph 1(d) hereof; and you agree that each such certificate shall be provided (x) on the same day as any Drawing is made upon this Letter of Credit in connection with the conversion or substitution, respectively, or (y) if no Drawing is made, on the effective date of such conversion or substitution, respectively.

9. Transferability. This Letter of Credit is transferable in its entirety, but not in part, to any transferee who has succeeded you as Paying Agent/Registrar and as Tender Agent under the Ordinance and may be successively transferred. Transfer of the drawing rights under this Letter of Credit to such transferee shall be effected by (a) your presentation to us of the

original of this Letter of Credit, including all amendments, if any, accompanied by a certificate in the form of Exhibit I hereto and (b) our transfer of this Letter of Credit (i) by endorsement on the original Letter of Credit or (ii) by issuance of a substitute Letter of Credit made out in favor of such transferee but otherwise identical in form and substance to this Letter of Credit. Transfers to designated foreign nationals and/or specifically designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations.

10. **Governing Law and Practices.** This Letter of Credit is issued subject to the International Standby Practices (1998), International Chamber of Commerce, Publication No. 590 (the “ISP 98”). This Letter of Credit shall be deemed made under the laws of the State of New York, including Article 5 of the Uniform Commercial Code, and as to matters not addressed by the ISP 98 shall be governed by and construed in accordance with the laws of the State of New York and applicable U.S. Federal law.

11. **Irrevocability.** This Letter of Credit shall be irrevocable.

12. **No Negotiation.** A Drawing under this Letter of Credit shall be presented directly to us by you or by any transferee who has succeeded you as Paying Agent/Registrar and as Tender Agent under the Ordinance and shall not be negotiated to or by any third party.

13. **Ineligible Bonds; Excluded Drawings.** Notwithstanding any other provision of this Letter of Credit, no Drawing under this Letter of Credit may be made (a) with respect to any Liquidity Provider Bond, any City Bond or any Bond bearing interest at a rate other than the Weekly Rate (each an “*Ineligible Bond*”), (b) with respect to the payment of any principal or interest (other than as set forth herein) or any premium in connection with the redemption, prepayment or purchase of Bonds, (c) with respect to any payment which (i) comprises any part of the Sale Price or (ii) constitutes or comprises any interest amount accruing on the Bonds or under the Reimbursement Agreement other than interest accruing on the Bonds at a Weekly Rate on and subject to the terms of Paragraph 2 hereof, and (d) from and after the Termination Date (any Drawing described in any of (a), (b), (c) or (d) of this paragraph 13 being referred to as an “*Excluded Drawing*”).

14. **Address for Communications.** Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referenced in Paragraph 6, specifically referring thereon to our Irrevocable Letter of Credit No. [LOC #]. At the time any such communications or Drawings are sent, copies of such communications or Drawings shall also be sent by facsimile to us at UBS AG, acting through its Stamford Branch, 1285 Avenue of the Americas, 8th Floor, New York, NY 10019, Attention: Letter of Credit Services NYC, Phone: (212) 821-6752, Fax: (212) 821-6707, Email: lcs-ny@ubs.com; Agency-UBSAmericas@ubs.com; OL-PF_FundingNotices@ubs.com; provided, however, that the failure to send such copies shall not affect our obligations hereunder. Communications with respect to the Paying Agent/Registrar or Tender Agent shall either be sent by first class registered or certified mail or express courier service, properly addressed and prepaid, or physically delivered to the address set forth on the first page of this Letter of Credit.

15. **Definitions.** All capitalized terms herein which are not defined have the same meaning given to them in the Ordinance and the Reimbursement Agreement.

16. **Complete Agreement.** This Letter of Credit, including Exhibits A through M hereto, sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and any such reference (including, without limitation, the use herein of terms defined in the Reimbursement Agreement) shall not modify, amend, amplify, limit or otherwise affect the terms of our undertaking or cause such documents or instruments to be deemed incorporated herein.

[remainder of page intentionally left blank]

We hereby agree with you to honor your Drawings presented in strict compliance with the terms and conditions of this Letter of Credit.

All parties to this Letter of Credit are advised that the U.S. Government has in place certain sanctions against certain countries, individuals, entities, and vessels. UBS AG entities, including branches and, in certain circumstances, subsidiaries, are/will be prohibited from engaging in transactions or other activities within the scope of applicable sanctions.

[SIGNATURE PAGE TO FOLLOW]

Very truly yours,

UBS AG, acting through its Stamford Branch

By _____

Name: _____

Title: _____

By _____

Name: _____

Title: _____

Acknowledged and agreed by:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

EXHIBIT A

DRAFT AND CERTIFICATE FOR PURCHASE DRAWING

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Paying Agent/Registrar and Tender Agent, that:

1. The Beneficiary is the Paying Agent/Registrar and Tender Agent under the Ordinance and is making this demand for payment of: the Purchase Price of Bonds tendered or deemed to have been tendered pursuant to:

- _____ (a) an Optional Tender in accordance with Part 4.1(b) of Appendix A to the 2008 Ordinance; or
- _____ (b) a Mandatory Tender in accordance with Part [4.3] [4.5] of Appendix A to the 2008 Ordinance; or

[check (a) or (b) as applicable].

2. (a) The portion of the Purchase Price corresponding to unpaid interest to have accrued, if any, on such Bonds to the date on which such Bonds are to be purchased (the "*Purchase Date*") equals \$_____.

(b) The portion of the Purchase Price corresponding to unpaid principal of such Bonds equals \$_____.

(c) The Purchase Price of such Bonds equals \$_____, the sum of (a) plus (b).

(d) The amount of moneys on deposit with the Tender Agent which are to be applied pursuant to Part 4.7(b) of Appendix A to the 2008 Ordinance to the payment of the Purchase Price prior to funds drawn under the Letter of Credit equals \$_____.

3. Demand is hereby made under the Letter of Credit for \$_____, which amount does not exceed (a) the amount in paragraph 2(c) less the amount in paragraph 2(d), (b) in the case of the portion of such Purchase Price corresponding to the interest on such Bonds, the

Interest Portion of the Available Amount, or (c) in the case of the portion of such Purchase Price corresponding to the principal of such Bonds, the Principal Portion of the Available Amount.

4. The amount demanded hereunder does not include any amount payable with respect to an Ineligible Bond or an Excluded Drawing as described in Paragraph 13 of the Letter of Credit.

5. The proceeds hereof shall be deposited in the applicable subaccount in the related Liquidity Facility Purchase Account (as defined in the Ordinance) and held for the sole benefit of the Bank until such proceeds are (a) used to purchase Bonds at the Purchase Price against delivery of such Bonds (or Bonds issued in lieu thereof) as prescribed in the Ordinance or (b) returned to the Bank.

6. (a) Payment of this demand for payment is requested on or before 2:00 p.m. on the later of (i) the Purchase Date (or if the Purchase Date is not a Business Day, the next succeeding Business Day) and (ii) the Business Day on which this Certificate is received or deemed to have been received by the Bank in accordance with Paragraph 7(a) of the Letter of Credit.

(b) Payment of this demand for payment shall be made in accordance with the payment instructions provided in Paragraph 7(b) of the Letter of Credit.

7. The amount of the draft set forth on this Certificate does not exceed the amount available on the date hereof to be drawn under the Letter of Credit in respect of the Purchase Price of Eligible Bonds, and was computed in accordance with the terms and conditions of the Bonds, the Ordinance and the Letter of Credit.

8. Upon payment of the amount drawn hereunder, the Bank is hereby directed to reduce the Available Amount by the sum of the portion of the Purchase Price corresponding to the principal of such Bonds and an amount equal to 48 days' interest thereon at a rate of interest equal to 10% per annum.

Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds Outstanding (to the extent such Bonds are not Ineligible Bonds), plus 48 days' interest thereon at a rate of interest equal to 10% per annum.

Drawn under UBS AG, acting through its Stamford Branch Irrevocable Letter of Credit No. [LOC #]: Pay the amount of [\$_____] in Purchase Price of the Bonds as certified above.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as
of the ____ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar and Tender Agent

By _____
Name _____
Title _____

EXHIBIT B

DRAFT AND CERTIFICATE FOR INTEREST DRAWING

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. The Beneficiary is entitled to make this Drawing in the amount of \$_____ under the Letter of Credit pursuant to the Ordinance with respect to the payment of interest due on all Bonds Outstanding on the Interest Payment Date (as defined in the Ordinance) occurring on [insert applicable date], other than Ineligible Bonds.
3. The amount of the drawing is equal to the amount required to be drawn by the Paying Agent/Registrar pursuant to Part 5.2(c) of Appendix A to the 2008 Ordinance.
4. The amount of the drawing made by this Certificate was computed in compliance with the terms of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.
5. Payment of this demand for payment shall be made in accordance with the payment instructions provided in Paragraph 7(b) of the Letter of Credit.

Drawn under UBS AG, acting through its Stamford Branch Irrevocable Letter of Credit No. [LOC #]: Pay the amount of [\$_____] in interest due on all Bonds Outstanding on the Interest Payment Date as certified above.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as
of the ____ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT C

DRAFT AND CERTIFICATE FOR REDEMPTION DRAWING

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. The Paying Agent/Registrar is entitled to make this drawing in the amount of \$_____ under the Letter of Credit pursuant to Part 5.2(c) of Appendix A to the 2008 Ordinance.
3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds to be redeemed by the City pursuant to Part [3.04(c)] [3.04(f)] of the Ordinance on [insert applicable date] (the "*Redemption Date*") other than Ineligible Bonds, *plus* (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Ordinance) to the Redemption Date, provided that in the event the Redemption Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:
 - (i) \$_____ is demanded in respect of the principal amount of the Bonds referred to in subparagraph (a) above; and
 - (ii) \$_____ is demanded in respect of accrued interest on such Bonds.
4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.
5. Upon payment of the amount drawn hereunder, the Bank is hereby directed to permanently reduce the Available Amount by \$[insert amount of reduction] and the Available Amount shall thereupon equal \$[insert new Available Amount]. The Available Amount has been

reduced by an amount equal to the principal of Bonds paid with this drawing and an amount equal to 48 days' interest thereon at a rate of interest equal to 10% per annum.

6. Of the amount of the reduction stated in paragraph 6 above:

(i) \$_____ is attributable to the principal amount of Bonds redeemed; and

(ii) \$_____ is attributable to interest on such Bonds (*i.e.*, 48 days' interest thereon at a rate of interest equal to 10% per annum).

7. The amount of the reduction in the Available Amount has been computed in accordance with the provisions of the Letter of Credit.

8. Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds Outstanding (to the extent such Bonds are not Ineligible Bonds), plus 48 days' interest thereon at a rate of interest equal to 10% per annum.

9. In the case of a redemption pursuant to Part 3.04(c) of the Ordinance, the Paying Agent/Registrar, prior to giving notice of redemption to the owners of the Bonds, received written evidence from the Bank that the Bank has consented to such redemption.

10. Payment of this demand for payment shall be made in accordance with the payment instructions provided in Paragraph 7(b) of the Letter of Credit.

Drawn under UBS AG, acting through its Stamford Branch Irrevocable Letter of Credit No. [LOC #]: Pay the amount of [\$_____] in principal amount of Bonds to be redeemed by the City pursuant to Part **[3.04(c)] [3.04(f)]** of the Ordinance *plus* interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Ordinance) to the Redemption Date, provided that in the event the Redemption Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ___ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT D

DRAFT AND CERTIFICATE FOR MATURITY DRAWING

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Beneficiary is the Paying Agent/Registrar under the Ordinance.
2. The Beneficiary is entitled to make this drawing in the amount of \$ _____ under the Letter of Credit pursuant to Part 5.2(c) of Appendix A to the 2008 Ordinance.
3. (a) The amount of this drawing is equal to the principal of and interest on the Bonds Outstanding on November 15, 2029, the maturity date thereof as specified in Part 3.02 of the Ordinance, other than Ineligible Bonds.

(b) Of the amount stated in paragraph 2 above:
 - (i) \$ _____ is demanded in respect of the principal portion of the Bonds referred to in subparagraph (a) above; and
 - (ii) \$ _____ is demanded in respect of payment of the interest portion of such Bonds.
4. The amount of this Drawing made by this Certificate was computed in compliance with the terms and conditions of the Ordinance and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount.
5. Payment of this demand for payment shall be made in accordance with the payment instructions provided in Paragraph 7(b) of the Letter of Credit.

Drawn under UBS AG, acting through its Stamford Branch Irrevocable Letter of Credit No. [LOC #]: Pay the amount of [\$ _____] in principal and interest of the Bonds due on the maturity date thereof as specified in Part 3.02 of the Ordinance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ____ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT E

CERTIFICATE REGARDING REDUCTION OF AVAILABLE AMOUNT

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Bonds in the aggregate principal amount of \$_____ were paid or deemed to have been paid pursuant to Section [_____] of the Ordinance on _____.

2. 48 days' interest at 10% per annum (based on a year of 365 days) on the principal amount of the Bonds referenced in paragraph 1 is \$_____.

3. Pursuant to the Letter of Credit, the Available Amount shall be reduced automatically by \$_____, such reduction to be allocated so that the Principal Portion and the Interest Portion of the Available Amount shall be reduced by the amounts stated in paragraphs 1 and 2, respectively, upon receipt by the Bank of this Certificate.

Following the reduction, the Available Amount shall be at least equal to the aggregate principal amount of the Bonds Outstanding (to the extent such Bonds are not Ineligible Bonds), plus 48 days' interest thereon at a rate of interest equal to 10% per annum.

IN WITNESS WHEREOF, the Paying Agent/Registrar has executed and delivered this Certificate as of the ___ day of _____, 20 __.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT F

TERMINATION CERTIFICATE—NO BONDS OUTSTANDING

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, as follows:

We hereby instruct you to terminate the Letter of Credit as **[(i) no Bonds remain Outstanding within the meaning of the Ordinance or (ii) all Drawings required to be made under the Ordinance and available under the Letter of Credit have been made and honored].**

There are no Liquidity Provider Bonds and all principal, interest, fees and other amounts owing under or in connection with the Liquidity Provider Bonds have been paid to the Bank as of the date hereof.

The original Letter of Credit, including all amendments, if any, is attached hereto and being surrendered to you herewith.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ____ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT G

TERMINATION CERTIFICATE—CONVERSION

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the "*Beneficiary*"), hereby certifies to UBS AG, acting through its Stamford Branch (the "*Bank*"), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, as follows:

In accordance with the terms of the Ordinance, we hereby confirm the termination of the Letter of Credit as all of the Bonds have been converted to a rate other than the Weekly Rate and **[any Tendered Bonds have been remarketed] [the Bank has honored any drawing made in accordance with the Letter of Credit in connection with the conversion of the interest rate on the Bonds].**

There are no Liquidity Provider Bonds and all principal, interest, fees and other amounts owing under or in connection with the Liquidity Provider Bonds have been paid to the Bank as of the date hereof.

The original Letter of Credit, including all amendments, if any, is attached hereto and being surrendered to you herewith.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ___ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT H

**TERMINATION CERTIFICATE— ALTERNATE CREDIT FACILITY OR
ALTERNATE LIQUIDITY FACILITY**

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

The undersigned, a duly authorized officer of [PAYING AGENT/REGISTRAR] (the “*Beneficiary*”), hereby certifies to UBS AG, acting through its Stamford Branch (the “*Bank*”), with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the “*Letter of Credit*”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, as follows:

In accordance with the terms of the Ordinance, we hereby confirm the termination of the Letter of Credit for the reason that an Alternate Credit Facility or an Alternate Liquidity Facility has become effective under the Ordinance in substitution for the Letter of Credit and **[any Tendered Bonds have been remarked] [the Bank has honored any Drawing made in accordance with the Letter of Credit in connection with the substitution].**

There are no Liquidity Provider Bonds and all principal and interest owing under or in connection with the Liquidity Provider Bonds have been paid to the Bank as of the date hereof.

The original Letter of Credit, including all amendments, if any, is attached hereto and being surrendered to you herewith.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ___ day of _____, 20__.

[PAYING AGENT/REGISTRAR], as Paying
Agent/Registrar

By _____
Name _____
Title _____

EXHIBIT I
NOTICE OF TRANSFER

[DATE]

UBS AG, acting through its Stamford Branch
1285 Avenue of the Americas, 8th Floor
New York, NY 10019
Attention: Letter of Credit Services NYC
Phone: (212) 821-675
Fax: (212) 821-6707
Email: lcs-ny@ubs.com; Agency-UBSAmericas@ubs.com; OL-PF_FundingNotices@ubs.com

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety. Any capitalized term used herein and not defined shall have its respective meaning as set forth in Letter of Credit No. [LOC #] issued by you in connection with the above-referenced Bonds.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

By its signature below the undersigned transferee acknowledges that it has duly succeeded as Paying Agent/Registrar and as Tender Agent under the Ordinance.

The original Letter of Credit, including all amendments, if any, is returned herewith and we ask you to notify the transferee in such form as you deem advisable of this transfer and of the terms and conditions of the Letter of Credit.

Yours very truly,

SIGNATURE AUTHENTICATED:

[PAYING AGENT/REGISTRAR]

(Authorized Signature)

By _____
Name _____
Title _____

ACKNOWLEDGED:

[TRANSFeree]

By _____
Name _____
Title _____

EXHIBIT J
TERMINATION EVENT OF DEFAULT NOTICE

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

The undersigned, a duly authorized officer of UBS AG, acting through its Stamford Branch (the "*Bank*"), hereby gives notice to [PAYING AGENT/REGISTRAR] (the "*Beneficiary*") with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

The Bank hereby gives notice, pursuant to Section 7.2(b) of the Reimbursement Agreement, to the Paying Agent/Registrar that an Event of Default has occurred and is continuing under the Reimbursement Agreement, and that in accordance with the terms of the Letter of Credit, the Letter of Credit shall automatically terminate on the Termination Date, which in the case of this Termination Event of Default Notice shall be the first to occur of (a) the date which is fifteen (15) calendar days after the date on which the Paying Agent/Registrar has received this Termination Event of Default Notice, or (b) the date, following receipt of this Termination Event of Default Notice, upon which the Paying Agent/Registrar has drawn upon the Letter of Credit the amount required thereby and as permitted under the Letter of Credit and the proceeds of the Drawing have been distributed to the Paying Agent/Registrar.

Pursuant to Section 7.2(b) of the Reimbursement Agreement, the Paying Agent/Registrar is directed to draw on the Letter of Credit up to the Available Amount to effect a mandatory purchase of all Tendered Bonds pursuant to Part 4.5(b) of Appendix A to the 2008 Ordinance.

IN WITNESS WHEREOF, the Bank has executed and delivered this Termination Event of Default Notice as of the ____ day of _____, 20__.

UBS AG, ACTING THROUGH ITS
STAMFORD BRANCH

By _____
Name _____
Title _____

By _____
Name _____
Title _____

EXHIBIT K

NOTICE OF RESTORATION

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

The undersigned, a duly authorized officer of UBS AG, acting through its Stamford Branch (the "*Bank*"), hereby gives notice to [PAYING AGENT/REGISTRAR] (the "*Beneficiary*") with reference to Irrevocable Letter of Credit No. [LOC #] (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

The Bank hereby gives notice to the Beneficiary pursuant to the terms of the Letter of Credit that, following a Liquidity Drawing to pay the purchase price of Eligible Bonds, the City has repaid such Drawing in full to us, in the aggregate amount of \$ _____ (_____ Dollars), of which (a) an aggregate amount of \$ _____ (_____ Dollars) is being repaid with respect to principal of such Eligible Bonds and (b) an aggregate amount of \$[_____] (_____ Dollars) is being repaid with respect to interest on the Eligible Bonds. The amount being hereby restored to the amount of principal and interest, respectively, available to be drawn hereunder is equal to the sum of the principal of such Eligible Bonds repaid by the City and an interest component computed at the Cap Interest Rate on said principal of such Eligible Bonds.

IN WITNESS WHEREOF, the Bank has executed and delivered this Notice as of the ____ day of _____, 20__.

UBS AG, ACTING THROUGH ITS
STAMFORD BRANCH

By _____
Name _____
Title _____

By _____
Name _____
Title _____

EXHIBIT L
NOTICE OF EXTENSION

[DATE]

U.S. Bank National Association,
as Paying Agent/Registrar and Tender Agent
2204 Lakeshore Drive, Suite 205
Homewood, Alabama 35209
Attention: Global Corporate Trust Services

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

Ladies and Gentlemen:

The undersigned, a duly authorized officer of UBS AG, acting through its Stamford Branch (the "*Bank*"), hereby advises you, with respect to the above-referenced Irrevocable Letter of Credit (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in your favor, that:

1. At the request and for the account of the City, we hereby extend the date referenced in paragraph 1(a) of the Letter of Credit (as such date may have been extended previously from time to time) to _____.
2. Except as specifically provided in paragraph 1 above, all of the terms and conditions of the Letter of Credit remain unchanged and in full force and effect.
3. This Notice of Extension is an integral part of the Letter of Credit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Extension as of the ____ day of _____, ____.

UBS AG, ACTING THROUGH ITS
STAMFORD BRANCH

By _____
Name _____
Title _____

By _____
Name _____
Title _____

EXHIBIT M

NOTICE OF NONREINSTATEMENT

[DATE]

U.S. Bank National Association,
as Paying Agent/Registrar and Tender Agent
2204 Lakeshore Drive, Suite 205
Homewood, Alabama 35209
Attention: Global Corporate Trust Services

City of Austin, Texas
Hotel Occupancy Tax
Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008
Subseries 2008A Bonds

Irrevocable Letter of Credit No. [LOC #]

Ladies and Gentlemen:

The undersigned, a duly authorized officer of UBS AG, acting through its Stamford Branch (the "*Bank*"), hereby advises you, with respect to the above-referenced Irrevocable Letter of Credit (as amended, supplemented or otherwise modified from time to time pursuant to its terms, the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in your favor, that an Event of Default has occurred under that certain Reimbursement Agreement dated as of September 1, 2021, between the City and the Bank, and as a result thereof, the Available Amount of the Letter of Credit will not be reinstated pursuant to its terms and the Bonds are to be called for mandatory tender pursuant to Part 4.5(b) of Appendix A to the 2008 Ordinance, as directed by the Bank in Exhibit J to the Letter of Credit being delivered to you simultaneously herewith.

UBS AG, ACTING THROUGH ITS
STAMFORD BRANCH

By _____
Name _____
Title _____

By _____
Name _____
Title _____

EXHIBIT B

[Fee Letter]

FEE AGREEMENT
DATED OCTOBER 5, 2021

Reference is hereby made to (i) the Reimbursement Agreement dated as of October 1, 2021 (as amended, supplemented, modified or restated from time to time, the "*Reimbursement Agreement*"), between the CITY OF AUSTIN, TEXAS (the "*City*") and UBS AG, ACTING THROUGH ITS STAMFORD BRANCH (the "*Bank*"), relating to the City of Austin, Texas, Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, Subseries 2008A (the "*Bonds*") and (ii) the Irrevocable Transferable Letter of Credit dated the Closing Date (as amended, supplemented, modified or restated from time to time, the "*Letter of Credit*"), issued by the Bank pursuant to the Reimbursement Agreement, supporting the Bonds. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Reimbursement Agreement.

The purpose of this Fee Agreement is to confirm the agreement between the Bank and the City with respect to the Facility Fees (as defined below) and certain other fees and expenses payable by the City to the Bank. This Fee Agreement is the Fee Agreement referenced in the Reimbursement Agreement, and the terms hereof are incorporated by reference into the Reimbursement Agreement. This Fee Agreement and the Reimbursement Agreement are to be construed as one agreement between the City and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Reimbursement Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Facility Fees. The City agrees to pay to the Bank on January 4, 2022, for the period commencing on the Closing Date, and ending on January 4, 2022, and in arrears on the first Business Day of each April, July, October and January occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable facility fee (the "*Facility Fees*") with respect to the Gross Available Amount for each day in the related fee period, in an amount equal to the product of the applicable rate per annum for each such day during the related period corresponding to the Rating set forth in the applicable Level in the pricing matrix below (the "*Facility Fee Rate*") and the Gross Available Amount for each such day during the related period:

LEVEL	MOODY'S RATING	FITCH RATING	S&P RATING	FACILITY FEE RATE
Level 1	Aa3 or above	AA- or above	AA- or above	0.29%
Level 2	A1	A+	A+	0.44%
Level 3	A2	A	A	0.59%
Level 4	A3	A-	A-	0.74%
Level 5	Baa1	BBB+	BBB+	0.94%

The term “*Rating*” as used above shall mean the long-term unenhanced rating assigned to the Parity Bonds by Moody’s, Fitch and S&P (in each case to the extent such Rating Agency is then providing such a rating). In the event of a split rating (*i.e.*, one of the foregoing Rating Agencies’ rating is at a different Level than the rating of either of the other Rating Agencies), the Facility Fee Rate shall be based upon the Level in which the lowest rating appears (for the avoidance of doubt, Level 5 is the lowest Level, and Level 1 is the highest Level for purposes of the above pricing grid). In the event that (i) a Rating is withdrawn, suspended or otherwise unavailable for credit-related reasons from Moody’s, Fitch or S&P or reduced below “BBB+” (or its equivalent) by S&P, “BBB+” (or its equivalent) by Fitch or “Baa1” (or its equivalent) by Moody’s (in each case to the extent such Rating Agency is then providing such a rating) or (ii) upon the occurrence and during the continuance of an Event of Default, in each such case, the Facility Fee Rate shall immediately, automatically and without notice equal 3.00%. The City and the Bank agree that as of the Closing Date the Facility Fee Rate is that specified above for Level 1. Any change in the Facility Fee Rate resulting from an Event of Default or change, withdrawal, suspension or unavailability of a rating for credit-related reasons shall be and become effective as of and on the date of the Event of Default or the announcement of such change, withdrawal, suspension or unavailability of such rating, as applicable. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the long-term unenhanced debt rating assigned to any Parity Bonds in connection with the adoption of a “global” rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. All Facility Fees shall be payable quarterly in arrears as described in the first sentence of this section, together with interest on the Facility Fees from the date payment is due until payment in full at the Default Rate, such interest to be payable on demand. Such Facility Fees and interest thereon, if any, shall be payable in immediately available funds and computed on the basis of a year of 360 days and the actual number of days elapsed.

Section 1.2. Draw Fee. The City shall pay to the Bank in connection with each and every Drawing under the Letter of Credit, a nonrefundable draw fee of \$250 per Drawing, payable without any requirement of notice or demand by the Bank on the day on which such Drawing is honored by the Bank under the Letter of Credit.

Section 1.3. Amendment, Consent or Waiver Fees; Extension Fees. The City hereby agrees to pay to the Bank (i) on the date of any amendment to the Reimbursement Agreement, the Letter of Credit or this Fee Agreement or (ii) the date on which the Bank is required to execute a consent or waiver in connection with any amendment to any Related Document (other than the Reimbursement Agreement, the Letter of Credit or this Fee Agreement), a non-refundable amendment, waiver or consent fee, as applicable, of \$3,500, or such other amendment, waiver or consent fee, as applicable, as agreed to by the City and the Bank, plus the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Transfer Fee. The City hereby agrees to pay to the Bank on the date of each transfer of the Letter of Credit to a successor beneficiary a non-refundable fee in an amount equal to \$3,500, plus, in each case the reasonable legal fees and expenses of counsel to the Bank.

Section 1.5. Termination Fee; Reduction Fee. (a) Notwithstanding anything set forth herein or in the Reimbursement Agreement to the contrary, the City agrees not to terminate or replace, or cause the termination or replacement of, the Letter of Credit and the Reimbursement Agreement prior to April 5, 2022, except upon (i) the payment by the City to the Bank of a termination fee (the "*Termination Fee*") in an amount equal to the product of (1) the Facility Fee Rate on the date of such termination, (2) the Gross Available Amount on the date of such termination, and (3) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including April 5, 2022, and the denominator of which is 360 and (ii) compliance with the provisions of Section 2.7 of the Reimbursement Agreement; *provided, however*, that no Termination Fee shall become payable if the Letter of Credit and the Reimbursement Agreement are terminated or replaced as a result of (A) the withdrawal, suspension or reduction of the Bank's senior unsecured short-term ratings to or below "*P-2*" (or its equivalent), "*F2*" (or its equivalent) or "*A-2*" (or its equivalent) by any two of Moody's, Fitch and S&P (*provided*, that for the avoidance of doubt, the ratings referenced in this clause (A) shall mean those ratings assigned to UBS AG, acting through its Stamford Branch, and not ratings assigned to the Bank's parent or holding company or any other affiliate of the Bank), (B) the Bank giving notice to the City pursuant to Section 3.2 of the Reimbursement Agreement with respect to increased costs, increased capital or a reduction in the rate of return and requesting that the City pay any such amounts or (C) the rate of interest on all of the Bonds being converted to a fixed rate to maturity or all of the Bonds being refinanced to a fixed rate to maturity, in each case, in a manner which does not involve the purchase of the Bonds, or the provision of a letter of credit, a liquidity facility or another form of liquidity or credit support for the Bonds, by a bank, financial institution or other third party.

(b) Notwithstanding anything set forth herein or in the Reimbursement Agreement to the contrary, the City agrees not to permanently reduce the Gross Available Amount of the Letter of Credit prior to April 5, 2022, without the payment by the City to the Bank of a reduction fee (the "*Reduction Fee*") in connection with each and every permanent reduction of the Gross Available Amount in an amount equal to the product of (A) the Facility Fee Rate in effect on the date of such reduction, (B) the difference between the Gross Available Amount prior to such reduction and the Gross Available Amount after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including April 5, 2022, and the denominator of which is 360; *provided, however*, that no

Reduction Fee shall become payable if the Gross Available Amount is permanently reduced as a result of (A) the withdrawal, suspension or reduction of the Bank's senior unsecured short-term ratings to or below "P-2" (or its equivalent), "F2" (or its equivalent) or "A-2" (or its equivalent) by any two of Moody's, Fitch and S&P (*provided*, that for the avoidance of doubt, the ratings referenced in this clause (A) shall mean those ratings assigned to UBS AG, acting through its Stamford Branch, and not ratings assigned to the Bank's parent or holding company or any other affiliate of the Bank), (B) the Bank giving notice to the City pursuant to Section 3.2 of the Reimbursement Agreement with respect to increased costs, increased capital or a reduction in the rate of return and requesting that the City pay any such amounts or (C) the redemption of the Bonds pursuant to the mandatory sinking fund requirements set forth in the Ordinance and the Pricing Certificate.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the City and the Bank.

Section 2.2. Legal Fees. The City shall pay the reasonable legal fees and expenses of the Bank incurred in connection with the preparation and negotiation of the Reimbursement Agreement, the Letter of Credit, this Fee Agreement and certain other Related Documents in an amount not to exceed \$45,000 for domestic counsel in the aggregate and \$7,270 for foreign counsel (in each case plus disbursements). Legal fees shall be paid directly to the Bank's domestic counsel, Chapman and Cutler LLP, in accordance with the instructions provided by Chapman and Cutler LLP, and to the Bank with respect to the Bank's foreign counsel, Homburger AG, in accordance with the instructions provided by the Bank.

Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, PROVIDED, HOWEVER, THAT THE RIGHTS, DUTIES AND OBLIGATIONS OF THE BANK UNDER THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

Section 2.4. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument; and any of the parties hereto may execute this Fee Agreement by signing such counterpart. This Fee Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by email with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

Section 2.5. Severability. Any provision of this Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. Confidentiality. The City shall not disclose, directly or indirectly, this Fee Agreement or any of its terms to any other Person except (a) to officers, directors, employees, accountants, attorneys, agents and advisors of the City who are directly involved in the consideration of this matter and the financial advisor to the City on a confidential and need-to-know basis, (b) under compulsion of law (whether by interrogatory, subpoena, civil investigative demand or otherwise), (c) by order of any court or governmental or regulatory body, including any request for disclosure from the State Legislature or any committee thereof, or (d) to the extent that such terms are disclosed in the transcript of proceedings filed with the Attorney General in connection with the Attorney General's approval of the Reimbursement Agreement. The Bank acknowledges that this Fee Agreement is being approved by the City and filed with the Attorney General of the State and as such will be publicly available upon request on the Closing Date.

Section 2.7. No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to any Remarketing Agent or any other Person or for posting on the Electronic Municipal Market Access website as provided by the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

Section 2.8. Representation by Legal Counsel; Joint Preparation. The parties hereto have participated jointly in the negotiation and drafting of this Fee Agreement, and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Fee Agreement. In the event an ambiguity or question of intent or interpretation arises, this Fee Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Fee Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF AUSTIN, TEXAS

By: _____

Name: Ed Van Eenoo

Title: Chief Financial Officer

UBS AG, ACTING THROUGH ITS STAMFORD
BRANCH

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C

[Protocols]

Amendments to the 2006 ISDA Definitions to include new IBOR fallbacks

Supplement number 70 to the 2006 ISDA Definitions

Final on October 23, 2020 and published and effective on January 25, 2021

GBP LIBOR

GBP-LIBOR-BBA

Section 7.1 Rate Options.

Section 7.1(w)(i) (“GBP-LIBOR-BBA”) is amended by deleting it in its entirety and restating as follows:

- “(i) “GBP-LIBOR-BBA” means that the rate for a Reset Date will be Sterling LIBOR for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Sterling LIBOR benchmark administrator in the Sterling LIBOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to Sterling LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Sterling LIBOR, if any, as specified by the Sterling LIBOR benchmark administrator in the Sterling LIBOR benchmark methodology), on that Reset Date, Sterling LIBOR for a period of the Designated Maturity in respect of such day has not been published on the Reuters Screen LIBOR01 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Sterling LIBOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of Sterling LIBOR and published by an authorized distributor or by the administrator of Sterling LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Sterling LIBOR), on that Reset Date, neither the administrator of Sterling LIBOR nor an authorized distributor has provided or published Sterling LIBOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Sterling LIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising Sterling LIBOR or the administrator of Sterling LIBOR,

in each case, during the period of non-publication of Sterling LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Sterling LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Sterling LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Sterling LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to GBP-LIBOR-BBA were references to Fallback Rate (SONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original GBP Fixing Date, as most recently provided or published as at 11:30 a.m., London time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., London time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (SONIA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original GBP Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) will be the Sterling Overnight Index Average (“**SONIA**”) rate administered by the Bank of England (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of “Fallback Rate (SONIA)” after making such adjustments to SONIA as are necessary to account for any difference in term structure or tenor of SONIA by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SONIA

If neither the administrator nor authorized distributors provide or publish SONIA and a Fallback Index Cessation Effective Date with respect to SONIA has not occurred, then, in respect of any day for which SONIA is required, references to SONIA will be deemed to be references to the last provided or published SONIA.

Fallback Index Cessation Effective Date with respect to SONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SONIA) and SONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to SONIA) will be the GBP Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of “Fallback Rate (SONIA)” after making such adjustments to the GBP Recommended Rate as are necessary to account for any difference in term structure or tenor of the GBP Recommended Rate by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to GBP Recommended Rate

If there is a GBP Recommended Rate before the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to SONIA) but neither the administrator nor authorized distributors provide or publish the GBP Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the GBP Recommended Rate is required, references to the GBP Recommended Rate will be deemed to be references to the last provided or published GBP Recommended Rate.

No GBP Recommended Rate or Fallback Index Cessation Effective Date with respect to GBP Recommended Rate

If:

- (A) there is no GBP Recommended Rate before the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to SONIA); or
- (B) there is a GBP Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to SONIA) or the Fallback Index Cessation Effective Date with respect to the GBP Recommended Rate (as applicable) will be the UK Bank Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of “Fallback Rate (SONIA)” after making such adjustments to the UK Bank Rate as are necessary to account for any difference in term structure or tenor of the UK Bank Rate by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

UK Bank Rate

In respect of any day for which the UK Bank Rate is required, references to the UK Bank Rate will be deemed to be references to the last provided or published UK Bank Rate as at close of business in London on that day.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and

references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (SONIA) Screen.

Definitions

For these purposes:

“**Original GBP Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**Sterling LIBOR**” means the Sterling wholesale funding rate known as Sterling LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (SONIA)**” means the term adjusted SONIA rate plus the spread relating to Sterling LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SONIA and the spread, on the Fallback Rate (SONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (SONIA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Sterling LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“**GBP Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SONIA by (A) the administrator of SONIA if the administrator of SONIA is a national central bank, or (B) if the national central bank administrator of SONIA does not make a recommendation or the administrator of SONIA is not a national central bank, a committee designated for this purpose by one or both of the Financial Conduct Authority (or any successor thereto) and the Bank of England and as provided by the then administrator of that rate (or a successor administrator) or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor; and

“**UK Bank Rate**” means the official bank rate as determined by the Monetary Policy Committee of the Bank of England and published by the Bank of England from time to time.”.

GBP-LIBOR-BBA-Bloomberg

Section 7.1 Rate Options.

Section 7.1(w)(ii) (“GBP-LIBOR-BBA-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(ii) “GBP-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be Sterling LIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM UK Page under the heading “LIBOR” at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Sterling LIBOR benchmark administrator in the Sterling LIBOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to Sterling LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Sterling LIBOR, if any, as specified by the Sterling LIBOR benchmark administrator in the Sterling LIBOR benchmark methodology), on that Reset Date, Sterling LIBOR for a period of the Designated Maturity in respect of such day has not been published on the Bloomberg Screen BTMM UK Page under the heading “LIBOR” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Sterling LIBOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of Sterling LIBOR and published by an authorized distributor or by the administrator of Sterling LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Sterling LIBOR), on that Reset Date, neither the administrator of Sterling LIBOR nor an authorized distributor has provided or published Sterling LIBOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Sterling LIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising Sterling LIBOR or the administrator of Sterling LIBOR,

in each case, during the period of non-publication of Sterling LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Sterling LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Sterling LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Sterling LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to GBP-LIBOR-BBA-Bloomberg were references to Fallback Rate (SONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original GBP Fixing Date, as most recently provided or published as at 11:30 a.m., London time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or

appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SONIA) for that 'Original IBOR Rate Record Day' at, or prior to, 11:30 a.m., London time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (SONIA) as most recently provided or published at that time for the most recent 'Original IBOR Rate Record Day', notwithstanding that such day does not correspond to the Original GBP Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) will be the Sterling Overnight Index Average ("SONIA") rate administered by the Bank of England (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of "Fallback Rate (SONIA)" after making such adjustments to SONIA as are necessary to account for any difference in term structure or tenor of SONIA by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SONIA

If neither the administrator nor authorized distributors provide or publish SONIA and a Fallback Index Cessation Effective Date with respect to SONIA has not occurred, then, in respect of any day for which SONIA is required, references to SONIA will be deemed to be references to the last provided or published SONIA.

Fallback Index Cessation Effective Date with respect to SONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SONIA) and SONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to SONIA) will be the GBP Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of "Fallback Rate (SONIA)" after making such adjustments to the GBP Recommended Rate as are necessary to account for any difference in term structure or tenor of the GBP Recommended Rate by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to GBP Recommended Rate

If there is a GBP Recommended Rate before the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to SONIA) but neither the administrator nor authorized distributors provide or publish the GBP Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the GBP Recommended Rate is required, references to the GBP

Recommended Rate will be deemed to be references to the last provided or published GBP Recommended Rate.

No GBP Recommended Rate or Fallback Index Cessation Effective Date with respect to GBP Recommended Rate

If:

- (A) there is no GBP Recommended Rate before the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the end of the first London Banking Day following the Fallback Index Cessation Effective Date with respect to SONIA); or
- (B) there is a GBP Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to SONIA) or the Fallback Index Cessation Effective Date with respect to the GBP Recommended Rate (as applicable) will be the UK Bank Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SONIA), referred to in the definition of “Fallback Rate (SONIA)” after making such adjustments to the UK Bank Rate as are necessary to account for any difference in term structure or tenor of the UK Bank Rate by comparison to Fallback Rate (SONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

UK Bank Rate

In respect of any day for which the UK Bank Rate is required, references to the UK Bank Rate will be deemed to be references to the last provided or published UK Bank Rate as at close of business in London on that day.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (SONIA) Screen.

Definitions

For these purposes:

“**Original GBP Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“Sterling LIBOR” means the Sterling wholesale funding rate known as Sterling LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (SONIA)” means the term adjusted SONIA rate plus the spread relating to Sterling LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SONIA and the spread, on the Fallback Rate (SONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (SONIA) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Sterling LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“GBP Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SONIA by (A) the administrator of SONIA if the administrator of SONIA is a national central bank, or (B) if the national central bank administrator of SONIA does not make a recommendation or the administrator of SONIA is not a national central bank, a committee designated for this purpose by one or both of the Financial Conduct Authority (or any successor thereto) and the Bank of England and as provided by the then administrator of that rate (or a successor administrator) or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor; and

“UK Bank Rate” means the official bank rate as determined by the Monetary Policy Committee of the Bank of England and published by the Bank of England from time to time.”.

CHF LIBOR

CHF-LIBOR-BBA

Section 7.1 Rate Options.

Section 7.1(y)(i) (“CHF-LIBOR-BBA”) is amended by deleting it in its entirety and restating as follows:

- “(i) “CHF-LIBOR-BBA” means that the rate for a Reset Date will be Swiss Franc LIBOR for a period of the Designated Maturity which appears on the Reuters Screen LIBOR02 Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Swiss Franc LIBOR benchmark administrator in the Swiss Franc LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Swiss Franc LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Swiss Franc LIBOR, if any, as specified by the Swiss Franc LIBOR benchmark administrator in the Swiss Franc LIBOR benchmark methodology), on that Reset Date, Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date has not been published on the Reuters Screen LIBOR02 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date, as provided by the administrator of Swiss Franc LIBOR and published by an authorized distributor or by the administrator of Swiss Franc LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Swiss Franc LIBOR), on that Reset Date, neither the administrator of Swiss Franc LIBOR nor an authorized distributor has provided or published Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Swiss Franc LIBOR; or
- (B) a rate formally recommended for use by a competent authority which is responsible for supervising Swiss Franc LIBOR or the administrator of Swiss Franc LIBOR,

in each case, during the period of non-publication of Swiss Franc LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Swiss Franc LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Swiss Franc LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Swiss Franc LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to CHF-LIBOR-BBA were references to Fallback Rate (SARON) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original CHF Fixing Date, as

most recently provided or published as at 8:30 p.m., Zurich time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SARON) for that ‘Original IBOR Rate Record Day’ at, or prior to, 8:30 p.m., Zurich time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) has not occurred, then the rate for the Reset Date will be Fallback Rate (SARON) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original CHF Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SARON), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) will be the Swiss Average Rate Overnight (“**SARON**”) administered by SIX Swiss Exchange AG (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to SARON as are necessary to account for any difference in term structure or tenor of SARON by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SARON

If neither the administrator nor authorized distributors provide or publish SARON and a Fallback Index Cessation Effective Date with respect to SARON has not occurred, then, in respect of any day for which SARON is required, references to SARON will be deemed to be references to the last provided or published SARON.

Fallback Index Cessation Effective Date with respect to SARON

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SARON) and SARON, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the Fallback Index Cessation Effective Date with respect to SARON) will be the NWG Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to the NWG Recommended Rate as are necessary to account for any difference in term structure or tenor of the NWG Recommended Rate by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

If there is no NWG Recommended Rate before the end of the first Zurich Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the end of the first Zurich Banking Day following the Fallback Index Cessation Effective Date with respect to SARON), then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the

Fallback Index Cessation Effective Date with respect to SARON), will be the Modified SNB Policy Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to the Modified SNB Policy Rate as are necessary to account for any difference in term structure or tenor of the Modified SNB Policy Rate by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to NWG Recommended Rate or Modified SNB Policy Rate

If neither the administrator nor authorized distributors provide or publish the NWG Recommended Rate or the Modified SNB Policy Rate (or the index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate), as applicable and a Fallback Index Cessation Effective Date with respect to that rate has not occurred, then, in respect of any day for which that rate is required, references to that rate will be deemed to be references to the last provided or published NWG Recommended Rate or Modified SNB Policy Rate (or the last provided or published index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate), as applicable.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SARON), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (SARON) Screen.

Definitions

For these purposes:

“**Original CHF Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

“**Swiss Franc LIBOR**” means the Swiss Franc wholesale funding rate known as Swiss Franc LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (SARON)**” means the term adjusted SARON plus the spread relating to Swiss Franc LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SARON and the spread, on the Fallback Rate (SARON) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (SARON) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Swiss Franc LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable,

accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“NWG Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SARON by any working group or committee in Switzerland organized in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for purposes of, among other things, considering proposals to reform reference interest rates in Switzerland, and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;

“Modified SNB Policy Rate” means a rate equal to the SNB Policy Rate plus the SNB Spread;

“SNB Policy Rate” means the policy rate of the Swiss National Bank; and

“SNB Spread” means the historical median between SARON and the SNB Policy Rate over an observation period of two years starting two years prior to the day on which the Fallback Index Cessation Event with respect to Fallback Rate (SARON) occurs (or, if later, two years prior to the day on which the first Fallback Index Cessation Event with respect to SARON occurs) and ending on the Zurich Banking Day immediately preceding the day on which the Fallback Index Cessation Event with respect to Fallback Rate (SARON) occurs (or, if later, the Zurich Banking Day immediately preceding the day on which the first Fallback Index Cessation Event with respect to SARON occurs), as determined by the Calculation Agent.”.

CHF-LIBOR-BBA-Bloomberg

Section 7.1 Rate Options.

Section 7.1(y)(ii) (“CHF-LIBOR-BBA-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(ii) “CHF-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be Swiss Franc LIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM SZ Page under the heading “LIBOR” at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Swiss Franc LIBOR benchmark administrator in the Swiss Franc LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Swiss Franc LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Swiss Franc LIBOR, if any, as specified by the Swiss Franc LIBOR benchmark administrator in the Swiss Franc LIBOR benchmark methodology), on that Reset Date, Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date has not been published on the Bloomberg Screen BTMM SZ Page under the heading “LIBOR” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date, as provided by the administrator of Swiss Franc LIBOR and published by an authorized distributor or by the administrator of Swiss Franc LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Swiss Franc LIBOR), on that Reset Date, neither the administrator of Swiss Franc LIBOR nor an authorized distributor has provided or published Swiss Franc LIBOR for a period of the Designated Maturity in respect of the Original CHF Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Swiss Franc LIBOR; or
- (B) a rate formally recommended for use by a competent authority which is responsible for supervising Swiss Franc LIBOR or the administrator of Swiss Franc LIBOR,

in each case, during the period of non-publication of Swiss Franc LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Swiss Franc LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Swiss Franc LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Swiss Franc LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to CHF-LIBOR-BBA-Bloomberg were references to Fallback Rate (SARON) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original CHF Fixing Date, as most recently provided or published as at 8:30 p.m., Zurich time on the

related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SARON) for that ‘Original IBOR Rate Record Day’ at, or prior to, 8:30 p.m., Zurich time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) has not occurred, then the rate for the Reset Date will be Fallback Rate (SARON) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original CHF Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SARON), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) will be the Swiss Average Rate Overnight (“**SARON**”) administered by SIX Swiss Exchange AG (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to SARON as are necessary to account for any difference in term structure or tenor of SARON by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SARON

If neither the administrator nor authorized distributors provide or publish SARON and a Fallback Index Cessation Effective Date with respect to SARON has not occurred, then, in respect of any day for which SARON is required, references to SARON will be deemed to be references to the last provided or published SARON.

Fallback Index Cessation Effective Date with respect to SARON

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SARON) and SARON, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the Fallback Index Cessation Effective Date with respect to SARON) will be the NWG Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to the NWG Recommended Rate as are necessary to account for any difference in term structure or tenor of the NWG Recommended Rate by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

If there is no NWG Recommended Rate before the end of the first Zurich Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the end of the first Zurich Banking Day following the Fallback Index Cessation Effective Date with respect to SARON), then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON) (or, if later, the Fallback Index Cessation Effective Date with respect to SARON), will be the Modified SNB

Policy Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SARON), referred to in the definition of “Fallback Rate (SARON)” after making such adjustments to the Modified SNB Policy Rate as are necessary to account for any difference in term structure or tenor of the Modified SNB Policy Rate by comparison to Fallback Rate (SARON) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to NWG Recommended Rate or Modified SNB Policy Rate

If neither the administrator nor authorized distributors provide or publish the NWG Recommended Rate or the Modified SNB Policy Rate (or the index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate), as applicable and a Fallback Index Cessation Effective Date with respect to that rate has not occurred, then, in respect of any day for which that rate is required, references to that rate will be deemed to be references to the last provided or published NWG Recommended Rate or Modified SNB Policy Rate (or the last provided or published index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate), as applicable.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SARON), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (SARON) Screen.

Definitions

For these purposes:

“Original CHF Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

“Swiss Franc LIBOR” means the Swiss Franc wholesale funding rate known as Swiss Franc LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (SARON)” means the term adjusted SARON plus the spread relating to Swiss Franc LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SARON and the spread, on the Fallback Rate (SARON) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (SARON) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Swiss Franc LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated

by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“**NWG Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SARON by any working group or committee in Switzerland organized in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for purposes of, among other things, considering proposals to reform reference interest rates in Switzerland, and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;

“**Modified SNB Policy Rate**” means a rate equal to the SNB Policy Rate plus the SNB Spread;

“**SNB Policy Rate**” means the policy rate of the Swiss National Bank; and

“**SNB Spread**” means the historical median between SARON and the SNB Policy Rate over an observation period of two years starting two years prior to the day on which the Fallback Index Cessation Event with respect to Fallback Rate (SARON) occurs (or, if later, two years prior to the day on which the first Fallback Index Cessation Event with respect to SARON occurs) and ending on the Zurich Banking Day immediately preceding the day on which the Fallback Index Cessation Event with respect to Fallback Rate (SARON) occurs (or, if later, the Zurich Banking Day immediately preceding the day on which the first Fallback Index Cessation Event with respect to SARON occurs), as determined by the Calculation Agent.”.

USD LIBOR

USD-LIBOR-BBA

Section 7.1 Rate Options.

Section 7.1(ab)(xxii) (“USD-LIBOR-BBA”) is amended by deleting it in its entirety and restating as follows:

“(xxii) “USD-LIBOR-BBA” means that the rate for a Reset Date will be U.S. Dollar LIBOR for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the U.S. Dollar LIBOR benchmark administrator in the U.S. Dollar LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to U.S. Dollar LIBOR

If, by 11:55 a.m., London time (or the amended publication time for U.S. Dollar LIBOR, if any, as specified by the U.S. Dollar LIBOR benchmark administrator in the U.S. Dollar LIBOR benchmark methodology), on that Reset Date, U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date has not been published on the Reuters Screen LIBOR01 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date, as provided by the administrator of U.S. Dollar LIBOR and published by an authorized distributor or by the administrator of U.S. Dollar LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for U.S. Dollar LIBOR), on that Reset Date, neither the administrator of U.S. Dollar LIBOR nor an authorized distributor has provided or published U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of U.S. Dollar LIBOR; or
- (B) a rate formally recommended for use by the Federal Reserve Board or the Federal Reserve Bank of New York or any other supervisor which is responsible for supervising U.S. Dollar LIBOR or the administrator of U.S. Dollar LIBOR,

in each case, during the period of non-publication of U.S. Dollar LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for U.S. Dollar LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing U.S. Dollar LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to U.S. Dollar LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to USD-LIBOR-BBA were references to Fallback Rate (SOFR) for the

‘Original IBOR Rate Record Day’ that corresponds to the Original USD Fixing Date, as most recently provided or published as at 10:30 a.m., New York City time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SOFR) for that ‘Original IBOR Rate Record Day’ at, or prior to, 10:30 a.m., New York City time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) has not occurred, then the rate for the Reset Date will be Fallback Rate (SOFR) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original USD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SOFR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) will be the Secured Overnight Financing Rate (“SOFR”) administered by the Federal Reserve Bank of New York (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of “Fallback Rate (SOFR)” after making such adjustments to SOFR as are necessary to account for any difference in term structure or tenor of SOFR by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SOFR

If neither the administrator nor authorized distributors provide or publish SOFR and a Fallback Index Cessation Effective Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR.

Fallback Index Cessation Effective Date with respect to SOFR

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SOFR) and SOFR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the Fallback Index Cessation Effective Date with respect to SOFR) will be the Fed Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of “Fallback Rate (SOFR)” after making such adjustments to the Fed Recommended Rate as are necessary to account for any difference in term structure or tenor of the Fed Recommended Rate by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to Fed Recommended Rate

If there is a Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to SOFR) but

neither the administrator nor authorized distributors provide or publish the Fed Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the Fed Recommended Rate is required, references to the Fed Recommended Rate will be deemed to be references to the last provided or published Fed Recommended Rate.

No Fed Recommended Rate or Fallback Index Cessation Effective Date with respect to Fed Recommended Rate

If:

- (A) there is no Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to SOFR); or
- (B) there is a Fed Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the Fallback Index Cessation Effective Date with respect to SOFR) or the Fallback Index Cessation Effective Date with respect to the Fed Recommended Rate (as applicable) will be the Overnight Bank Funding Rate, as provided by the Federal Reserve Bank of New York (or a successor administrator) on the New York Fed's Website ("OBFR") or, if OBFR is not provided by the Federal Reserve Bank of New York (or a successor administrator), published by an authorized distributor, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of "Fallback Rate (SOFR)" after making such adjustments to OBFR as are necessary to account for any difference in term structure or tenor of OBFR by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to OBFR

If neither the administrator nor authorized distributors provide or publish OBFR and a Fallback Index Cessation Effective Date with respect to OBFR has not occurred, then, in respect of any day for which OBFR is required, references to OBFR will be deemed to be references to the last provided or published OBFR.

Fallback Index Cessation Effective Date with respect to OBFR

If (A) there is no Fed Recommended Rate, or there is a Fed Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it, and (B) a Fallback Index Cessation Effective Date also occurs with respect to OBFR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to OBFR (or, if later, the Fallback Index Cessation Effective Date with respect to the Fed Recommended Rate, SOFR or Fallback Rate (SOFR), as applicable) will be the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-

term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c)) (the "**FOMC Target Rate**"), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of "Fallback Rate (SOFR)" after making such adjustments to the FOMC Target Rate as are necessary to account for any difference in term structure or tenor of the FOMC Target Rate by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to FOMC Target Rate

If neither the administrator nor authorized distributors provide or publish the FOMC Target Rate and a Fallback Index Cessation Effective Date with respect to the FOMC Target Rate has not occurred, then, in respect of any day for which the FOMC Target Rate is required, references to the FOMC Target Rate will be deemed to be references to the last provided or published FOMC Target Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SOFR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to "Business Days" will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an "Original IBOR Rate Record Day" are to that term as used on the Fallback Rate (SOFR) Screen.

Definitions

For these purposes:

"Original USD Fixing Date" means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

"U.S. Dollar LIBOR" means the U.S. Dollar wholesale funding rate known as U.S. Dollar LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

"Fallback Rate (SOFR)" means the term adjusted SOFR plus the spread relating to U.S. Dollar LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SOFR and the spread, on the Fallback Rate (SOFR) Screen (or by other means) or provided to, and published by, authorized distributors;

"Fallback Rate (SOFR) Screen" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for U.S. Dollar LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated

by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**Fed Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SOFR by the Federal Reserve Board or the Federal Reserve Bank of New York, or by a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York for the purpose of recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

USD-LIBOR-BBA-Bloomberg

Section 7.1 Rate Options.

Section 7.1(ab)(xxiii) (“USD-LIBOR-BBA-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

“(xxiii) “USD-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be U.S. Dollar LIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM Page under the heading “LIBOR FIX BBAM<GO>” at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the U.S. Dollar LIBOR benchmark administrator in the U.S. Dollar LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to U.S. Dollar LIBOR

If, by 11:55 a.m., London time (or the amended publication time for U.S. Dollar LIBOR, if any, as specified by the U.S. Dollar LIBOR benchmark administrator in the U.S. Dollar LIBOR benchmark methodology), on that Reset Date, U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date has not been published on the Bloomberg Screen BTMM Page under the heading “LIBOR FIX BBAM<GO>” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date, as provided by the administrator of U.S. Dollar LIBOR and published by an authorized distributor or by the administrator of U.S. Dollar LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for U.S. Dollar LIBOR), on that Reset Date, neither the administrator of U.S. Dollar LIBOR nor an authorized distributor has provided or published U.S. Dollar LIBOR for a period of the Designated Maturity in respect of the Original USD Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of U.S. Dollar LIBOR; or
- (B) a rate formally recommended for use by the Federal Reserve Board or the Federal Reserve Bank of New York or any other supervisor which is responsible for supervising U.S. Dollar LIBOR or the administrator of U.S. Dollar LIBOR,

in each case, during the period of non-publication of U.S. Dollar LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for U.S. Dollar LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing U.S. Dollar LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to U.S. Dollar LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to USD-LIBOR-BBA-Bloomberg were references to Fallback Rate (SOFR)

for the ‘Original IBOR Rate Record Day’ that corresponds to the Original USD Fixing Date, as most recently provided or published as at 10:30 a.m., New York City time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (SOFR) for that ‘Original IBOR Rate Record Day’ at, or prior to, 10:30 a.m., New York City time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) has not occurred, then the rate for the Reset Date will be Fallback Rate (SOFR) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original USD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SOFR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) will be the Secured Overnight Financing Rate (“SOFR”) administered by the Federal Reserve Bank of New York (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of “Fallback Rate (SOFR)” after making such adjustments to SOFR as are necessary to account for any difference in term structure or tenor of SOFR by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to SOFR

If neither the administrator nor authorized distributors provide or publish SOFR and a Fallback Index Cessation Effective Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR.

Fallback Index Cessation Effective Date with respect to SOFR

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (SOFR) and SOFR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the Fallback Index Cessation Effective Date with respect to SOFR) will be the Fed Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of “Fallback Rate (SOFR)” after making such adjustments to the Fed Recommended Rate as are necessary to account for any difference in term structure or tenor of the Fed Recommended Rate by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to Fed Recommended Rate

If there is a Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to SOFR) but

neither the administrator nor authorized distributors provide or publish the Fed Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the Fed Recommended Rate is required, references to the Fed Recommended Rate will be deemed to be references to the last provided or published Fed Recommended Rate.

No Fed Recommended Rate or Fallback Index Cessation Effective Date with respect to Fed Recommended Rate

If:

- (A) there is no Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the end of the first U.S. Government Securities Business Day following the Fallback Index Cessation Effective Date with respect to SOFR); or
- (B) there is a Fed Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR) (or, if later, the Fallback Index Cessation Effective Date with respect to SOFR) or the Fallback Index Cessation Effective Date with respect to the Fed Recommended Rate (as applicable) will be the Overnight Bank Funding Rate, as provided by the Federal Reserve Bank of New York (or a successor administrator) on the New York Fed's Website ("OBFR") or, if OBFR is not provided by the Federal Reserve Bank of New York (or a successor administrator), published by an authorized distributor, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of "Fallback Rate (SOFR)" after making such adjustments to OBFR as are necessary to account for any difference in term structure or tenor of OBFR by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to OBFR

If neither the administrator nor authorized distributors provide or publish OBFR and a Fallback Index Cessation Effective Date with respect to OBFR has not occurred, then, in respect of any day for which OBFR is required, references to OBFR will be deemed to be references to the last provided or published OBFR.

Fallback Index Cessation Effective Date with respect to OBFR

If (A) there is no Fed Recommended Rate, or there is a Fed Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it, and (B) a Fallback Index Cessation Effective Date also occurs with respect to OBFR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to OBFR (or, if later, the Fallback Index Cessation Effective Date with respect to the Fed Recommended Rate, SOFR or Fallback Rate (SOFR), as applicable) will be the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-

term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c)) (the "**FOMC Target Rate**"), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOFR), referred to in the definition of "Fallback Rate (SOFR)" after making such adjustments to the FOMC Target Rate as are necessary to account for any difference in term structure or tenor of the FOMC Target Rate by comparison to Fallback Rate (SOFR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to FOMC Target Rate

If neither the administrator nor authorized distributors provide or publish the FOMC Target Rate and a Fallback Index Cessation Effective Date with respect to the FOMC Target Rate has not occurred, then, in respect of any day for which the FOMC Target Rate is required, references to the FOMC Target Rate will be deemed to be references to the last provided or published FOMC Target Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (SOFR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to "Business Days" will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an "Original IBOR Rate Record Day" are to that term as used on the Fallback Rate (SOFR) Screen.

Definitions

For these purposes:

"Original USD Fixing Date" means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

"U.S. Dollar LIBOR" means the U.S. Dollar wholesale funding rate known as U.S. Dollar LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

"Fallback Rate (SOFR)" means the term adjusted SOFR plus the spread relating to U.S. Dollar LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted SOFR and the spread, on the Fallback Rate (SOFR) Screen (or by other means) or provided to, and published by, authorized distributors;

"Fallback Rate (SOFR) Screen" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for U.S. Dollar LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated

by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“Fed Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for SOFR by the Federal Reserve Board or the Federal Reserve Bank of New York, or by a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York for the purpose of recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

EUR LIBOR

EUR-LIBOR-BBA

Section 7.1 Rate Options.

Section 7.1(f)(v) (“EUR-LIBOR-BBA”) is amended by deleting it in its entirety and restating as follows:

- “(v) “EUR-LIBOR-BBA” means that the rate for a Reset Date will be Euro LIBOR for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Euro LIBOR benchmark administrator in the Euro LIBOR benchmark methodology), on the day that is two TARGET Settlement Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Euro LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Euro LIBOR, if any, as specified by the Euro LIBOR benchmark administrator in the Euro LIBOR benchmark methodology), on that Reset Date, Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date has not been published on the Reuters Screen LIBOR01 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date, as provided by the administrator of Euro LIBOR and published by an authorized distributor or by the administrator of Euro LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Euro LIBOR), on that Reset Date, neither the administrator of Euro LIBOR nor an authorized distributor has provided or published Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Euro LIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising Euro LIBOR or the administrator of Euro LIBOR,

in each case, during the period of non-publication of Euro LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Euro LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Euro LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Euro LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more TARGET Settlement Days after the Index Cessation Effective Date will be determined as if references to EUR-LIBOR-BBA were references to Fallback Rate (EuroSTR) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original EUR

Fixing Date, as most recently provided or published as at 11:30 a.m., Frankfurt time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (EuroSTR) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Frankfurt time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) has not occurred, then the rate for the Reset Date will be Fallback Rate (EuroSTR) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original EUR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) will be the Euro Short-Term Rate (“**EuroSTR**”) administered by the European Central Bank (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to EuroSTR as are necessary to account for any difference in term structure or tenor of EuroSTR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to EuroSTR

If neither the administrator nor authorized distributors provide or publish EuroSTR and a Fallback Index Cessation Effective Date with respect to EuroSTR has not occurred, then, in respect of any day for which EuroSTR is required, references to EuroSTR will be deemed to be references to the last provided or published EuroSTR.

Fallback Index Cessation Effective Date with respect to EuroSTR

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (EuroSTR) and EuroSTR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) will be the ECB Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to the ECB Recommended Rate as are necessary to account for any difference in term structure or tenor of the ECB Recommended Rate by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If there is an ECB Recommended Rate before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR) but neither the administrator nor authorized distributors provide or publish the ECB Recommended Rate and a Fallback Index

Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the ECB Recommended Rate is required, references to the ECB Recommended Rate will be deemed to be references to the last provided or published ECB Recommended Rate.

No ECB Recommended Rate or Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If:

- (A) no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR); or
- (B) a Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate subsequently occurs,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) or the Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate (as applicable) will be Modified EDFR, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to Modified EDFR as are necessary to account for any difference in term structure or tenor of Modified EDFR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to Modified EDFR

If neither the administrator nor authorized distributors provide or publish Modified EDFR (or the index, benchmark or other price source that is referred to in the definition of Modified EDFR) and a Fallback Index Cessation Effective Date with respect to that rate has not occurred, then, in respect of any day for which that rate is required, references to that rate will be deemed to be references to the last provided or published Modified EDFR (or the last provided or published index, benchmark or other price source that is referred to in the definition of Modified EDFR).

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (EuroSTR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (EuroSTR) Screen.

Definitions

For these purposes:

“Original EUR Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, the day that is two TARGET Settlement Days preceding that Reset Date;

“Euro LIBOR” means the Euro wholesale funding rate known as Euro LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (EuroSTR)” means the term adjusted EuroSTR plus the spread relating to Euro LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted EuroSTR and the spread, on the Fallback Rate (EuroSTR) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (EuroSTR) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Euro LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“ECB Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for EuroSTR by the European Central Bank (or any successor administrator of EuroSTR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of EuroSTR) for the purpose of recommending a replacement for EuroSTR (which rate may be produced by the European Central Bank or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;

“Modified EDFR” means a rate equal to the Eurosystem Deposit Facility Rate plus the EDFR Spread;

“Eurosystem Deposit Facility Rate” means the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem and which is published on the ECB’s Website; and

“EDFR Spread” means:

- (A) if no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR), the arithmetic mean of the daily difference between EuroSTR and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, 30 TARGET Settlement Days prior to the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs) and ending on the TARGET Settlement Day immediately preceding the day on which the Fallback Index Cessation

Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, the TARGET Settlement Day immediately preceding the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs); or

- (B) if a Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs and ending on the TARGET Settlement Day immediately preceding the day on which that Fallback Index Cessation Event occurs.”.

EUR-LIBOR-BBA-Bloomberg

Section 7.1 Rate Options.

Section 7.1(f)(vi) (“EUR-LIBOR-BBA-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(vi) “EUR-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be Euro LIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM EU Page under the heading “EUR LIBOR FIX” at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Euro LIBOR benchmark administrator in the Euro LIBOR benchmark methodology), on the day that is two TARGET Settlement Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Euro LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Euro LIBOR, if any, as specified by the Euro LIBOR benchmark administrator in the Euro LIBOR benchmark methodology), on that Reset Date, Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date has not been published on the Bloomberg Screen BTMM EU Page under the heading “EUR LIBOR FIX” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date, as provided by the administrator of Euro LIBOR and published by an authorized distributor or by the administrator of Euro LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Euro LIBOR), on that Reset Date, neither the administrator of Euro LIBOR nor an authorized distributor has provided or published Euro LIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Euro LIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising Euro LIBOR or the administrator of Euro LIBOR,

in each case, during the period of non-publication of Euro LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Euro LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Euro LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Euro LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more TARGET Settlement Days after the Index Cessation Effective Date will be determined as if references to EUR-LIBOR-BBA-Bloomberg were references to Fallback Rate (EuroSTR) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original EUR Fixing Date, as most recently provided or published as at 11:30 a.m., Frankfurt time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or

a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (EuroSTR) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Frankfurt time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) has not occurred, then the rate for the Reset Date will be Fallback Rate (EuroSTR) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original EUR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) will be the Euro Short-Term Rate (“**EuroSTR**”) administered by the European Central Bank (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to EuroSTR as are necessary to account for any difference in term structure or tenor of EuroSTR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to EuroSTR

If neither the administrator nor authorized distributors provide or publish EuroSTR and a Fallback Index Cessation Effective Date with respect to EuroSTR has not occurred, then, in respect of any day for which EuroSTR is required, references to EuroSTR will be deemed to be references to the last provided or published EuroSTR.

Fallback Index Cessation Effective Date with respect to EuroSTR

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (EuroSTR) and EuroSTR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) will be the ECB Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to the ECB Recommended Rate as are necessary to account for any difference in term structure or tenor of the ECB Recommended Rate by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If there is an ECB Recommended Rate before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR) but neither the administrator nor authorized distributors provide or publish the ECB Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for

which the ECB Recommended Rate is required, references to the ECB Recommended Rate will be deemed to be references to the last provided or published ECB Recommended Rate.

No ECB Recommended Rate or Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If:

- (A) no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR); or
- (B) a Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate subsequently occurs,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) or the Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate (as applicable) will be Modified EDFR, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to Modified EDFR as are necessary to account for any difference in term structure or tenor of Modified EDFR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to Modified EDFR

If neither the administrator nor authorized distributors provide or publish Modified EDFR (or the index, benchmark or other price source that is referred to in the definition of Modified EDFR) and a Fallback Index Cessation Effective Date with respect to that rate has not occurred, then, in respect of any day for which that rate is required, references to that rate will be deemed to be references to the last provided or published Modified EDFR (or the last provided or published index, benchmark or other price source that is referred to in the definition of Modified EDFR).

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (EuroSTR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (EuroSTR) Screen.

Definitions

For these purposes:

“Original EUR Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, the day that is two TARGET Settlement Days preceding that Reset Date;

“Euro LIBOR” means the Euro wholesale funding rate known as Euro LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (EuroSTR)” means the term adjusted EuroSTR plus the spread relating to Euro LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted EuroSTR and the spread, on the Fallback Rate (EuroSTR) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (EuroSTR) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Euro LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“ECB Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for EuroSTR by the European Central Bank (or any successor administrator of EuroSTR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of EuroSTR) for the purpose of recommending a replacement for EuroSTR (which rate may be produced by the European Central Bank or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;

“Modified EDFR” means a rate equal to the Eurosystem Deposit Facility Rate plus the EDFR Spread;

“Eurosystem Deposit Facility Rate” means the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem and which is published on the ECB’s Website; and

“EDFR Spread” means:

- (A) if no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR), the arithmetic mean of the daily difference between EuroSTR and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, 30 TARGET Settlement Days prior to the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs) and ending on the TARGET Settlement Day immediately preceding the day on which the Fallback Index Cessation

Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, the TARGET Settlement Day immediately preceding the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs); or

- (B) if a Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs and ending on the TARGET Settlement Day immediately preceding the day on which that Fallback Index Cessation Event occurs.”.

EURIBOR

EUR-EURIBOR-Reuters

Section 7.1 Rate Options.

Section 7.1(f)(i) (“EUR-EURIBOR-Reuters”) is amended by deleting it in its entirety and restating as follows:

- “(i) “EUR-EURIBOR-Reuters” means that the rate for a Reset Date will be EURIBOR for a period of the Designated Maturity which appears on the Reuters Screen EURIBOR01 Page as of 11:00 a.m., Brussels time (or any amended publication time as specified by the EURIBOR benchmark administrator in the EURIBOR benchmark methodology), on the day that is two TARGET Settlement Days preceding that Reset Date.

No Index Cessation Effective Date with respect to EURIBOR

If, by 11:00 a.m., Brussels time (or the amended publication time for EURIBOR, if any, as specified by the EURIBOR benchmark administrator in the EURIBOR benchmark methodology), on that Reset Date, EURIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date has not been published on the Reuters Screen EURIBOR01 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be EURIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date, as provided by the administrator of EURIBOR and published by an authorized distributor or by the administrator of EURIBOR itself. If by 3:00 p.m., Brussels time (or four hours after the amended publication time for EURIBOR), on that Reset Date, neither the administrator of EURIBOR nor an authorized distributor has provided or published EURIBOR for a period of the Designated Maturity in respect of the Original EUR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of EURIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising EURIBOR or the administrator of EURIBOR,

in each case, during the period of non-publication of EURIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for EURIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing EURIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to EURIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more TARGET Settlement Days after the Index Cessation Effective Date will be determined as if references to EUR-EURIBOR-Reuters were references to Fallback Rate (EuroSTR) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original EUR Fixing Date, as most recently provided or published as at 11:30 a.m., Frankfurt time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a

successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (EuroSTR) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Frankfurt time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) has not occurred, then the rate for the Reset Date will be Fallback Rate (EuroSTR) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original EUR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) will be the Euro Short-Term Rate (“**EuroSTR**”) administered by the European Central Bank (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to EuroSTR as are necessary to account for any difference in term structure or tenor of EuroSTR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to EuroSTR

If neither the administrator nor authorized distributors provide or publish EuroSTR and a Fallback Index Cessation Effective Date with respect to EuroSTR has not occurred, then, in respect of any day for which EuroSTR is required, references to EuroSTR will be deemed to be references to the last provided or published EuroSTR.

Fallback Index Cessation Effective Date with respect to EuroSTR

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (EuroSTR) and EuroSTR, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) will be the ECB Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to the ECB Recommended Rate as are necessary to account for any difference in term structure or tenor of the ECB Recommended Rate by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If there is an ECB Recommended Rate before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR) but neither the administrator nor authorized distributors provide or publish the ECB Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for

which the ECB Recommended Rate is required, references to the ECB Recommended Rate will be deemed to be references to the last provided or published ECB Recommended Rate.

No ECB Recommended Rate or Fallback Index Cessation Effective Date with respect to ECB Recommended Rate

If:

- (A) no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR); or
- (B) a Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate subsequently occurs,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, the Fallback Index Cessation Effective Date with respect to EuroSTR) or the Fallback Index Cessation Effective Date with respect to the ECB Recommended Rate (as applicable) will be Modified EDFR, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR), referred to in the definition of “Fallback Rate (EuroSTR)” after making such adjustments to Modified EDFR as are necessary to account for any difference in term structure or tenor of Modified EDFR by comparison to Fallback Rate (EuroSTR) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to Modified EDFR

If neither the administrator nor authorized distributors provide or publish Modified EDFR (or the index, benchmark or other price source that is referred to in the definition of Modified EDFR) and a Fallback Index Cessation Effective Date with respect to that rate has not occurred, then, in respect of any day for which that rate is required, references to that rate will be deemed to be references to the last provided or published Modified EDFR (or the last provided or published index, benchmark or other price source that is referred to in the definition of Modified EDFR).

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (EuroSTR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (EuroSTR) Screen.

Definitions

For these purposes:

“Original EUR Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, the day that is two TARGET Settlement Days preceding that Reset Date;

“EURIBOR” means the Euro wholesale funding rate known as the Euro Interbank Offered Rate provided by the European Money Markets Institute, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (EuroSTR)” means the term adjusted EuroSTR plus the spread relating to EURIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted EuroSTR and the spread, on the Fallback Rate (EuroSTR) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (EuroSTR) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for EURIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time);

“ECB Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for EuroSTR by the European Central Bank (or any successor administrator of EuroSTR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of EuroSTR) for the purpose of recommending a replacement for EuroSTR (which rate may be produced by the European Central Bank or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;

“Modified EDFR” means a rate equal to the Eurosystem Deposit Facility Rate plus the EDFR Spread;

“Eurosystem Deposit Facility Rate” means the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem and which is published on the ECB’s Website; and

“EDFR Spread” means:

- (A) if no ECB Recommended Rate is recommended before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (EuroSTR) (or, if later, before the end of the first TARGET Settlement Day following the Fallback Index Cessation Effective Date with respect to EuroSTR), the arithmetic mean of the daily difference between EuroSTR and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, 30 TARGET Settlement Days prior to the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs) and ending on the TARGET Settlement Day immediately preceding the day on which the Fallback Index Cessation

Event with respect to Fallback Rate (EuroSTR) occurs (or, if later, the TARGET Settlement Day immediately preceding the day on which the first Fallback Index Cessation Event with respect to EuroSTR occurs); or

- (B) if a Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the Eurosystem Deposit Facility Rate over an observation period of 30 TARGET Settlement Days starting 30 TARGET Settlement Days prior to the day on which the Fallback Index Cessation Event with respect to the ECB Recommended Rate occurs and ending on the TARGET Settlement Day immediately preceding the day on which that Fallback Index Cessation Event occurs.”.

JPY LIBOR

JPY-LIBOR-FRASETT

Section 7.1 Rate Options.

Section 7.1(l)(iii) (“JPY-LIBOR-FRASETT”) is amended by deleting it in its entirety and restating as follows:

- “(iii) “JPY-LIBOR-FRASETT” means that the rate for a Reset Date will be Yen LIBOR for a period of the Designated Maturity which appears on the Reuters Screen FRASETT Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Yen LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Yen LIBOR, if any, as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on that Reset Date, Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date has not been published on the Reuters Screen FRASETT Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date, as provided by the administrator of Yen LIBOR and published by an authorized distributor or by the administrator of Yen LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Yen LIBOR), on that Reset Date, neither the administrator of Yen LIBOR nor an authorized distributor has provided or published Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Yen LIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Yen LIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Yen LIBOR or the administrator of Yen LIBOR,

in each case, during the period of non-publication of Yen LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Yen LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Yen LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Yen LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-LIBOR-FRASETT were references to Fallback Rate (TONA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original JPY LIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original JPY LIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“**Original JPY LIBOR Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

“**Yen LIBOR**” means the Yen wholesale funding rate known as Yen LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (TONA)**” means the term adjusted TONA plus the spread relating to Yen LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (TONA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Yen LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**JPY Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

JPY-LIBOR-BBA

Section 7.1 Rate Options.

Section 7.1(l)(iv) (“JPY-LIBOR-BBA”) is amended by deleting it in its entirety and restating as follows:

- “(iv) “JPY-LIBOR-BBA” means that the rate for a Reset Date will be Yen LIBOR for a period of the Designated Maturity which appears on the Reuters Screen 3750 Page at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Yen LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Yen LIBOR, if any, as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on that Reset Date, Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date has not been published on the Reuters Screen 3750 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date, as provided by the administrator of Yen LIBOR and published by an authorized distributor or by the administrator of Yen LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Yen LIBOR), on that Reset Date, neither the administrator of Yen LIBOR nor an authorized distributor has provided or published Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Yen LIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Yen LIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Yen LIBOR or the administrator of Yen LIBOR,

in each case, during the period of non-publication of Yen LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Yen LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Yen LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Yen LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-LIBOR-BBA were references to Fallback Rate (TONA) for the

‘Original IBOR Rate Record Day’ that corresponds to the Original JPY LIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original JPY LIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY

Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“**Original JPY LIBOR Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

“**Yen LIBOR**” means the Yen wholesale funding rate known as Yen LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (TONA)**” means the term adjusted TONA plus the spread relating to Yen LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (TONA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Yen LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**JPY Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

JPY-LIBOR-BBA-Bloomberg

Section 7.1 Rate Options.

Section 7.1(l)(v) (“JPY-LIBOR-BBA-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(v) “JPY-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be Yen LIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM JN Page under the heading “LIBOR FIX” at 11:55 a.m., London time (which reflects publication as of 11:00 a.m., London time) (or any amended publication time as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on the day that is two London Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Yen LIBOR

If, by 11:55 a.m., London time (or the amended publication time for Yen LIBOR, if any, as specified by the Yen LIBOR benchmark administrator in the Yen LIBOR benchmark methodology), on that Reset Date, Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date has not been published on the Bloomberg Screen BTMM JN Page under the heading “LIBOR FIX” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date, as provided by the administrator of Yen LIBOR and published by an authorized distributor or by the administrator of Yen LIBOR itself. If by 4:00 p.m., London time (or four hours and five minutes after the amended publication time for Yen LIBOR), on that Reset Date, neither the administrator of Yen LIBOR nor an authorized distributor has provided or published Yen LIBOR for a period of the Designated Maturity in respect of the Original JPY LIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Yen LIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Yen LIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Yen LIBOR or the administrator of Yen LIBOR,

in each case, during the period of non-publication of Yen LIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Yen LIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Yen LIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to Yen LIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more London Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-LIBOR-BBA-Bloomberg were references to Fallback Rate (TONA)

for the ‘Original IBOR Rate Record Day’ that corresponds to the Original JPY LIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original JPY LIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY

Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“**Original JPY LIBOR Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two London Banking Days preceding that Reset Date;

“**Yen LIBOR**” means the Yen wholesale funding rate known as Yen LIBOR (London Interbank Offered Rate) provided by ICE Benchmark Administration Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (TONA)**” means the term adjusted TONA plus the spread relating to Yen LIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (TONA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Yen LIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**JPY Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”

TIBOR

JPY-TIBOR-17097

Section 7.1 Rate Options.

The definition of “JPY-TIBOR-17097” in Section 7.1(l)(xviii) is amended by deleting it in its entirety and restating as follows:¹

“(xviii) “JPY-TIBOR-17097” means that the rate for a Reset Date will be Yen TIBOR for a period of the Designated Maturity which appears on the Reuters Screen 17097 Page as of 12:50 p.m., Tokyo time (or any amended publication time as specified by the Yen TIBOR benchmark administrator in the Yen TIBOR benchmark methodology), on the day that is two Tokyo Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Yen TIBOR

If, by 12:50 p.m., Tokyo time (or the amended publication time for Yen TIBOR, if any, as specified by the Yen TIBOR benchmark administrator in the Yen TIBOR benchmark methodology), on that Reset Date, Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date has not been published on the Reuters Screen 17097 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date, as provided by the administrator of Yen TIBOR and published by an authorized distributor or by the administrator of Yen TIBOR itself. If by 2:00 p.m., Tokyo time (or one hour and ten minutes after the amended publication time for Yen TIBOR), on that Reset Date, neither the administrator of Yen TIBOR nor an authorized distributor has provided or published Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Yen TIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Yen TIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Yen TIBOR or the administrator of Yen TIBOR,

in each case, during the period of non-publication of Yen TIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Yen TIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Yen TIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

¹ Supplement 47 to the 2006 ISDA Definitions deleted certain JPY Rate Options which preceded this Rate Option in the 2006 ISDA Definitions. The Section including “JPY-TIBOR-17097” should therefore have been renumbered as Section 7.1(l)(xviii) but Supplement 47 is silent on this. Despite this, reference is made to Section 7.1(l)(xviii) in this supplement.

Index Cessation Effective Date with respect to Yen TIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more Tokyo Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-TIBOR-17097 were references to Fallback Rate (TONA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original JPY TIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original JPY TIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“**Original JPY TIBOR Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two Tokyo Banking Days preceding that Reset Date;

“**Yen TIBOR**” means the prevailing market rate in the Japan unsecured call market known as the Japanese Yen Tokyo Interbank Offered Rate provided by the Japanese Bankers Association TIBOR Administration, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (TONA)**” means the term adjusted TONA plus the spread relating to Yen TIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (TONA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Yen TIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**JPY Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

JPY-TIBOR-TIBM (All Banks)-Bloomberg

Section 7.1 Rate Options.

The definition of “JPY-TIBOR-TIBM (All Banks)-Bloomberg” in Section 7.1(l)(viii) is amended by deleting it in its entirety and restating as follows:²

“(viii) “JPY-TIBOR-TIBM (All Banks)-Bloomberg” means that the rate for a Reset Date will be Yen TIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM JN Page under the heading “TIBOR FIX” as of 12:50 p.m., Tokyo time (or any amended publication time as specified by the Yen TIBOR benchmark administrator in the Yen TIBOR benchmark methodology), on the day that is two Tokyo Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Yen TIBOR

If, by 12:50 p.m., Tokyo time (or the amended publication time for Yen TIBOR, if any, as specified by the Yen TIBOR benchmark administrator in the Yen TIBOR benchmark methodology), on that Reset Date, Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date has not been published on the Bloomberg Screen BTMM JN Page under the heading “TIBOR FIX” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date, as provided by the administrator of Yen TIBOR and published by an authorized distributor or by the administrator of Yen TIBOR itself. If by 2:00 p.m., Tokyo time (or one hour and ten minutes after the amended publication time for Yen TIBOR), on that Reset Date, neither the administrator of Yen TIBOR nor an authorized distributor has provided or published Yen TIBOR for a period of the Designated Maturity in respect of the Original JPY TIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Yen TIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Yen TIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Yen TIBOR or the administrator of Yen TIBOR,

in each case, during the period of non-publication of Yen TIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Yen TIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Yen TIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

² Supplement 47 to the 2006 ISDA Definitions deleted certain JPY Rate Options which preceded this Rate Option in the 2006 ISDA Definitions. The Section including “JPY-TIBOR-TIBM (All Banks)-Bloomberg” should therefore have been renumbered as Section 7.1(l)(viii) but Supplement 47 is silent on this. Despite this, reference is made to Section 7.1(l)(viii) in this supplement.

Index Cessation Effective Date with respect to Yen TIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more Tokyo Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-TIBOR-TIBM (All Banks)-Bloomberg were references to Fallback Rate (TONA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original JPY TIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original JPY TIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“Original JPY TIBOR Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, the day that is two Tokyo Banking Days preceding that Reset Date;

“Yen TIBOR” means the prevailing market rate in the Japan unsecured call market known as the Japanese Yen Tokyo Interbank Offered Rate provided by the Japanese Bankers Association TIBOR Administration, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (TONA)” means the term adjusted TONA plus the spread relating to Yen TIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (TONA) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Yen TIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“JPY Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”

Euroyen TIBOR

JPY-TIBOR-ZTIBOR

Section 7.1 Rate Options.

The definition of “JPY-TIBOR-ZTIBOR” in Section 7.1(l)(ix) is amended by deleting it in its entirety and restating as follows:³

- “(ix) “JPY-TIBOR-ZTIBOR” means that the rate for a Reset Date will be Euroyen TIBOR for a period of the Designated Maturity which appears on the Reuters Screen ZTIBOR Page as of 12:50 p.m., Tokyo time (or any amended publication time as specified by the Euroyen TIBOR benchmark administrator in the Euroyen TIBOR benchmark methodology), on the day that is two Tokyo Banking Days preceding that Reset Date.

No Index Cessation Effective Date with respect to Euroyen TIBOR

If, by 12:50 p.m., Tokyo time (or the amended publication time for Euroyen TIBOR, if any, as specified by the Euroyen TIBOR benchmark administrator in the Euroyen TIBOR benchmark methodology), on that Reset Date, Euroyen TIBOR for a period of the Designated Maturity in respect of the Original Euroyen TIBOR Fixing Date has not been published on the Reuters Screen ZTIBOR Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be Euroyen TIBOR for a period of the Designated Maturity in respect of the Original Euroyen TIBOR Fixing Date, as provided by the administrator of Euroyen TIBOR and published by an authorized distributor or by the administrator of Euroyen TIBOR itself. If by 2:00 p.m., Tokyo time (or one hour and ten minutes after the amended publication time for Euroyen TIBOR), on that Reset Date, neither the administrator of Euroyen TIBOR nor an authorized distributor has provided or published Euroyen TIBOR for a period of the Designated Maturity in respect of the Original Euroyen TIBOR Fixing Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of Euroyen TIBOR; or
- (B) a rate formally recommended for use by a committee officially endorsed or convened by the Bank of Japan for the purposes of recommending an alternative rate for Euroyen TIBOR (which rate may be produced by the Bank of Japan or another administrator) or any other supervisor which is responsible for supervising Euroyen TIBOR or the administrator of Euroyen TIBOR,

in each case, during the period of non-publication of Euroyen TIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for Euroyen TIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing Euroyen TIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

³ Supplement 47 to the 2006 ISDA Definitions deleted certain JPY Rate Options which preceded this Rate Option in the 2006 ISDA Definitions. The Section including “JPY-TIBOR-ZTIBOR” should therefore have been renumbered as Section 7.1(l)(ix) but Supplement 47 is silent on this. Despite this, reference is made to Section 7.1(l)(ix) in this supplement.

Index Cessation Effective Date with respect to Euroyen TIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more Tokyo Banking Days after the Index Cessation Effective Date will be determined as if references to JPY-TIBOR-ZTIBOR were references to Fallback Rate (TONA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original Euroyen TIBOR Fixing Date, as most recently provided or published as at 12:30 p.m., Tokyo time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (TONA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 12:30 p.m., Tokyo time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) has not occurred, then the rate for the Reset Date will be Fallback Rate (TONA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original Euroyen TIBOR Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (TONA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) will be the Tokyo Overnight Average Rate (“TONA”) administered by the Bank of Japan (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to TONA as are necessary to account for any difference in term structure or tenor of TONA by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to TONA

If neither the administrator nor authorized distributors provide or publish TONA and a Fallback Index Cessation Effective Date with respect to TONA has not occurred, then, in respect of any day for which TONA is required, references to TONA will be deemed to be references to the last provided or published TONA.

Fallback Index Cessation Effective Date with respect to TONA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (TONA) and TONA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA) (or, if later, the Fallback Index Cessation Effective Date with respect to TONA) will be the JPY Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (TONA), referred to in the definition of “Fallback Rate (TONA)” after making such adjustments to the JPY Recommended Rate as are necessary to account for any difference in term structure or tenor of the JPY Recommended Rate by comparison to Fallback Rate (TONA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to JPY Recommended Rate

If neither the administrator nor authorized distributors provide or publish the JPY Recommended Rate and a Fallback Index Cessation Effective Date with respect to the JPY Recommended Rate has not occurred, then, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (TONA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (TONA) Screen.

Definitions

For these purposes:

“**Original Euroyen TIBOR Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two Tokyo Banking Days preceding that Reset Date;

“**Euroyen TIBOR**” means the prevailing market rate for prime bank transactions in the Japan offshore market known as the Euroyen Tokyo Interbank Offered Rate provided by the Japanese Bankers Association TIBOR Administration, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (TONA)**” means the term adjusted TONA plus the spread relating to Euroyen TIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted TONA and the spread, on the Fallback Rate (TONA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (TONA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for Euroyen TIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**JPY Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

BBSW

AUD-BBR-AUBBSW

Section 7.1 Rate Options.

Section 7.1(a)(iii) (“AUD-BBR-AUBBSW”) is amended by deleting it in its entirety and restating as follows:

- “(iii) “AUD-BBR-AUBBSW” means that the rate for a Reset Date will be BBSW for a period of the Designated Maturity which is designated as the “Last” rate on the Reuters Screen 0#AUBBSW= Page by noon, Sydney time (or any republication cut-off time as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to BBSW

If, by noon, Sydney time (or the amended republication cut-off time for BBSW, if any, as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date, BBSW for a period of the Designated Maturity in respect of such day has not been published, and designated as the “Last” rate, on the Reuters Screen 0#AUBBSW= Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be BBSW for a period of the Designated Maturity in respect of such day, as provided by the administrator of BBSW and published by an authorized distributor or by the administrator of BBSW itself. If by noon, Sydney time (or the amended republication cut-off time for BBSW), on that Reset Date, neither the administrator of BBSW nor an authorized distributor has provided or published BBSW for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of BBSW; or
- (B) a rate formally recommended for use by the Australian Securities and Investments Commission (or any successor to the Australian Securities and Investments Commission in its role as supervisor of BBSW),

in each case, during the period of non-publication of BBSW and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for BBSW, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing BBSW that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to BBSW

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to AUD-BBR-AUBBSW were references to Fallback Rate (AONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original AUD Fixing Date, as most recently provided or published as at 11:30 a.m., Sydney time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed

by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (AONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Sydney time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (AONIA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original AUD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (AONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) will be the interbank overnight cash rate (“AONIA”) administered by the Reserve Bank of Australia (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of “Fallback Rate (AONIA)” after making such adjustments to AONIA as are necessary to account for any difference in term structure or tenor of AONIA by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to AONIA

If neither the administrator nor authorized distributors provide or publish AONIA and a Fallback Index Cessation Effective Date with respect to AONIA has not occurred, then, in respect of any day for which AONIA is required, references to AONIA will be deemed to be references to the last provided or published AONIA.

Fallback Index Cessation Effective Date with respect to AONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (AONIA) and AONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to AONIA) will be the RBA Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of “Fallback Rate (AONIA)” after making such adjustments to the RBA Recommended Rate as are necessary to account for any difference in term structure or tenor of the RBA Recommended Rate by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to RBA Recommended Rate

If neither the administrator nor authorized distributors provide or publish the RBA Recommended Rate and a Fallback Index Cessation Effective Date with respect to the RBA Recommended Rate has not occurred, then, in respect of any day for which the RBA Recommended Rate is required, references to the RBA Recommended Rate will be deemed to be references to the last provided or published RBA Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (AONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (AONIA) Screen.

Definitions

For these purposes:

“Original AUD Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“BBSW” means the Australian Dollar rate for prime bank eligible securities known as the Bank Bill Swap Rate provided by ASX Benchmarks Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (AONIA)” means the term adjusted AONIA plus the spread relating to BBSW, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted AONIA and the spread, on the Fallback Rate (AONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (AONIA) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for BBSW for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“RBA Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”

AUD-BBR-BBSW

Section 7.1 Rate Options.

Section 7.1(a)(iv) (“AUD-BBR-BBSW”) is amended by deleting it in its entirety and restating as follows:

- “(iv) “AUD-BBR-BBSW” means that the rate for a Reset Date will be BBSW for a period of the Designated Maturity which is designated as the “AVG MID” on the Reuters Screen BBSW Page by noon, Sydney time (or any republication cut-off time as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to BBSW

If, by noon, Sydney time (or the amended republication cut-off time for BBSW, if any, as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date, BBSW for a period of the Designated Maturity in respect of such day has not been published, and designated as the “AVG MID”, on the Reuters Screen BBSW Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be BBSW for a period of the Designated Maturity in respect of such day, as provided by the administrator of BBSW and published by an authorized distributor or by the administrator of BBSW itself. If by noon, Sydney time (or the amended republication cut-off time for BBSW), on that Reset Date, neither the administrator of BBSW nor an authorized distributor has provided or published BBSW for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of BBSW; or
- (B) a rate formally recommended for use by the Australian Securities and Investments Commission (or any successor to the Australian Securities and Investments Commission in its role as supervisor of BBSW),

in each case, during the period of non-publication of BBSW and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for BBSW, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing BBSW that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to BBSW

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to AUD-BBR-BBSW were references to Fallback Rate (AONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original AUD Fixing Date, as most recently provided or published as at 11:30 a.m., Sydney time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (AONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Sydney time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to

Fallback Rate (AONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (AONIA) as most recently provided or published at that time for the most recent 'Original IBOR Rate Record Day', notwithstanding that such day does not correspond to the Original AUD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (AONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) will be the interbank overnight cash rate ("AONIA") administered by the Reserve Bank of Australia (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of "Fallback Rate (AONIA)" after making such adjustments to AONIA as are necessary to account for any difference in term structure or tenor of AONIA by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to AONIA

If neither the administrator nor authorized distributors provide or publish AONIA and a Fallback Index Cessation Effective Date with respect to AONIA has not occurred, then, in respect of any day for which AONIA is required, references to AONIA will be deemed to be references to the last provided or published AONIA.

Fallback Index Cessation Effective Date with respect to AONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (AONIA) and AONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to AONIA) will be the RBA Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of "Fallback Rate (AONIA)" after making such adjustments to the RBA Recommended Rate as are necessary to account for any difference in term structure or tenor of the RBA Recommended Rate by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to RBA Recommended Rate

If neither the administrator nor authorized distributors provide or publish the RBA Recommended Rate and a Fallback Index Cessation Effective Date with respect to the RBA Recommended Rate has not occurred, then, in respect of any day for which the RBA Recommended Rate is required, references to the RBA Recommended Rate will be deemed to be references to the last provided or published RBA Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (AONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (AONIA) Screen.

Definitions

For these purposes:

“**Original AUD Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**BBSW**” means the Australian Dollar rate for prime bank eligible securities known as the Bank Bill Swap Rate provided by ASX Benchmarks Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (AONIA)**” means the term adjusted AONIA plus the spread relating to BBSW, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted AONIA and the spread, on the Fallback Rate (AONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (AONIA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for BBSW for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**RBA Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

AUD-BBR-BBSW-Bloomberg

Section 7.1 Rate Options.

Section 7.1(a)(v) (“AUD-BBR-BBSW-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(v) “AUD-BBR-BBSW-Bloomberg” means that the rate for a Reset Date will be BBSW for a period of the Designated Maturity which is designated as the “Mid” rate on the Bloomberg Screen GDCO 36965 Page by noon, Sydney time (or any republication cut-off time as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to BBSW

If, by noon, Sydney time (or the amended republication cut-off time for BBSW, if any, as specified by the BBSW benchmark administrator in the BBSW benchmark methodology), on that Reset Date, BBSW for a period of the Designated Maturity in respect of such day has not been published, and designated as the “Mid” rate, on the Bloomberg Screen GDCO 36965 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be BBSW for a period of the Designated Maturity in respect of such day, as provided by the administrator of BBSW and published by an authorized distributor or by the administrator of BBSW itself. If by noon, Sydney time (or the amended republication cut-off time for BBSW), on that Reset Date, neither the administrator of BBSW nor an authorized distributor has provided or published BBSW for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of BBSW; or
- (B) a rate formally recommended for use by the Australian Securities and Investments Commission (or any successor to the Australian Securities and Investments Commission in its role as supervisor of BBSW),

in each case, during the period of non-publication of BBSW and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for BBSW, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing BBSW that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to BBSW

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to AUD-BBR-BBSW-Bloomberg were references to Fallback Rate (AONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original AUD Fixing Date, as most recently provided or published as at 11:30 a.m., Sydney time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (AONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30

a.m., Sydney time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (AONIA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original AUD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (AONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) will be the interbank overnight cash rate (“AONIA”) administered by the Reserve Bank of Australia (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of “Fallback Rate (AONIA)” after making such adjustments to AONIA as are necessary to account for any difference in term structure or tenor of AONIA by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to AONIA

If neither the administrator nor authorized distributors provide or publish AONIA and a Fallback Index Cessation Effective Date with respect to AONIA has not occurred, then, in respect of any day for which AONIA is required, references to AONIA will be deemed to be references to the last provided or published AONIA.

Fallback Index Cessation Effective Date with respect to AONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (AONIA) and AONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to AONIA) will be the RBA Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (AONIA), referred to in the definition of “Fallback Rate (AONIA)” after making such adjustments to the RBA Recommended Rate as are necessary to account for any difference in term structure or tenor of the RBA Recommended Rate by comparison to Fallback Rate (AONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to RBA Recommended Rate

If neither the administrator nor authorized distributors provide or publish the RBA Recommended Rate and a Fallback Index Cessation Effective Date with respect to the RBA Recommended Rate has not occurred, then, in respect of any day for which the RBA Recommended Rate is required, references to the RBA Recommended Rate will be deemed to be references to the last provided or published RBA Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (AONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (AONIA) Screen.

Definitions

For these purposes:

“Original AUD Fixing Date” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“BBSW” means the Australian Dollar rate for prime bank eligible securities known as the Bank Bill Swap Rate provided by ASX Benchmarks Limited, as the administrator of the benchmark, (or a successor administrator);

“Fallback Rate (AONIA)” means the term adjusted AONIA plus the spread relating to BBSW, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted AONIA and the spread, on the Fallback Rate (AONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“Fallback Rate (AONIA) Screen” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for BBSW for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“RBA Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”

CDOR

CAD-BA-CDOR

Section 7.1 Rate Options.

Section 7.1(b)(i) (“CAD-BA-CDOR”) is amended by deleting it in its entirety and restating as follows:

- “(i) “CAD-BA-CDOR” means that the rate for a Reset Date will be CDOR for a period of the Designated Maturity which appears on the Reuters Screen CDOR Page as of 10:15 a.m., Toronto time (or any amended publication time as specified by the CDOR benchmark administrator in the CDOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to CDOR

If, by 10:15 a.m., Toronto time (or the amended publication time for CDOR, if any, as specified by the CDOR benchmark administrator in the CDOR benchmark methodology), on that Reset Date, CDOR for a period of the Designated Maturity in respect of such day has not been published on the Reuters Screen CDOR Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be CDOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of CDOR and published by an authorized distributor or by the administrator of CDOR itself. If by noon, Toronto time (or one hour and forty-five minutes after the amended publication time for CDOR), on that Reset Date, neither the administrator of CDOR nor an authorized distributor has provided or published CDOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be a rate formally recommended for use by the administrator of CDOR during the period of non-publication of CDOR and for so long as an Index Cessation Effective Date has not occurred. If no such rate is available, then the Calculation Agent shall determine a commercially reasonable alternative for CDOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing CDOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to CDOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to CAD-BA-CDOR were references to Fallback Rate (CORRA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original CAD Fixing Date, as most recently provided or published as at 11:30 a.m., Toronto time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (CORRA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Toronto time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) has not occurred, then the rate for the Reset Date will be Fallback Rate (CORRA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original CAD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (CORRA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) will be the Canadian Overnight Repo Rate Average (“**CORRA**”) administered by the Bank of Canada (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of “Fallback Rate (CORRA)” after making such adjustments to CORRA as are necessary to account for any difference in term structure or tenor of CORRA by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to CORRA

If neither the administrator nor authorized distributors provide or publish CORRA and a Fallback Index Cessation Effective Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

Fallback Index Cessation Effective Date with respect to CORRA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (CORRA) and CORRA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the Fallback Index Cessation Effective Date with respect to CORRA) will be the CAD Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of “Fallback Rate (CORRA)” after making such adjustments to the CAD Recommended Rate as are necessary to account for any difference in term structure or tenor of the CAD Recommended Rate by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to CAD Recommended Rate

If there is a CAD Recommended Rate before the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to CORRA) but neither the administrator nor authorized distributors provide or publish the CAD Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the CAD Recommended Rate is required, references to the CAD Recommended Rate will be deemed to be references to the last provided or published CAD Recommended Rate.

No CAD Recommended Rate or Fallback Index Cessation Effective Date with respect to CAD Recommended Rate

If:

- (A) there is no CAD Recommended Rate before the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to CORRA); or
- (B) there is a CAD Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the Fallback Index Cessation Effective Date with respect to CORRA) or the Fallback Index Cessation Effective Date with respect to the CAD Recommended Rate (as applicable) will be Bank of Canada's Target for the Overnight Rate as set by the Bank of Canada and published on the Bank of Canada's Website (the "**BOC Target Rate**"), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of "Fallback Rate (CORRA)" after making such adjustments to the BOC Target Rate as are necessary to account for any difference in term structure or tenor of the BOC Target Rate by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to BOC Target Rate

If neither the administrator nor authorized distributors provide or publish the BOC Target Rate and a Fallback Index Cessation Effective Date with respect to the BOC Target Rate has not occurred, then, in respect of any day for which the BOC Target Rate is required, references to the BOC Target Rate will be deemed to be references to the last provided or published BOC Target Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (CORRA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to "Business Days" will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an "Original IBOR Rate Record Day" are to that term as used on the Fallback Rate (CORRA) Screen.

Definitions

For these purposes:

"Original CAD Fixing Date" means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**CDOR**” means the Canadian Dollar rate for bankers’ acceptance borrowings known as the Canadian Dollar Offered Rate provided by Refinitiv Benchmark Services (UK) Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (CORRA)**” means the term adjusted CORRA plus the spread relating to CDOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted CORRA and the spread, on the Fallback Rate (CORRA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (CORRA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for CDOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**CAD Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for CORRA by a committee officially endorsed or convened by the Bank of Canada for the purpose of recommending a replacement for CORRA (which rate may be produced by the Bank of Canada or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

CAD-BA-CDOR-Bloomberg

Section 7.1 Rate Options.

Section 7.1(b)(ii) (“CAD-BA-CDOR-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(ii) “CAD-BA-CDOR-Bloomberg” means that the rate for a Reset Date will be CDOR for a period of the Designated Maturity which appears on the Bloomberg Screen ALLX CDOR<GO> Page as of 10:15 a.m., Toronto time (or any amended publication time as specified by the CDOR benchmark administrator in the CDOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to CDOR

If, by 10:15 a.m., Toronto time (or the amended publication time for CDOR, if any, as specified by the CDOR benchmark administrator in the CDOR benchmark methodology), on that Reset Date, CDOR for a period of the Designated Maturity in respect of such day has not been published on the Bloomberg Screen ALLX CDOR<GO> Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be CDOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of CDOR and published by an authorized distributor or by the administrator of CDOR itself. If by noon, Toronto time (or one hour and forty-five minutes after the amended publication time for CDOR), on that Reset Date, neither the administrator of CDOR nor an authorized distributor has provided or published CDOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be a rate formally recommended for use by the administrator of CDOR during the period of non-publication of CDOR and for so long as an Index Cessation Effective Date has not occurred. If no such rate is available, then the Calculation Agent shall determine a commercially reasonable alternative for CDOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing CDOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to CDOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to CAD-BA-CDOR-Bloomberg were references to Fallback Rate (CORRA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original CAD Fixing Date, as most recently provided or published as at 11:30 a.m., Toronto time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (CORRA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 11:30 a.m., Toronto time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) has not occurred, then the rate for the Reset Date will be Fallback Rate (CORRA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original CAD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (CORRA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) will be the Canadian Overnight Repo Rate Average (“**CORRA**”) administered by the Bank of Canada (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of “Fallback Rate (CORRA)” after making such adjustments to CORRA as are necessary to account for any difference in term structure or tenor of CORRA by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to CORRA

If neither the administrator nor authorized distributors provide or publish CORRA and a Fallback Index Cessation Effective Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

Fallback Index Cessation Effective Date with respect to CORRA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (CORRA) and CORRA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the Fallback Index Cessation Effective Date with respect to CORRA) will be the CAD Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of “Fallback Rate (CORRA)” after making such adjustments to the CAD Recommended Rate as are necessary to account for any difference in term structure or tenor of the CAD Recommended Rate by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to CAD Recommended Rate

If there is a CAD Recommended Rate before the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to CORRA) but neither the administrator nor authorized distributors provide or publish the CAD Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the CAD Recommended Rate is required, references to the CAD Recommended Rate will be deemed to be references to the last provided or published CAD Recommended Rate.

No CAD Recommended Rate or Fallback Index Cessation Effective Date with respect to CAD Recommended Rate

If:

- (A) there is no CAD Recommended Rate before the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the end of the first Toronto Banking Day following the Fallback Index Cessation Effective Date with respect to CORRA); or
- (B) there is a CAD Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA) (or, if later, the Fallback Index Cessation Effective Date with respect to CORRA) or the Fallback Index Cessation Effective Date with respect to the CAD Recommended Rate (as applicable) will be Bank of Canada's Target for the Overnight Rate as set by the Bank of Canada and published on the Bank of Canada's Website (the "**BOC Target Rate**"), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (CORRA), referred to in the definition of "Fallback Rate (CORRA)" after making such adjustments to the BOC Target Rate as are necessary to account for any difference in term structure or tenor of the BOC Target Rate by comparison to Fallback Rate (CORRA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to BOC Target Rate

If neither the administrator nor authorized distributors provide or publish the BOC Target Rate and a Fallback Index Cessation Effective Date with respect to the BOC Target Rate has not occurred, then, in respect of any day for which the BOC Target Rate is required, references to the BOC Target Rate will be deemed to be references to the last provided or published BOC Target Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (CORRA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to "Business Days" will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an "Original IBOR Rate Record Day" are to that term as used on the Fallback Rate (CORRA) Screen.

Definitions

For these purposes:

"Original CAD Fixing Date" means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**CDOR**” means the Canadian Dollar rate for bankers’ acceptance borrowings known as the Canadian Dollar Offered Rate provided by Refinitiv Benchmark Services (UK) Limited, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (CORRA)**” means the term adjusted CORRA plus the spread relating to CDOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted CORRA and the spread, on the Fallback Rate (CORRA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (CORRA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for CDOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**CAD Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for CORRA by a committee officially endorsed or convened by the Bank of Canada for the purpose of recommending a replacement for CORRA (which rate may be produced by the Bank of Canada or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

HIBOR

HKD-HIBOR-HKAB

Section 7.1 Rate Options.

Section 7.1(g)(iii) (“HKD-HIBOR-HKAB”) is amended by deleting it in its entirety and restating as follows:

- “(iii) “HKD-HIBOR-HKAB” means that the rate for a Reset Date will be HIBOR for a period of the Designated Maturity which appears on the Reuters Screen HKABHIBOR Page as of 11:15 a.m., Hong Kong time (or any amended publication time as specified by the HIBOR benchmark administrator in the HIBOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to HIBOR

Subject to Section 7.7, if, by 2:30 p.m., Hong Kong time (or any time specified in place of 2:30 p.m., Hong Kong time pursuant to the Hong Kong Association of Banks’ (or any successor’s) typhoon and rainstorm arrangements), on that Reset Date, HIBOR for a period of the Designated Maturity in respect of such day has not been published on the Reuters Screen HKABHIBOR Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be HIBOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of HIBOR and published by an authorized distributor or by the administrator of HIBOR itself. If by 2:30 p.m., Hong Kong time (or any time specified in place of 2:30 p.m., Hong Kong time pursuant to the Hong Kong Association of Banks’ (or any successor’s) typhoon and rainstorm arrangements), on that Reset Date, neither the administrator of HIBOR nor an authorized distributor has provided or published HIBOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be a rate formally recommended for use by the administrator of HIBOR during the period of non-publication of HIBOR and for so long as an Index Cessation Effective Date has not occurred. If no such rate is available, then the Calculation Agent shall determine a commercially reasonable alternative for HIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing HIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to HIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to HKD-HIBOR-HKAB were references to Fallback Rate (HONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original HKD Fixing Date, as most recently provided or published as at 7:30 p.m., Hong Kong time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (HONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 7:30 p.m., Hong Kong time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (HONIA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original HKD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (HONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) will be the Hong Kong Dollar Overnight Index Average (“HONIA”) rate administered by the Treasury Markets Association (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA), referred to in the definition of “Fallback Rate (HONIA)” after making such adjustments to HONIA as are necessary to account for any difference in term structure or tenor of HONIA by comparison to Fallback Rate (HONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to HONIA

If neither the administrator nor authorized distributors provide or publish HONIA and a Fallback Index Cessation Effective Date with respect to HONIA has not occurred, then, in respect of any day for which HONIA is required, references to HONIA will be deemed to be references to the last provided or published HONIA.

Fallback Index Cessation Effective Date with respect to HONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (HONIA) and HONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to HONIA) will be the HKD Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA), referred to in the definition of “Fallback Rate (HONIA)” after making such adjustments to the HKD Recommended Rate as are necessary to account for any difference in term structure or tenor of the HKD Recommended Rate by comparison to Fallback Rate (HONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to HKD Recommended Rate

If neither the administrator nor authorized distributors provide or publish the HKD Recommended Rate and a Fallback Index Cessation Effective Date with respect to the HKD Recommended Rate has not occurred, then, in respect of any day for which the HKD Recommended Rate is required, references to the HKD Recommended Rate will be deemed to be references to the last provided or published HKD Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (HONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and

references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (HONIA) Screen.

Definitions

For these purposes:

“**Original HKD Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**HIBOR**” means the rate of interest offered on Hong Kong Dollar loans by banks in the interbank market known as the Hong Kong Interbank Offered Rate provided by the Treasury Markets Association, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (HONIA)**” means the term adjusted HONIA rate plus the spread relating to HIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted HONIA and the spread, on the Fallback Rate (HONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (HONIA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for HIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**HKD Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for HONIA by the administrator of HONIA or by a committee officially endorsed or convened by the administrator of HONIA for the purpose of recommending a replacement for HONIA (which rate may be produced by the administrator of HONIA or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

HKD-HIBOR-HKAB-Bloomberg

Section 7.1 Rate Options.

Section 7.1(g)(iv) (“HKD-HIBOR-HKAB-Bloomberg”) is amended by deleting it in its entirety and restating as follows:

- “(iv) “HKD-HIBOR-HKAB-Bloomberg” means that the rate for a Reset Date will be HIBOR for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM HK Page under the heading “HIBOR” as of 11:15 a.m., Hong Kong time (or any amended publication time as specified by the HIBOR benchmark administrator in the HIBOR benchmark methodology), on that Reset Date.

No Index Cessation Effective Date with respect to HIBOR

Subject to Section 7.7, if, by 2:30 p.m., Hong Kong time (or any time specified in place of 2:30 p.m., Hong Kong time pursuant to the Hong Kong Association of Banks’ (or any successor’s) typhoon and rainstorm arrangements), on that Reset Date, HIBOR for a period of the Designated Maturity in respect of such day has not been published on the Bloomberg Screen BTMM HK Page under the heading “HIBOR” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be HIBOR for a period of the Designated Maturity in respect of such day, as provided by the administrator of HIBOR and published by an authorized distributor or by the administrator of HIBOR itself. If by 2:30 p.m., Hong Kong time (or any time specified in place of 2:30 p.m., Hong Kong time pursuant to the Hong Kong Association of Banks’ (or any successor’s) typhoon and rainstorm arrangements), on that Reset Date, neither the administrator of HIBOR nor an authorized distributor has provided or published HIBOR for a period of the Designated Maturity in respect of such day and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be a rate formally recommended for use by the administrator of HIBOR during the period of non-publication of HIBOR and for so long as an Index Cessation Effective Date has not occurred. If no such rate is available, then the Calculation Agent shall determine a commercially reasonable alternative for HIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing HIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date with respect to HIBOR

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring on or after the Index Cessation Effective Date will be determined as if references to HKD-HIBOR-HKAB-Bloomberg were references to Fallback Rate (HONIA) for the ‘Original IBOR Rate Record Day’ that corresponds to the Original HKD Fixing Date, as most recently provided or published as at 7:30 p.m., Hong Kong time on the related Fallback Observation Day. If neither Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) provides, nor authorized distributors publish, Fallback Rate (HONIA) for that ‘Original IBOR Rate Record Day’ at, or prior to, 7:30 p.m., Hong Kong time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) has not occurred, then the rate for the Reset Date will be Fallback Rate (HONIA) as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original HKD Fixing Date.

Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (HONIA), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) will be the Hong Kong Dollar Overnight Index Average (“HONIA”) rate administered by the Treasury Markets Association (or any successor administrator), to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA), referred to in the definition of “Fallback Rate (HONIA)” after making such adjustments to HONIA as are necessary to account for any difference in term structure or tenor of HONIA by comparison to Fallback Rate (HONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to HONIA

If neither the administrator nor authorized distributors provide or publish HONIA and a Fallback Index Cessation Effective Date with respect to HONIA has not occurred, then, in respect of any day for which HONIA is required, references to HONIA will be deemed to be references to the last provided or published HONIA.

Fallback Index Cessation Effective Date with respect to HONIA

If a Fallback Index Cessation Effective Date occurs with respect to each of Fallback Rate (HONIA) and HONIA, then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA) (or, if later, the Fallback Index Cessation Effective Date with respect to HONIA) will be the HKD Recommended Rate, to which the Calculation Agent shall apply the most recently published spread, as at the Fallback Index Cessation Effective Date with respect to Fallback Rate (HONIA), referred to in the definition of “Fallback Rate (HONIA)” after making such adjustments to the HKD Recommended Rate as are necessary to account for any difference in term structure or tenor of the HKD Recommended Rate by comparison to Fallback Rate (HONIA) and by reference to the Bloomberg IBOR Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to HKD Recommended Rate

If neither the administrator nor authorized distributors provide or publish the HKD Recommended Rate and a Fallback Index Cessation Effective Date with respect to the HKD Recommended Rate has not occurred, then, in respect of any day for which the HKD Recommended Rate is required, references to the HKD Recommended Rate will be deemed to be references to the last provided or published HKD Recommended Rate.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.9 and Section 8.5.

If the rate for a Reset Date is determined by reference to Fallback Rate (HONIA), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and

references to an “Original IBOR Rate Record Day” are to that term as used on the Fallback Rate (HONIA) Screen.

Definitions

For these purposes:

“**Original HKD Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, that Reset Date;

“**HIBOR**” means the rate of interest offered on Hong Kong Dollar loans by banks in the interbank market known as the Hong Kong Interbank Offered Rate provided by the Treasury Markets Association, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (HONIA)**” means the term adjusted HONIA rate plus the spread relating to HIBOR, in each case, for a period of the Designated Maturity provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted HONIA and the spread, on the Fallback Rate (HONIA) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (HONIA) Screen**” means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for HIBOR for a period of the Designated Maturity accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time); and

“**HKD Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for HONIA by the administrator of HONIA or by a committee officially endorsed or convened by the administrator of HONIA for the purpose of recommending a replacement for HONIA (which rate may be produced by the administrator of HONIA or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

SOR

SGD-SOR-VWAP

Section 7.1 Rate Options.

Section 7.1(t)(iii) (“SGD-SOR-VWAP”) is amended by deleting it in its entirety and restating as follows:

- “(iii) “SGD-SOR-VWAP” means that the rate for a Reset Date will be SOR for a period of the Designated Maturity which appears on the Reuters Screen ABSFIX01 Page under the heading “SGD SOR rates” as of 12:00 p.m. (noon), London time (or any amended publication time as specified by the SOR benchmark administrator in the SOR benchmark methodology), on the day that is two Singapore and London Banking Days preceding that Reset Date.

No Index Cessation Effective Date

If such rate does not appear on the Reuters Screen ABSFIX01 Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be any substitute rate announced by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of that rate). If ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of that rate) does not announce such rate by 9:00 p.m., Singapore time, on the day that is two Singapore and London Banking Days preceding the relevant Reset Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of SOR; or
- (B) a rate formally recommended for use by the Monetary Authority of Singapore (or any other supervisor which is responsible for supervising SOR or the administrator of SOR) or a committee officially endorsed or convened by the Monetary Authority of Singapore (or any other supervisor which is responsible for supervising SOR or the administrator of SOR),

in each case, during the period of non-publication of SOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for SOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing SOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

Index Cessation Effective Date

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more Singapore and London Banking Days after the Index Cessation Effective Date will be determined as if references to SGD-SOR-VWAP were references to Fallback Rate (SOR) for the ‘Original SOR Rate Record Day’ that corresponds to the Original SOR Fixing Date, as most recently provided or published as at 11:30 a.m., New York City time on the related Fallback Observation Day. If neither ABS Benchmarks Administration Co Pte. Ltd. (or a successor provider) provides, nor authorized distributors publish, Fallback Rate (SOR) for

that 'Original SOR Rate Record Day' at, or prior to, 11:30 a.m., New York City time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR) has not occurred, then the rate for the Reset Date will be Fallback Rate (SOR) as most recently provided or published at that time for the most recent 'Original SOR Rate Record Day', notwithstanding that such day does not correspond to the Original SOR Fixing Date.

For the purposes of this Rate Option only, an Index Cessation Event will also occur if SOR for a period of the Designated Maturity does not appear on the Reuters Screen ABSFIX01 Page and, as of the day that is two Singapore and London Banking Days preceding the Reset Date, U.S. Dollar LIBOR for a period of the Designated Maturity has been permanently discontinued or is Non-Representative and there is either no U.S. Dollar LIBOR which has not been permanently discontinued and which is not Non-Representative for a period which is longer than the Designated Maturity or no U.S. Dollar LIBOR which has not been permanently discontinued and which is not Non-Representative for a period which is shorter than the Designated Maturity. The related Index Cessation Effective Date shall be the first date on which there is no such longer or shorter rate (or, if later, the first date on which U.S. Dollar LIBOR for a period of the Designated Maturity is permanently unavailable or Non-Representative).

Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (SOR), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR) will be the MAS Recommended Rate.

No Fallback Index Cessation Effective Date with respect to MAS Recommended Rate

If there is a MAS Recommended Rate before the end of the first Singapore Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR) but neither the administrator nor authorized distributors provide or publish the MAS Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the MAS Recommended Rate is required, references to the MAS Recommended Rate will be deemed to be references to the last provided or published MAS Recommended Rate.

No MAS Recommended Rate or Fallback Index Cessation Effective Date with respect to MAS Recommended Rate

If:

- (A) there is no MAS Recommended Rate before the end of the first Singapore Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR); or
- (B) there is a MAS Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (SOR) or the Fallback Index Cessation Effective Date with respect to the MAS

Recommended Rate (as applicable) will be the Singapore Overnight Rate Average as provided by the Monetary Authority of Singapore (or a successor administrator) on the Monetary Authority of Singapore's Website (or as published by its authorized distributors) ("SORA"), to which the Calculation Agent shall make such adjustments as are necessary to account for any difference in term structure or tenor of SORA by comparison to Fallback Rate (SOR) and by reference to the Calculation Methodology for Fallback Rate (SOR).

No Fallback Index Cessation Effective Date with respect to SORA

If neither the administrator nor authorized distributors provide or publish SORA and a Fallback Index Cessation Effective Date with respect to SORA has not occurred, then, in respect of any day for which SORA is required, references to SORA will be deemed to be references to the last provided or published SORA.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.10 and Section 7.11.

If the rate for a Reset Date is determined by reference to Fallback Rate (SOR), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to "Business Days" will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an "Original SOR Rate Record Day" are to that term as used on the Fallback Rate (SOR) Screen.

Definitions

For these purposes:

"Original SOR Fixing Date" means, in respect of a Reset Date and unless otherwise agreed, the day that is two Singapore and London Banking Days preceding that Reset Date;

"SOR" means the synthetic rate for deposits in Singapore Dollars known as the Singapore Dollar Swap Offer Rate provided by ABS Benchmarks Administration Co Pte. Ltd., as the administrator of the benchmark, (or a successor administrator);

"Fallback Rate (SOR)" means the rate based on actual transactions in the U.S. Dollar/Singapore Dollar foreign exchange swap market and a U.S. Dollar interest rate calculated by reference to "Fallback Rate (SOFR)" (as set out in the definition of "USD-LIBOR-BBA") including any fallback rate that may apply pursuant to that definition for a period of the Designated Maturity provided by ABS Benchmarks Administration Co Pte. Ltd. (or a successor provider), as the provider of Fallback Rate (SOR), on the Fallback Rate (SOR) Screen (or by other means) or provided to, and published by, authorized distributors;

"Fallback Rate (SOR) Screen" means the Refinitiv Screen corresponding to the Refinitiv ticker for the fallback for SOR for a period of the Designated Maturity accessed via the Refinitiv Screen <FBKSORFIX> (or, if applicable, accessed via the relevant Refinitiv Screen for 'price history') or any other published source designated by ABS Benchmarks Administration Co Pte. Ltd. (or a successor provider);

"Calculation Methodology for Fallback Rate (SOR)" means the Calculation Methodology for Fallback Rate (SOR) published by ABS Benchmarks Administration Co Pte. Ltd. as updated from time to time; and

“MAS Recommended Rate” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for Fallback Rate (SOR) by the Monetary Authority of Singapore or by a committee officially endorsed or convened by the Monetary Authority of Singapore (which rate may be produced by the Monetary Authority of Singapore or another administrator) and as provided by the administrator of that rate in respect of the Reset Date or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

THBFIX

THB-THBFIX-Reuters

Section 7.1 Rate Options.

Section 7.1(aa)(i) (“THB-THBFIX-Reuters”) is amended by deleting it in its entirety and restating as follows:

- “(i) “THB-THBFIX-Reuters” means that the rate for a Reset Date will be THBFIX for a period of the Designated Maturity which appears on the Reuters Screen THBFIX Page as of 11:55 a.m., London time (or any amended publication time as specified by the THBFIX benchmark administrator in the THBFIX benchmark methodology), on the day that is two Bangkok Banking Days preceding that Reset Date.

No Index Cessation Effective Date

If such rate does not appear on the Reuters Screen THBFIX Page and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be determined as if the parties had specified “THB-THBFIX-Reference Banks” as the applicable Floating Rate Option. If the rate cannot be determined pursuant to “THB-THBFIX-Reference Banks” and an Index Cessation Effective Date has not occurred, then the rate for that Reset Date will be determined by the Calculation Agent taking into consideration all available information that in good faith it deems relevant.

Index Cessation Effective Date

Upon the occurrence of an Index Cessation Event, the rate for a Reset Date occurring two or more Bangkok Banking Days after the Index Cessation Effective Date will be determined as if references to THB-THBFIX-Reuters were references to Fallback Rate (THBFIX) for the ‘Original THBFIX Rate Record Day’ that corresponds to the Original THBFIX Fixing Date, as most recently provided or published as at 10:00 a.m., Bangkok time on the related Fallback Observation Day. If neither the Bank of Thailand (or a successor provider) provides, nor authorized distributors publish, Fallback Rate (THBFIX) for that ‘Original THBFIX Rate Record Day’ at, or prior to, 10:00 a.m., Bangkok time on the related Fallback Observation Day and a Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX) has not occurred, then the rate for the Reset Date will be Fallback Rate (THBFIX) as most recently provided or published at that time for the most recent ‘Original THBFIX Rate Record Day’, notwithstanding that such day does not correspond to the Original THBFIX Fixing Date.

For the purposes of this Rate Option only, an Index Cessation Event will also occur if THBFIX for a period of the Designated Maturity does not appear on the Reuters Screen THBFIX Page and, as of the day that is two Bangkok Banking Days preceding the Reset Date, U.S. Dollar LIBOR for a period of the Designated Maturity has been permanently discontinued or is Non-Representative and there is either no U.S. Dollar LIBOR which has not been permanently discontinued and which is not Non-Representative for a period which is longer than the Designated Maturity or no U.S. Dollar LIBOR which has not been permanently discontinued and which is not Non-Representative for a period which is shorter than the Designated Maturity. The related Index Cessation Effective Date shall be the first date on which there is no such longer or shorter rate (or, if later, the first date on which U.S. Dollar LIBOR for a period of the Designated Maturity is permanently unavailable or Non-Representative).

Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX)

Upon the occurrence of a Fallback Index Cessation Event with respect to Fallback Rate (THBFIX), the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX) will be the BOT Recommended Rate.

No Fallback Index Cessation Effective Date with respect to BOT Recommended Rate

If there is a BOT Recommended Rate before the end of the first Bangkok Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX) but neither the administrator nor authorized distributors provide or publish the BOT Recommended Rate and a Fallback Index Cessation Effective Date with respect to it has not occurred, then, in respect of any day for which the BOT Recommended Rate is required, references to the BOT Recommended Rate will be deemed to be references to the last provided or published BOT Recommended Rate.

No BOT Recommended Rate or Fallback Index Cessation Effective Date with respect to BOT Recommended Rate

If:

- (A) there is no BOT Recommended Rate before the end of the first Bangkok Banking Day following the Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX); or
- (B) there is a BOT Recommended Rate and a Fallback Index Cessation Effective Date subsequently occurs with respect to it,

then the rate for a Reset Date which relates to a Calculation Period (or any Compounding Period included in that Calculation Period) in respect of which the Fallback Observation Day occurs on or after the Fallback Index Cessation Effective Date with respect to Fallback Rate (THBFIX) or the Fallback Index Cessation Effective Date with respect to the BOT Recommended Rate (as applicable) will be the Thai Overnight Repurchase Rate provided by the Bank of Thailand as administrator of the benchmark (or a successor administrator) on the Bank of Thailand's Website (or as published by its authorized distributors) ("THOR"), to which the Calculation Agent shall make such adjustments as are necessary to account for any difference in term structure or tenor of THOR by comparison to Fallback Rate (THBFIX) and by reference to the Bank of Thailand THBFIX Fallback Rate Adjustments Rule Book.

No Fallback Index Cessation Effective Date with respect to THOR

If neither the administrator nor authorized distributors provide or publish THOR and a Fallback Index Cessation Effective Date with respect to THOR has not occurred, then, in respect of any day for which THOR is required, references to THOR will be deemed to be references to the last provided or published THOR.

The provisions set out in this Rate Option are, without limitation, subject to Section 7.8, Section 7.10 and Section 7.11.

If the rate for a Reset Date is determined by reference to Fallback Rate (THBFIX), Section 7.6 shall not apply.

For the purposes of this Rate Option and references to Fallback Observation Day in this Rate Option, references to “Business Days” will be to those Business Days applicable for the purposes of the payment obligation which is calculated by reference to this Rate Option and references to an “Original THBFIX Rate Record Day” are to that term as used on the Fallback Rate (THBFIX) Screen.

Definitions

For these purposes:

“**Original THBFIX Fixing Date**” means, in respect of a Reset Date and unless otherwise agreed, the day that is two Bangkok Banking Days preceding that Reset Date;

“**THBFIX**” means the synthetic rate for deposits in Thai Baht derived from the swap offered points known as the Thai Baht Interest Rate Fixing provided by the Bank of Thailand, as the administrator of the benchmark, (or a successor administrator);

“**Fallback Rate (THBFIX)**” means the rate based on actual transactions in the U.S. Dollar/Thai Baht foreign exchange swap market and a U.S. Dollar interest rate calculated by reference to “Fallback Rate (SOFR)” (as set out in the definition of “USD-LIBOR-BBA”) including any fallback rate that may apply pursuant to that definition for a period of the Designated Maturity provided by the Bank of Thailand (or a successor provider), as the provider of Fallback Rate (THBFIX), on the Fallback Rate (THBFIX) Screen (or by other means) or provided to, and published by, authorized distributors;

“**Fallback Rate (THBFIX) Screen**” means the Refinitiv Screen corresponding to the Refinitiv ticker for the fallback for THBFIX for a period of the Designated Maturity accessed via the Refinitiv Screen <FBKTHBFIX> (or, if applicable, accessed via the relevant Refinitiv Screen for ‘price history’) or any other published source designated by the Bank of Thailand (or a successor provider);

“**Bank of Thailand THBFIX Fallback Rate Adjustments Rule Book**” means the THBFIX Fallback Rate Adjustments Rule Book published by the Bank of Thailand as updated from time to time; and

“**BOT Recommended Rate**” means the rate (inclusive of any spreads or adjustments) recommended as the replacement for Fallback Rate (THBFIX) by the Bank of Thailand or by a committee officially endorsed or convened by the Bank of Thailand (which rate may be produced by the Bank of Thailand or another administrator) and as provided by the administrator of that rate in respect of the Reset Date or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor.”.

Certain General Definitions Relating to Floating Rate Options

- (a) Section 7.2(a) is hereby amended by adding a new Section 7.2(a)(xxix)⁴ as follows:

“Refinitiv Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Refinitiv service, or any Successor Source.

- (b) Section 7.3 is hereby amended by adding the following immediately after Section 7.3(h):

“(i) “Index Cessation Event” means, in respect of an Applicable Rate:

- (i) a public statement or publication of information by or on behalf of the administrator of the Applicable Rate announcing that it has ceased or will cease to provide the Applicable Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Applicable Rate;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Applicable Rate, the central bank for the currency of the Applicable Rate, an insolvency official with jurisdiction over the administrator for the Applicable Rate, a resolution authority with jurisdiction over the administrator for the Applicable Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Applicable Rate, which states that the administrator of the Applicable Rate has ceased or will cease to provide the Applicable Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Applicable Rate; or
- (iii) if the Applicable Rate is Sterling LIBOR, Swiss Franc LIBOR, U.S. Dollar LIBOR, Euro LIBOR or Yen LIBOR only, a public statement or publication of information by the regulatory supervisor for the administrator of such Applicable Rate announcing that (A) the regulatory supervisor has determined that such Applicable Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Rate is intended to measure and that representativeness will not be restored and (B) it is being made in the awareness that the statement or publication will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts.

An Index Cessation Event may also occur in accordance with Section 7.1(t)(iii), Section 7.1(aa)(i) or Section 8.5.

- (j) “Index Cessation Effective Date” means, in respect of an Applicable Rate and one or more Index Cessation Events, the first date on which the Applicable Rate is no longer provided or, in respect of a LIBOR Rate Option (as defined in Section 8.6(p)), the first date on which the Applicable Rate is either (i) Non-Representative by reference to the most recent statement or publication contemplated in Section 7.3(i)(iii) and even if such Applicable Rate continues to be provided on such date or (ii) no longer provided. If the Applicable Rate ceases to be provided on the Relevant Original Fixing Date but it was provided (and, in respect of a LIBOR Rate Option, is not Non-Representative) at the

⁴ Supplement number 19 to the 2006 ISDA Definitions added certain information sources at Section 7.2(a)(xiv), (xv) and (xvi). Those sources should have been added at Sections 7.2(a)(xvi), (xvii) and (xviii). Subsequent Supplements have followed on from the numbering error in Supplement 19. Despite this, reference is made to Section 7.2(a)(xxix) (which is the correct Section number) here.

time at which it is to be observed pursuant to the terms of the relevant Rate Option, then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published. An Index Cessation Effective Date may also occur in accordance with Section 7.1(t)(iii), Section 7.1(aa)(i) or Section 8.5.

- (k) “Applicable Rate” means, in respect of a Swap Transaction, for the purposes of:
 - (i) Section 7.1(w)(i) and Section 7.1(w)(ii), Sterling LIBOR;
 - (ii) Section 7.1(y)(i) and Section 7.1(y)(ii), Swiss Franc LIBOR;
 - (iii) Section 7.1(ab)(xxii) and Section 7.1(ab)(xxiii), U.S. Dollar LIBOR;
 - (iv) Section 7.1(f)(v) and Section 7.1(f)(vi), Euro LIBOR;
 - (v) Section 7.1(f)(i), EURIBOR;
 - (vi) Section 7.1(l)(iii), Section 7.1(l)(iv) and Section 7.1(l)(v), Yen LIBOR;
 - (vii) Section 7.1(l)(xviii) and Section 7.1(l)(viii), Yen TIBOR;
 - (viii) Section 7.1(l)(ix), Euroyen TIBOR;
 - (ix) Section 7.1(a)(iii), Section 7.1(a)(iv) and Section 7.1(a)(v), BBSW;
 - (x) Section 7.1(b)(i) and Section 7.1(b)(ii), CDOR;
 - (xi) Section 7.1(g)(iii) and Section 7.1(g)(iv), HIBOR; and
 - (xii) Section 7.1(t)(iii) and Section 7.1(aa)(i), U.S. Dollar LIBOR.
- (l) “Fallback Index Cessation Event” means, in respect of an Applicable Fallback Rate:
 - (i) a public statement or publication of information by or on behalf of the administrator or provider of the Applicable Fallback Rate announcing that it has ceased or will cease to provide the Applicable Fallback Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Fallback Rate; or
 - (ii) if the Applicable Fallback Rate is:
 - (A) Fallback Rate (SONIA), Fallback Rate (SARON), Fallback Rate (SOFR), Fallback Rate (EuroSTR), Fallback Rate (TONA), Fallback Rate (AONIA), Fallback Rate (CORRA) or Fallback Rate (HONIA), a public statement or publication of information by the regulatory supervisor for the administrator of the Underlying Rate, the central bank for the currency of the Underlying Rate, an insolvency official with jurisdiction over the administrator for the Underlying Rate, a resolution authority with jurisdiction over the administrator for the Underlying Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Underlying Rate, which states that the administrator of the Underlying Rate has ceased or will cease to provide the Underlying Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no

successor administrator that will continue to provide the Underlying Rate;
or

- (B) SONIA, the GBP Recommended Rate, SARON, the NWG Recommended Rate, the Modified SNB Policy Rate, SOFR, the Fed Recommended Rate, OBFR, the FOMC Target Rate, EuroSTR, the ECB Recommended Rate, Modified EDJR, TONA, the JPY Recommended Rate, AONIA, the RBA Recommended Rate, CORRA, the CAD Recommended Rate, the BOC Target Rate, HONIA, the HKD Recommended Rate, Fallback Rate (SOR), the MAS Recommended Rate, SORA, Fallback Rate (THBFX), the BOT Recommended Rate or THOR, a public statement or publication of information by the regulatory supervisor for the administrator or provider of the Applicable Fallback Rate, the central bank for the currency of the Applicable Fallback Rate, an insolvency official with jurisdiction over the administrator or provider for the Applicable Fallback Rate, a resolution authority with jurisdiction over the administrator or provider for the Applicable Fallback Rate or a court or an entity with similar insolvency or resolution authority over the administrator or provider for the Applicable Fallback Rate, which states that the administrator or provider of the Applicable Fallback Rate has ceased or will cease to provide the Applicable Fallback Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Fallback Rate.

If the Applicable Fallback Rate is the Modified SNB Policy Rate or Modified EDJR, references to the administrator or provider of such rate in this Section 7.3(l) shall be deemed to be references to the administrator or provider of the index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate or Modified EDJR, as applicable.

- (m) “Fallback Index Cessation Effective Date” means, in respect of a Fallback Index Cessation Event, the first date on which the Applicable Fallback Rate is no longer provided. If the Applicable Fallback Rate ceases to be provided on the same day that it is required to determine the rate for a Reset Date pursuant to the terms of the relevant Rate Option but it was provided at the time at which it is to be observed pursuant to the terms of the relevant Rate Option (or, if no such time is specified in the relevant Rate Option, at the time at which it is ordinarily published), then the Fallback Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published. If the Applicable Fallback Rate is the Modified SNB Policy Rate or Modified EDJR, references to the Applicable Fallback Rate in this Section 7.3(m) shall be deemed to be references to the index, benchmark or other price source that is referred to in the definition of Modified SNB Policy Rate or Modified EDJR, as applicable.
- (n) “Applicable Fallback Rate” means, in respect of a Swap Transaction, for the purposes of:
- (i) Section 7.1(w)(i) and Section 7.1(w)(ii), Fallback Rate (SONIA);
 - (ii) Section 7.1(y)(i) and Section 7.1(y)(ii), Fallback Rate (SARON);
 - (iii) Section 7.1(ab)(xxii) and Section 7.1(ab)(xxiii), Fallback Rate (SOFR);
 - (iv) Section 7.1(f)(v), Section 7.1(f)(vi), and Section 7.1(f)(i), Fallback Rate (EuroSTR);

- (v) Section 7.1(l)(iii), Section 7.1(l)(iv), Section 7.1(l)(v), Section 7.1(l)(xviii), Section 7.1(l)(viii) and Section 7.1(l)(ix), Fallback Rate (TONA);
- (vi) Section 7.1(a)(iii), Section 7.1(a)(iv) and Section 7.1(a)(v), Fallback Rate (AONIA);
- (vii) Section 7.1(b)(i) and Section 7.1(b)(ii), Fallback Rate (CORRA);
- (viii) Section 7.1(g)(iii) and Section 7.1(g)(iv), Fallback Rate (HONIA);
- (ix) Section 7.1(t)(iii), Fallback Rate (SOR); and
- (x) Section 7.1(aa)(i), Fallback Rate (THBFIX),

or, in each case, any other subsequent fallback contemplated within such Section.

- (o) “Underlying Rate” means, if the Applicable Fallback Rate is: (i) Fallback Rate (SONIA), SONIA; (ii) Fallback Rate (SARON), SARON; (iii) Fallback Rate (SOFR), SOFR; (iv) Fallback Rate (EuroSTR), EuroSTR; (v) Fallback Rate (TONA), TONA; (vi) Fallback Rate (AONIA), AONIA; (vii) Fallback Rate (CORRA), CORRA and (viii) Fallback Rate (HONIA), HONIA.
- (p) “Relevant Original Fixing Date” means for the purposes of:
 - (i) Section 7.1(w)(i) and Section 7.1(w)(ii), the Original GBP Fixing Date;
 - (ii) Section 7.1(y)(i) and Section 7.1(y)(ii), the Original CHF Fixing Date;
 - (iii) Section 7.1(ab)(xxii) and Section 7.1(ab)(xxiii), the Original USD Fixing Date;
 - (iv) Section 7.1(f)(v) and Section 7.1(f)(vi) and Section 7.1(f)(i), the Original EUR Fixing Date;
 - (v) Section 7.1(l)(iii), Section 7.1(l)(iv) and Section 7.1(l)(v), the Original JPY LIBOR Fixing Date;
 - (vi) Section 7.1(l)(xviii) and Section 7.1(l)(viii), the Original JPY TIBOR Fixing Date;
 - (vii) Section 7.1(l)(ix), the Original Euroyen TIBOR Fixing Date;
 - (viii) Section 7.1(a)(iii), Section 7.1(a)(iv) and Section 7.1(a)(v), the Original AUD Fixing Date;
 - (ix) Section 7.1(b)(i) and Section 7.1(b)(ii), the Original CAD Fixing Date;
 - (x) Section 7.1(g)(iii) and Section 7.1(g)(iv), the Original HKD Fixing Date;
 - (xi) Section 7.1(t)(iii), the Original SOR Fixing Date; and
 - (xii) Section 7.1(aa)(i), the Original THBFIX Fixing Date.
- (q) “Non-Representative” means, in respect of a LIBOR Rate Option (as defined in Section 8.6(p)), the regulatory supervisor for the administrator of the Applicable Rate:

- (i) has determined and announced that the Applicable Rate is no longer representative of the underlying market and economic reality it is intended to measure and representativeness will not be restored; and
- (ii) is aware that certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts have been or are engaged,

provided that such Applicable Rate will be 'Non-Representative' by reference to the date indicated in the most recent statement or publication contemplated in Section 7.3(i)(iii).

- (r) For the purposes of Section 7.1(t)(iii), Section 7.1(aa)(i), Section 7.9, Section 7.10, Section 8.5 and Section 8.6, references to the 'Applicable Rate' in the definition of 'Non-Representative' will be deemed to be references to the relevant tenor of the Applicable Rate.
- (s) For the purposes of Section 7.1(t)(iii), Section 7.1(aa)(i), Section 7.9, Section 7.10, Section 7.11, Section 8.5 and Section 8.6, references to a rate being permanently unavailable, permanently discontinued or permanently ceasing to be provided, shall be deemed to be references to such rate being permanently unavailable, permanently discontinued or permanently ceasing to be provided following a public statement or publication of information which would constitute an Index Cessation Event in accordance with Section 7.3(i)(i) or (ii) in respect of that rate in the relevant tenor.
- (t) "Fallback Observation Day" means, in respect of a Reset Date and the Calculation Period (or any Compounding Period included in that Calculation Period) to which that Reset Date relates, unless otherwise agreed, the day that is two Business Days preceding the related Payment Date.
- (u) "Bloomberg IBOR Fallback Rate Adjustments Rule Book" means the IBOR Fallback Rate Adjustments Rule Book published by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) as updated from time to time in accordance with its terms."
- (c) Section 7.6(a) is hereby amended by inserting the words "Refinitiv Screen, New York Fed's Website, Federal Reserve's Website," after the words "is based on information obtained from the".
- (d) Section 7.7 is hereby amended by inserting the sentence "If the applicable Floating Rate Option is specified by reference to either the "HKD-HIBOR-HKAB" or "HKD-HIBOR-HKAB-Bloomberg" Rate Option and an Index Cessation Effective Date in respect of HIBOR has occurred, this Section 7.7 shall cease to apply with respect to those Rate Options." at the end of that Section 7.7.
- (e) Article 7 is hereby amended by adding the following immediately after Section 7.7:

"7.8 Acknowledgement Regarding any Modification to a Floating Rate Option.

 - (a) If, in respect of a Swap Transaction, the definition, methodology, formula or other means of calculating the Floating Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Floating Rate Option) is modified, each party acknowledges that, unless otherwise specified or agreed,

references to that Floating Rate Option (or the index, benchmark or other price source that is referred to in the Floating Rate Option) shall be to the Floating Rate Option (or the index, benchmark or other price source that is referred to in the Floating Rate Option) as modified.

- (b) In the event of any inconsistency between the provisions of Section 7.8 and the provisions of a Rate Option in Section 7.1 (including any terms used in Section 7.1 and defined in Section 7.3 and including Section 8.5 as it applies to that Rate Option), the provisions of the Rate Option (including Section 8.5 as it applies to that Rate Option) shall prevail.

7.9 Fallbacks for key IBOR Rate Options for certain Calculation Periods to which “Linear Interpolation” is specified to be applicable.

- (a) In respect of any Calculation Period to which “Linear Interpolation” is specified to be applicable, if the Relevant Rate for the Reset Date in respect of that Calculation Period, or any Compounding Period included in that Calculation Period, is to be determined by reference to a Rate Option in any of the Sections referenced in Section 7.3(k)(i) to (xi), then:
 - (i) subject to sub-section (ii) below, Section 8.3 shall apply, provided that:
 - (A) in respect of a LIBOR Rate Option (as defined in Section 8.6(p)), the words “and which are not Non-Representative” shall be deemed to be inserted before the words “next shorter” and “next longer” in Section 8.3;
 - (B) the reference to the “relevant Floating Rate Option” in Section 8.3 shall be without regard to any fallback specified for such Floating Rate Option if the primary method specified for such Floating Rate Option is not provided by the Administrator (as defined in Section 8.6(a)), does not appear in a specified source, including on a specified screen or a specified page, or, is Non-Representative; and
 - (C) if one or more alternative Designated Maturities by reference to which the Relevant Rate is to be determined have been agreed by the parties pursuant to Section 8.3 and the Applicable Rate for that Rate Option with any such Designated Maturity has been permanently discontinued (or, in respect of a LIBOR Rate Option, is Non-Representative), then Section 8.5 shall apply (except that the paragraph immediately following sub-paragraph (iii) in Section 8.5 shall not apply);
 - (ii) if:
 - (A) a tenor of the Applicable Rate for the Rate Option that is to be used to determine a rate for a Reset Date has been permanently discontinued (or, in respect of a LIBOR Rate Option, is Non-Representative);
 - (B) in respect of that Reset Date, Section 8.3 does not apply because:
 - (I) there is either no rate available (or, in respect of a LIBOR Rate Option, no rate available which is not Non-Representative) next shorter than the length of the Calculation Period or

Compounding Period or no rate available (or, in respect of a LIBOR Rate Option, no rate available which is not Non-Representative) next longer than the length of the Calculation Period or Compounding Period; or

- (II) one or more alternative Designated Maturities by reference to which the Relevant Rate is to be determined have been agreed by the parties pursuant to Section 8.3 and the Applicable Rate for that Rate Option with that or those particular Designated Maturities has been permanently discontinued (or, in respect of a LIBOR Rate Option, is Non-Representative); and
- (C) in respect of that Reset Date, Section 8.5 (as deemed amended pursuant to sub-section (i) above) does not apply because there is either no Nearest Long Rate or no Nearest Short Rate,

then, notwithstanding the terms of the relevant Rate Option, the Relevant Rate for the Reset Date in respect of that Calculation Period, or any Compounding Period included in that Calculation Period, shall be determined in accordance with the following formula:

Adjusted RFR + Interpolated Spread

where:

“Adjusted RFR” is determined in accordance with the following formula:

$$\frac{\text{Day Count}_{\text{LIBOR}}}{\text{Day Count}_{\text{RFR}}} \times \frac{\text{Day Count}_{\text{RFR}}}{d} \times \left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{RFR}_i \times n_i}{\text{Day Count}_{\text{RFR}}} \right) - 1 \right];$$

“ d_0 ” is the number of Reference Rate Business Days in the relevant Observation Period;

“Observation Period” is, for any Calculation Period or Compounding Period, the period from, and including, the Observation Period Start Date to, but excluding, the Observation Period End Date;

“Observation Period Start Date” is the date that is two Applicable Reference Rate Business Days preceding the first day of the relevant Calculation Period or Compounding Period;

“Observation Period End Date” is the date that is two Applicable Reference Rate Business Days preceding the Period End Date or Compounding Date at the end of the relevant Calculation Period or Compounding Period, except that for the final Calculation Period or Compounding Period, the Observation Period End Date shall be the date that is two Applicable Reference Rate Business Days preceding the Termination Date;

“ i ” is a series of whole numbers from one to d_0 , each representing the relevant Reference Rate Business Day in chronological order from, and including, the first Applicable Reference Rate Business Day in the relevant Observation Period;

“RFR_i”, for any day “i” in the Observation Period, is a rate equal to:

- (a) if the Floating Rate Option is GBP-LIBOR-BBA or GBP-LIBOR-BBA-Bloomberg, SONIA (as defined in that Rate Option);
- (b) if the Floating Rate Option is CHF-LIBOR-BBA or CHF-LIBOR-BBA-Bloomberg, SARON (as defined in that Rate Option);
- (c) if the Floating Rate Option is USD-LIBOR-BBA or USD-LIBOR-BBA-Bloomberg, SOFR (as defined in that Rate Option);
- (d) if the Floating Rate Option is EUR-LIBOR-BBA, EUR-LIBOR-BBA-Bloomberg or EUR-EURIBOR-Reuters, EuroSTR (as defined in that Rate Option);
- (e) if the Floating Rate Option is JPY-LIBOR-FRASETT, JPY-LIBOR-BBA, JPY-LIBOR-BBA-Bloomberg, JPY-TIBOR-17097, JPY-TIBOR-TIBM (All Banks)-Bloomberg or JPY-TIBOR-ZTIBOR, TONA (as defined in that Rate Option);
- (f) if the Floating Rate Option is AUD-BBR-AUBBSW, AUD-BBR-BBSW or AUD-BBR-BBSW-Bloomberg, AONIA (as defined in that Rate Option);
- (g) if the Floating Rate Option is CAD-BA-CDOR or CAD-BA-CDOR-Bloomberg, CORRA (as defined in that Rate Option); or
- (h) if the Floating Rate Option is HKD-HIBOR-HKAB or HKD-HIBOR-HKAB-Bloomberg, HONIA (as defined in that Rate Option),

in each case, in respect of that day as provided by the administrator thereof;

“n_i” is the number of calendar days from, and including, the day i to, but excluding, the next Reference Rate Business Day;

“Day Count_{RFR}” is the day count basis with respect to RFR_i (as shown in Table 4 (*Reference Rate Information*) in Appendix A (*Rate Adjustment Information*) of the Bloomberg IBOR Fallback Rate Adjustments Rule Book);

“Day Count_{IBOR}” is the day count basis with respect to the relevant “IBOR” (as shown in Table 2 (*IBOR Information*) in Appendix A (*Rate Adjustment Information*) of the Bloomberg IBOR Fallback Rate Adjustments Rule Book);

“d” is the number of calendar days in the relevant Observation Period;

“Applicable Reference Rate Business Day” is a day which is both a Reference Rate Business Day and a Business Day applicable for the purposes of the payment obligation which is calculated by reference to the relevant Rate Option;

“Reference Rate Business Day” has the meaning given to it in the Bloomberg IBOR Fallback Rate Adjustments Rule Book;

“Spread Adjustment” has the meaning given to it in the Bloomberg IBOR Fallback Rate Adjustments Rule Book;

“Spread Adjustment Fixing Date” has the meaning given to it in the Bloomberg IBOR Fallback Rate Adjustments Rule Book;

“Interpolated Spread” is, in respect of the relevant Floating Rate Option and the Applicable Rate:

- (a) if Spread Adjustment Fixing Dates have, on or prior to the Observation Period End Date, occurred for Tenors which are both shorter and longer than the length of the relevant Calculation Period or Compounding Period, a rate determined by the Calculation Agent through the use of straight-line interpolation by reference to two Spread Adjustments, in each case as published by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) on the Relevant Spread Screen, one corresponding to the Tenor next shorter than the length of the relevant Calculation Period or Compounding Period and the other corresponding to the Tenor next longer than the length of the relevant Calculation Period or Compounding Period;
- (b) if a Spread Adjustment Fixing Date has occurred only for either a Tenor shorter than the length of the relevant Calculation Period or Compounding Period or for a Tenor longer than the length of the relevant Calculation Period or Compounding Period, a rate equal to the Spread Adjustment published by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time) on the Relevant Spread Screen corresponding to the Tenor next shorter or next longer than the length of the relevant Calculation Period or Compounding Period, as the case may be;

“Tenor” has the meaning given to it in the Bloomberg IBOR Fallback Rate Adjustments Rule Book; and

“Relevant Spread Screen” is:

- (a) if the Floating Rate Option is GBP-LIBOR-BBA or GBP-LIBOR-BBA-Bloomberg, the Fallback Rate (SONIA) Screen (as defined in that Rate Option);
- (b) if the Floating Rate Option is CHF-LIBOR-BBA or CHF-LIBOR-BBA-Bloomberg, the Fallback Rate (SARON) Screen (as defined in that Rate Option);
- (c) if the Floating Rate Option is USD-LIBOR-BBA or USD-LIBOR-BBA-Bloomberg, the Fallback Rate (SOFR) Screen (as defined in that Rate Option);

- (d) if the Floating Rate Option is EUR-LIBOR-BBA, EUR-LIBOR-BBA-Bloomberg or EUR-EURIBOR-Reuters, the Fallback Rate (EuroSTR) Screen (as defined in that Rate Option);
 - (e) if the Floating Rate Option is JPY-LIBOR-FRASETT, JPY-LIBOR-BBA, JPY-LIBOR-BBA-Bloomberg, JPY-TIBOR-17097, JPY-TIBOR-TIBM (All Banks)-Bloomberg or JPY-TIBOR-ZTIBOR, the Fallback Rate (TONA) Screen (as defined in that Rate Option);
 - (f) if the Floating Rate Option is AUD-BBR-AUBBSW, AUD-BBR-BBSW or AUD-BBR-BBSW-Bloomberg, the Fallback Rate (AONIA) Screen (as defined in that Rate Option);
 - (g) if the Floating Rate Option is CAD-BA-CDOR or CAD-BA-CDOR-Bloomberg, the Fallback Rate (CORRA) Screen (as defined in that Rate Option); or
 - (h) if the Floating Rate Option is HKD-HIBOR-HKAB or HKD-HIBOR-HKAB-Bloomberg, the Fallback Rate (HONIA) Screen (as defined in that Rate Option); and
- (iii) if the Bloomberg IBOR Fallback Rate Adjustments Rule Book is updated such that defined terms used in sub-section (ii) above are no longer defined in the Bloomberg IBOR Fallback Rate Adjustments Rule Book or if the Bloomberg IBOR Fallback Rate Adjustments Rule Book is replaced, then, for the purposes of applying the formula set out in sub-section (ii) above, the Calculation Agent shall make such adjustments as are necessary to account for such differences or replacement.
- (b) In the event of any inconsistency between the provisions of this Section 7.9 and the provisions of a Rate Option in any of the Sections referenced in Section 7.3(k)(i) to (xi) (including, for the avoidance of doubt, where the provisions of a Rate Option provide for a fallback if a rate is permanently unavailable or, in respect of a LIBOR Rate Option, Non-Representative), this Section 7.9 shall prevail for the purposes of the relevant Calculation Period or Compounding Period (as applicable) to which this Section 7.9 relates.

7.10 Fallbacks for SGD-SOR-VWAP and THB-THBFIX-Reuters for Calculation Periods to which “Linear Interpolation” is specified to be applicable.

- (a) In respect of any Calculation Period to which “Linear Interpolation” is specified to be applicable, if the Relevant Rate for the Reset Date in respect of that Calculation Period, or any Compounding Period included in that Calculation Period, is to be determined by reference to SGD-SOR-VWAP or THB-THBFIX-Reuters, then:
 - (i) Section 8.3 shall apply provided that the reference to the “relevant Floating Rate Option” in Section 8.3 shall be without regard to any fallback specified for such Floating Rate Option if the primary method specified for such Floating Rate Option is not provided by the Administrator (as defined in Section 8.6(a)) or does not appear in a specified source, including on a specified screen or a specified page;
 - (ii) if, in respect of that Reset Date, Section 8.3 does not apply because:

- (A) there is either no rate available next shorter than the length of the Calculation Period or Compounding Period or no rate available next longer than the length of the Calculation Period or Compounding Period; or
- (B) one or more alternative Designated Maturities by reference to which the Relevant Rate is to be determined have been agreed by the parties pursuant to Section 8.3 and SOR or THBFIX, as applicable, with that or those particular Designated Maturities has been permanently discontinued,

then, the Calculation Agent shall determine the rate for that Reset Date in respect of that Calculation Period, or any Compounding Period included in that Calculation Period, in accordance with the following formula:

$$\left\{ \left(\frac{\text{Averaged Spot Rate} + \text{Interpolated Forward Points}}{\text{Averaged Spot Rate}} \right) \times \left(1 + \frac{\text{USD Rate} \times \# \text{ days}}{360} \right) - 1 \right\} \times \frac{365}{\# \text{ days}} \times 100$$

where:

“Averaged Spot Rate” means, if the Relevant Rate is to be determined by reference to:

- (a) SGD-SOR-VWAP, the average of the USD/SGD spot rate for the near leg of FX swaps that are next shorter than the length of the relevant Calculation Period or Compounding Period and the USD/SGD spot rate for the near leg of FX swaps that are next longer than the length of the Calculation Period or Compounding Period, each as is published on Reuters Screen <ABSFIX01> under the heading “SGD Reference” as of 4:45 p.m., Singapore time, on the Original SOR Fixing Date; or
- (b) THB-THBFIX-Reuters, the USD/THB spot rate published on Reuters Screen <THBFIX> as of 3:30 p.m., Bangkok time, on the Original THBFIX Fixing Date;

“Interpolated Forward Points” is the straight-line interpolation of the USD/SGD or USD/THB (as applicable) FX forward points for the far leg of FX swaps that are next shorter than the length of the relevant Calculation Period or Compounding Period and FX forward points for the far leg of FX swaps that are next longer than the length of the relevant Calculation Period or Compounding Period, each as is published on Reuters Screen <ABSFIX01> under the heading “SGD Fwd Pts” as of 4:45 p.m., Singapore time, on the Original SOR Fixing Date or on Reuters Screen <THBFIX> as of 5:00 p.m., Bangkok time, on the Original THBFIX Fixing Date (as applicable);

“USD Rate” means a rate that is determined:

- (a) through the use of straight-line interpolation by reference to two U.S. Dollar LIBOR rates, one of which shall be determined as if the Designated Maturity were the period of time for which U.S. Dollar

LIBOR rates have not been permanently discontinued and are not Non-Representative next shorter than the length of the Calculation Period or Compounding Period and the other of which shall be determined as if the Designated Maturity were the period of time for which U.S. Dollar LIBOR rates have not been permanently discontinued and are not Non-Representative next longer than the length of the Calculation Period or Compounding Period; or

- (b) if no such shorter or longer U.S. Dollar LIBOR rates are available, pursuant to the formula in Section 7.9(a)(ii) for that Calculation Period (or any Compounding Period included in that Calculation Period), as if USD-LIBOR-BBA were the applicable Floating Rate Option and as if the:
 - (i) “Observation Period Start Date” were the date that is two Observation Period Business Days preceding the first day of the relevant Calculation Period or Compounding Period. If such date is not a U.S. Government Securities Business Day, then the Observation Period Start Date shall be the first date prior to such date that is a U.S. Government Securities Business Day; and
 - (ii) “Observation Period End Date” were the date that is two Observation Period Business Days preceding the Period End Date or Compounding Date at the end of the relevant Calculation Period or Compounding Period, except that for the final Calculation Period or Compounding Period, the Observation Period End Date shall be the date that is two Observation Period Business Days preceding the Termination Date. In each case, if such date is not a U.S. Government Securities Business Day, then the Observation Period End Date shall be the first date prior to such date that is a U.S. Government Securities Business Day;

“Observation Period Business Day” is a day which is both (a) a Singapore Business Day or a Bangkok Business Day (as applicable) and (b) a Business Day applicable for the purposes of the payment obligation which is calculated by reference to the relevant Rate Option; and

“# days” means the number of calendar days in the Calculation Period or Compounding Period in respect of which the calculation is being made.

- (b) In the event of any inconsistency between the provisions of this Section 7.10 and the provisions of Section 7.1(t)(iii) (“SGD-SOR-VWAP”) or Section 7.1(aa)(i) (“THB-THBFIX-Reuters”), as applicable, (including, for the avoidance of doubt, where the provisions of Section 7.1(t)(iii) or Section 7.1(aa)(i), as applicable, provide for a fallback if SOR or THBFIX is unavailable), this Section 7.10 shall prevail for the purposes of the relevant Calculation Period or Compounding Period (as applicable).

7.11 Fallbacks for SGD-SOR-VWAP and THB-THBFIX-Reuters for Calculation Periods to which “Linear Interpolation” is not specified to be applicable and which are shorter than the Designated Maturity.

- (a) In respect of any Calculation Period to which “Linear Interpolation” is not specified to be applicable and which is shorter than the length of the Designated Maturity, if the Relevant Rate for the Reset Date in respect of that Calculation Period, or any Compounding Period included in that Calculation Period, is to be determined by reference to Fallback Rate (SOR) pursuant to the SGD-SOR-VWAP Rate Option or Fallback Rate (THBFIX) pursuant to the THB-THBFIX-Reuters Rate Option, then the Calculation Agent shall determine whether to apply Fallback Rate (SOR) or Fallback Rate (THBFIX), as applicable, in accordance with the provisions of that Rate Option or Modified Fallback Rate (SOR) or Modified Fallback Rate (THBFIX), as applicable.

For the purposes of this Section 7.11:

“Modified Fallback Rate (SOR)” will be determined by applying the FX Data to Fallback Rate (SOFR) (as set out in the definition of “USD-LIBOR-BBA”) for a period of the Designated Maturity for the ‘Original IBOR Rate Record Day’ that corresponds to the Original SOR Fixing Date, as most recently provided or published as at the SOR Cut-off Time or, if Fallback Rate (SOFR) for that ‘Original IBOR Rate Record Day’ has not been provided or published as at the SOR Cut-off Time, Fallback Rate (SOFR) for a period of the Designated Maturity as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original SOR Fixing Date;

“SOR Cut-off Time” means 11:30 a.m., New York City time on the Fallback Observation Day;

“Modified Fallback Rate (THBFIX)” will be determined by applying the FX Data to Fallback Rate (SOFR) (as set out in the definition of “USD-LIBOR-BBA”) for a period of the Designated Maturity for the ‘Original IBOR Rate Record Day’ that corresponds to the Original THBFIX Fixing Date, as most recently provided or published as at the THBFIX Cut-off Time or, if Fallback Rate (SOFR) for that ‘Original IBOR Rate Record Day’ has not been provided or published as at the THBFIX Cut-off Time, Fallback Rate (SOFR) for a period of the Designated Maturity as most recently provided or published at that time for the most recent ‘Original IBOR Rate Record Day’, notwithstanding that such day does not correspond to the Original THBFIX Fixing Date;

“THBFIX Cut-off Time” means 10:00 a.m., Bangkok time on the Fallback Observation Day; and

“FX Data” means (i) in respect of Modified Fallback Rate (SOR), the USD/SGD FX spot rates and forward points for a period of the Designated Maturity provided by ABS Benchmarks Administration Co Pte. Ltd. (or any successor administrator) on Reuters Screen <ABSFIX01> on the Original SOR Fixing Date and (ii) in respect of Modified Fallback Rate (THBFIX), the USD/THB FX spot rates and forward points for a period of the Designated Maturity provided by the Bank of Thailand (or any successor administrator) on Reuters Screen <THBFIX> on the Original THBFIX Fixing Date.

- (b) In the event of any inconsistency between the provisions of this Section 7.11 and the provisions of Section 7.1(t)(iii) (“SGD-SOR-VWAP”) or Section 7.1(aa)(i) (“THB-THBFIX-Reuters”), as applicable, (including, for the avoidance of doubt, where the provisions of Section 7.1(t)(iii) or Section 7.1(aa)(i), as applicable, provide for a fallback if SOR or THBFIX is unavailable), this Section 7.11 shall prevail for the purposes of the relevant Calculation Period or Compounding Period (as applicable).”.

Application of Discontinued Rates Maturities Provisions

Article 8 is hereby amended by adding the following immediately after Section 8.4:

“8.5 Discontinued Rates Maturities. If, in respect of a Swap Transaction, an Affected Discontinued Rate or an Affected Interpolated Rate is to be determined for a Reset Date for a Covered Swap Transaction for which:

- (a) there is no Overriding Fallback Provision; and
- (b) the Fixing Date(s) occur(s) on or after the Discontinuation Date for the relevant Affected Discontinued Rate(s),

then, notwithstanding anything to the contrary herein, the rate used in lieu of such Affected Discontinued Rate or such Affected Interpolated Rate, as applicable, for such Reset Date shall be the Interpolated Rate in relation to such Affected Discontinued Rate or such Affected Interpolated Rate, as applicable, for such Reset Date. In the event of any inconsistency between:

- (i) the provisions of this Section 8.5 and the provisions of a Rate Option in Section 7.1 (including any terms used in Section 7.1 and defined in Section 7.3 and including, for the avoidance of doubt, where the provisions of a Rate Option provide for a fallback if a rate is permanently unavailable or, in respect of a LIBOR Rate Option, Non-Representative), this Section 8.5 shall prevail;
- (ii) the provisions of this Section 8.5 and the provisions of the DRM Protocol or terms equivalent to the provisions of that protocol, in either case otherwise applicable to the Swap Transaction, this Section 8.5 shall prevail; or
- (iii) the provisions of this Section 8.5 and the provisions of Section 7.9, Section 7.9 shall prevail.

If the applicable Floating Rate Option is specified by reference to a Rate Option in any of the Sections referenced in Section 7.3(k)(i) to (xi), the Applicable Rate for a period of the Designated Maturity is permanently unavailable or, in respect of a LIBOR Rate Option, Non-Representative and the Swap Transaction is not a Covered Swap Transaction because there is either no Nearest Long Rate or no Nearest Short Rate, then an Index Cessation Event shall be deemed to have occurred in respect of the Applicable Rate to which such Swap Transaction relates and the Index Cessation Effective Date shall be the first date on which there is no Nearest Long Rate or Nearest Short Rate (or, if later, the first date on which the Applicable Rate for a period of the Designated Maturity is permanently unavailable or, in respect of a LIBOR Rate Option, Non-Representative).

The provisions of this Section 8.5 shall not apply if the applicable Floating Rate Option is SGD-SOR-VWAP or THB-THBFIX-Reuters.

8.6 Certain Definitions Relating to Discontinued Rates Maturities, Section 7.9 and Section 7.10.

- (a) “Administrator” means, in respect of a rate determined in respect of a Floating Rate Option and a Designated Maturity, the entity that administers, provides, calculates, publishes or determines such rate as set forth in the definition thereof, without regard to any fallback administrator of such rate.
- (b) “Affected Discontinued Rate”, in relation to a Reset Date for a Covered Swap Transaction, has the meaning set forth in Section 8.6(f) below.
- (c) “Affected Fixing Date”, in relation to an Affected Discontinued Rate or an Affected Interpolated Rate for a Covered Swap Transaction, has the meaning set forth in Section 8.6(f) below.
- (d) “Affected Interpolated Rate” means, in relation to a Reset Date for a Covered Swap Transaction, any Relevant Rate or Floating Rate for such Reset Date which is determined by reference to two specified rates (i) at least one of which rates is an Affected Discontinued Rate, (ii) which rates each have the same Floating Rate Option and (iii) which rates each have the Affected Fixing Date as the Fixing Date.
- (e) “Affected Interpolated Rate Period” means, in relation to the Affected Interpolated Rate for a Reset Date for a Covered Swap Transaction, the number of days during the Compounding Period or Calculation Period, as applicable, for which such Affected Interpolated Rate is to be determined for such Reset Date.
- (f) “Covered Swap Transaction” means, any Swap Transaction for which any Relevant Rate or Floating Rate for a Reset Date is determined by reference to one or more rates, at least one of which is a Discontinued Maturity Rate for which (i) a Fixing Date occurs on or after the Discontinuation Date for such Discontinued Maturity Rate (any such Fixing Date, an “Affected Fixing Date”), and (ii) there is a Nearest Long Rate and a Nearest Short Rate (any such Discontinued Maturity Rate, an “Affected Discontinued Rate”).
- (g) “Designated Maturity” means, for the purposes of Sections 8.5 and 8.6 only and in relation to a Floating Rate Option for which the rate may be determined in respect of one or more time periods, any such time period.
- (h) “Discontinuation Date” means, in relation to a Discontinued Maturity Rate, the date as of which such Discontinued Maturity Rate permanently ceases to be provided by the Administrator or, in respect of a LIBOR Rate Option, becomes Non-Representative.
- (i) “Discontinued Maturity Rate” means, in respect of a Swap Transaction, a rate determined in respect of a Floating Rate Option and a Designated Maturity that as of any date:
 - (i) is or has been permanently discontinued; or
 - (ii) in respect of a LIBOR Rate Option, is or has become Non-Representative,

and, in each case, for which a rate in respect of such Floating Rate Option and at least two other Designated Maturities, at least one of which is shorter than such Designated Maturity and at least one of which is longer than such Designated Maturity, is being provided by the Administrator thereof and, in respect of a LIBOR Rate Option, each of which is not Non-Representative.

- (j) “DRM Protocol” means the ISDA 2013 Discontinued Rates Maturities Protocol published by ISDA on October 11, 2013.
- (k) “Fixing Date” means, in relation to a Relevant Rate or Floating Rate and a Reset Date for a Covered Swap Transaction, the date on which such Relevant Rate or Floating Rate is to be set for that Reset Date.
- (l) “Floating Rate Option” means, for the purposes of Sections 8.5 and 8.6 only and in relation to a Relevant Rate or Floating Rate and a Reset Date for a Covered Swap Transaction, the Floating Rate Option as defined in the Confirmation, which, if such definition refers to a Rate Option, shall be without regard to any fallback specified for such Rate Option, if the primary method specified for such Rate Option is not provided by the Administrator, does not appear in a specified source including on a specified screen or a specified page, or is Non-Representative.
- (m) “IBOR Fallbacks Protocol” means the ISDA 2020 IBOR Fallbacks Protocol published by ISDA on October 23, 2020.
- (n) “Interpolation Method” means, in relation to an Affected Discontinued Rate or Affected Interpolated Rate, as applicable and a Reset Date for a Covered Swap Transaction, if “Linear Interpolation” is specified to be applicable to determine the Relevant Rate or Floating Rate for such Reset Date, or no method of interpolation is specified, linear interpolation and if another method of interpolation is specified to be applicable to determine the Relevant Rate or Floating Rate for such Reset Date, such method of interpolation.
- (o) “Interpolated Rate” means, in relation to an Affected Discontinued Rate or Affected Interpolated Rate, as applicable, and a Reset Date for a Covered Swap Transaction, the rate determined for such Reset Date by interpolating, using the Interpolation Method, the Nearest Long Rate and the Nearest Short Rate.
- (p) “LIBOR Rate Option” means a Floating Rate Option for which the Applicable Rate is Sterling LIBOR, Swiss Franc LIBOR, U.S. Dollar LIBOR, Euro LIBOR or Yen LIBOR.
- (q) “Nearest Long Rate” means:
 - (i) in relation to an Affected Discontinued Rate and a Reset Date for a Covered Swap Transaction for which the Relevant Rate or Floating Rate is not an Affected Interpolated Rate, the rate determined for such Reset Date as if (A) the Floating Rate Option were the Floating Rate Option for such Affected Discontinued Rate and (B) the Designated Maturity were the period of time for which the Floating Rate Option of such Affected Discontinued Rate has not been permanently discontinued (and, in respect of a LIBOR Rate Option, is not Non-Representative) as of the Affected Fixing Date which is next longer than the Designated Maturity corresponding to such Affected Discontinued Rate; and
 - (ii) in relation to an Affected Discontinued Rate and a Reset Date for a Covered Swap Transaction for which the Relevant Rate or Floating Rate is an Affected Interpolated Rate, the rate determined for such Reset Date as if (A) the Floating Rate Option were the Floating Rate Option for the relevant Affected Discontinued Rate(s) and (B) the Designated Maturity were the period of time for which the Floating Rate Option has not been permanently discontinued (and, in respect of a LIBOR Rate Option, is not Non-Representative) as of the Affected Fixing Date which is next longer than the Affected Interpolated Rate Period.
- (r) “Nearest Short Rate” means:

- (i) in relation to an Affected Discontinued Rate and a Reset Date for a Covered Swap Transaction for which the Relevant Rate or Floating Rate is not an Affected Interpolated Rate, the rate determined for such Reset Date as if (A) the Floating Rate Option were the Floating Rate Option for such Affected Discontinued Rate and (B) the Designated Maturity were the period of time for which the Floating Rate Option of such Affected Discontinued Rate has not been permanently discontinued (and, in respect of a LIBOR Rate Option, is not Non-Representative) as of the Affected Fixing Date which is next shorter than the Designated Maturity corresponding to such Affected Discontinued Rate; and
 - (ii) in relation to an Affected Discontinued Rate and a Reset Date for a Covered Swap Transaction for which the Relevant Rate or Floating Rate is an Affected Interpolated Rate, the rate determined for such Reset Date as if (A) the Floating Rate Option were the Floating Rate Option for the relevant Affected Discontinued Rate(s) and (B) the Designated Maturity were the period of time for which the Floating Rate Option has not been permanently discontinued (and, in respect of a LIBOR Rate Option, is not Non-Representative) as of the Affected Fixing Date which is next shorter than the Affected Interpolated Rate Period.
- (s) “Overriding Fallback Provision” means, in respect of any Affected Discontinued Rate or Affected Interpolated Rate, as applicable:
- (i) any provision which (A) is expressly set out in the Confirmation for the relevant Swap Transaction that specifies a fallback method for determining the rate for such Affected Discontinued Rate or such Affected Interpolated Rate for such Reset Date if the Administrator of the relevant Affected Discontinued Rate(s) does not provide such rate (or, in respect of a LIBOR Rate Option, if the rate is Non-Representative) on a specified date and (B) is not a Reference Bank Fallback Provision; or
 - (ii) any provision which is expressly set out in a protocol other than the DRM Protocol or the IBOR Fallbacks Protocol or in an amendment letter (whether bilateral or multilateral) adhered to or entered into, as applicable, by the parties to the Swap Transaction that (A) applies to a Swap Transaction that would otherwise be a Covered Swap Transaction, (B) is adhered to and/or entered into by those parties after the Trade Date of the Swap Transaction and (C) specifies a fallback method for determining the rate for such Affected Discontinued Rate or such Affected Interpolated Rate for such Reset Date if the Administrator of the relevant Affected Discontinued Rate(s) does not provide such rate (or, in respect of a LIBOR Rate Option, if the rate is Non-Representative) on a specified date.

The fallbacks specified to apply if a rate is temporarily or permanently unavailable (or, in respect of a LIBOR Rate Option, if the rate is Non-Representative) in the provisions of a Rate Option are not “Overriding Fallback Provisions”.

- (t) “Reference Bank Fallback Provision” means, in respect of a Swap Transaction, any provision that specifies a fallback method for determining the rate for an Affected Discontinued Rate or an Affected Interpolated Rate if the Administrator does not provide the relevant Affected Discontinued Rate (or, in respect of a LIBOR Rate Option, if the rate is Non-Representative) on a specified date which utilizes one or more rates provided by Reference Banks.”

EXHIBIT D

[Secondary Market Information Circular]

NOT A NEW ISSUE

RATINGS: See "Ratings" herein

SECONDARY MARKET INFORMATION CIRCULAR

relating to

\$64,690,000

City of Austin, Texas

Hotel Occupancy Tax Subordinate Lien
Variable Rate Revenue Refunding Bonds
Series 2008

consisting of

<u>Subseries</u>	<u>CUSIP</u>	<u>Letter of Credit Bank</u>
\$32,345,000 Subseries A	052422DU3	UBS AG, acting through its Stamford Branch
\$32,345,000 Subseries B	052422DQ2	Sumitomo Mitsui Banking Corporation, acting through its New York Branch

This Secondary Market Information Circular ("Information Circular") has been prepared for use by the Remarketing Agents with respect to the above-referenced bonds (the "Series 2008 Bonds") and supplements the final Official Statement dated August 7, 2008 (the "2008 Official Statement") relating to the Series 2008 Bonds, which were issued on August 14, 2008. The Series 2008 Bonds were issued in two subseries, consisting of Subseries A (the "Subseries 2008A Bonds") and Subseries B (the "Subseries 2008B Bonds"). **THIS INFORMATION CIRCULAR SUPERSEDES THE SECONDARY MARKET INFORMATION CIRCULAR DATED OCTOBER 4, 2017 AND THE SUPPLEMENT TO THE SECONDARY MARKET INFORMATION CIRCULAR DATED SEPTEMBER 15, 2020, PREPARED IN CONNECTION WITH THE SERIES 2008 BONDS.** All terms not otherwise defined herein have the meanings given such terms in the 2008 Official Statement.

The City of Austin, Texas (the "City") intends to substitute one letter of credit, constituting both a Credit Facility and a Liquidity Facility, for the existing letter of credit supporting the Subseries 2008A Bonds, as further described below. Such substitution will take place on October 5, 2021 (the "Tender Date"). The Subseries 2008A Bonds will be subject to mandatory tender for purchase on the Tender Date.

With respect to the Subseries 2008A Bonds, this Information Circular describes the Reimbursement Agreement dated as of October 1, 2021 (the "Subseries A Reimbursement Agreement"), between the City and UBS AG, acting through its Stamford Branch ("UBS"), that will be executed and delivered on or before the Tender Date. UBS will issue a letter of credit relating solely to the Subseries 2008A Bonds (the "Subseries A Letter of Credit"), that will be delivered on the Tender Date. With respect to the Subseries 2008B Bonds, this Information Circular describes the Reimbursement Agreement dated as of October 1, 2017 (the "Subseries B Reimbursement Agreement"), between the City and Sumitomo Mitsui Banking Corporation, acting through its New York Branch ("SMBC"), that was amended and delivered as of September 15, 2020. SMBC issued a letter of credit relating solely to the Subseries 2008B Bonds (the "Subseries B Letter of Credit").

The Subseries A Reimbursement Agreement and the Subseries B Reimbursement Agreement are individually referred to herein as a "Reimbursement Agreement" and are collectively referred to herein as the "Reimbursement Agreements." The Subseries A Letter of Credit and the Subseries B Letter of Credit are individually referred to herein as a "Letter of Credit" and are collectively referred to herein as the "Letters of Credit." UBS and SMBC are collectively referred to herein as the "Banks." Each Letter of Credit was or will be issued in an original stated amount equal to the outstanding principal amount of the respective subseries of the Series 2008 Bonds for which it is issued, plus interest accrued thereon for forty-eight (48) calendar days, calculated at a rate of ten percent (10%) per annum, based on a year of 365 days. The Subseries B Letter of Credit was extended on September 15, 2020 and is scheduled to terminate on October 7, 2022, unless extended or terminated earlier in accordance with the terms of the Subseries B Reimbursement Agreement and the Subseries B Letter of Credit. The Subseries A Letter of Credit is scheduled to terminate on October 2, 2024, unless extended or terminated earlier in accordance with the terms of the Subseries A Reimbursement Agreement and the Subseries A Letter of Credit. See "**REIMBURSEMENT AGREEMENTS**" herein.

Payment of the scheduled principal of and interest on the Series 2008 Bonds, together with the purchase price of Series 2008 Bonds subject to optional or mandatory tender for purchase which have not been remarketed, will be payable from amounts received under the Subseries A Letter of Credit, solely with respect to the Subseries 2008A Bonds, and from amounts received under the Subseries B Letter of Credit, solely with respect to the Subseries 2008B Bonds. Series 2008 Bonds tendered for purchase will be paid first, from the proceeds of the remarketing thereof, if any, and second, from a liquidity drawing on the related Letter of Credit. The Banks are liable solely with respect to the scheduled principal and interest and purchase price of the related subseries of the Series 2008 Bonds for which it is obligated and not for any other Series 2008 Bond. The City has no obligation to purchase tendered Series 2008 Bonds. See “**REIMBURSEMENT AGREEMENTS**” herein.

This cover page contains certain information for general reference only. It is not intended to be a summary of this transaction. Investors are advised to read the entire Information Circular (including without limitation the information described herein under “**THE CITY; DOCUMENTS INCORPORATED BY REFERENCE**”) in conjunction with the 2008 Official Statement to obtain information essential to making an informed investment decision with respect to the Series 2008 Bonds.

Raymond James,
as Remarketing Agent for the Subseries 2008A
Bonds

BofA Securities, Inc.,
as Remarketing Agent for the Subseries 2008B
Bonds

The date of this Information Circular is September 28, 2021.

The summary information set forth below applies to the Series 2008 Bonds only during the Weekly Mode. Such interest rate mode and related information are subject to change. This information is qualified by reference to the 2008 Official Statement, and investors should review such portions of the 2008 Official Statement attached as APPENDIX B to this Information Circular in their entirety before making any investment decisions with respect to the Series 2008 Bonds.

REGARDING USE OF THIS INFORMATION CIRCULAR

This Information Circular has been prepared with respect to the Series 2008 Bonds only. This Information Circular supersedes the Secondary Market Information Circular dated October 4, 2017, and the Supplement to the Secondary Market Information Circular dated September 15, 2020, each prepared in connection with the Series 2008 Bonds.

This Information Circular does not constitute a reoffering or a solicitation of a reoffering of the Series 2008 Bonds, nor shall there be any such reoffering, in any jurisdiction to any person to whom it is unlawful to do so. No dealer, salesman or any other person has been authorized to give any information other than that contained in this Information Circular or to make any representations and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the Remarketing Agents, the Banks, or any other person.

U.S. Bank National Association, in each of its capacities as Paying Agent/Registrar and Tender Agent, has not participated in the preparation of this Information Circular and assumes no responsibility for its content.

The information contained in Appendix A to this Information Circular pertaining to the Banks has been provided by each of the Banks. Each Remarketing Agent has reviewed the information in this Information Circular in accordance with, and as part of, its respective responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agents do not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Information Circular nor any remarketing of the Series 2008 Bonds by a Remarketing Agent shall, under any circumstances, create an implication that there has been no change in the affairs of the City, the Banks, or any other person or in the other matters described herein.

UBS has no responsibility for the form and content of this Information Circular, other than solely with respect to the information describing itself in APPENDIX A hereto under the heading “UBS” and has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Information Circular or any information or disclosure contained herein or omitted herefrom, other than solely with respect to the information describing itself in APPENDIX A hereto under the heading “UBS.”

SMBC has no responsibility for the form and content of this Information Circular, other than solely with respect to the information describing itself in APPENDIX A hereto under the heading “**SUMITOMO MITSUI BANKING CORPORATION,**” and has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Information Circular or any information or disclosure contained herein or omitted herefrom, other than solely with respect to the information describing itself in APPENDIX A hereto under the heading “**SUMITOMO MITSUI BANKING CORPORATION.**”

TABLE OF CONTENTS

	<u>Page</u>
PURPOSE OF THIS INFORMATION CIRCULAR	1
REIMBURSEMENT AGREEMENTS.....	2
General	2
Events of Default and Remedies under the Subseries A Reimbursement Agreement.....	3
Events of Default and Remedies under the Subseries B Reimbursement Agreement	5
MATTERS RELATING TO PLEDGED REVENUES.....	7
THE INTEREST RATE MANAGEMENT AGREEMENT	8
SPECIAL CONSIDERATIONS RELATING TO REMARKETING OF BONDS.....	9
RATINGS	10
THE CITY; DOCUMENTS INCORPORATED BY REFERENCE	10
General	10
The Convention Center.....	10
MISCELLANEOUS	11
 APPENDIX A – INFORMATION REGARDING THE BANKS.....	 A-1
APPENDIX B – 2008 OFFICIAL STATEMENT.....	B-1
APPENDIX C – CERTAIN REVISIONS TO 2008 OFFICIAL STATEMENT	C-1

SECONDARY MARKET INFORMATION CIRCULAR

relating to

\$64,690,000

**City of Austin, Texas
Hotel Occupancy Tax Subordinate Lien
Variable Rate Revenue Refunding Bonds
Series 2008**

consisting of

<u>Subseries</u>	<u>CUSIP</u>	<u>Letter of Credit Bank</u>
\$32,345,000 Subseries A	052422DU3	UBS AG, acting through its Stamford Branch
\$32,345,000 Subseries B	052422DQ2	Sumitomo Mitsui Banking Corporation, acting through its New York Branch

Capitalized terms not otherwise defined herein shall have the meanings set forth in the 2008 Official Statement (as defined below), portions of which are attached to this Information Circular as APPENDIX B. Investors are advised to read this Information Circular in conjunction with such portions of the 2008 Official Statement to obtain information essential to making an informed investment decision with respect to the Series 2008 Bonds.

PURPOSE OF THIS INFORMATION CIRCULAR

This Information Circular has been prepared for use by the Remarketing Agents with respect to the above-referenced bonds (the “Series 2008 Bonds”) and supplements the Official Statement dated August 7, 2008 (the “2008 Official Statement”) relating to the Series 2008 Bonds, which were issued on August 14, 2008. The Series 2008 Bonds were issued in two subseries, consisting of Subseries A (the “Subseries 2008A Bonds”) and Subseries B (the “Subseries 2008B Bonds”).

The Series 2008 Bonds were issued by the City of Austin, Texas (the “City” or the “Issuer”) pursuant to an ordinance of the City adopted July 24, 2008, as amended by an ordinance adopted by the City on June 23, 2011, an ordinance adopted by the City on November 21, 2013, an ordinance adopted by the City on August 27, 2020, and an ordinance adopted by the City on August 26, 2021 (as amended, the “Ordinance”).

The City intends to substitute one letter of credit, constituting both a Credit Facility and a Liquidity Facility, for the existing letter of credit supporting the Subseries 2008A Bonds, as further described below. Such substitution will take place on October 5, 2021 (the “Tender Date”). The Subseries 2008A Bonds will be subject to mandatory tender for purchase on the Tender Date.

With respect to the Subseries 2008A Bonds, this Information Circular describes the Reimbursement Agreement dated as of October 1, 2021 (the “Subseries A Reimbursement Agreement”), between the City and UBS AG, acting through its Stamford Branch (“UBS”), that will be executed and delivered on or before the Tender Date. UBS will issue a letter of credit relating solely to the Subseries 2008A Bonds (the “Subseries A Letter of Credit”), that will be delivered on the Tender Date. With respect to the Subseries 2008B Bonds, this Information Circular describes the Reimbursement Agreement dated as of October 1, 2017 (the “Subseries B Reimbursement Agreement”), between the City and Sumitomo Mitsui Banking Corporation, acting through its New York Branch (“SMBC”), that was amended as of September 15, 2020. SMBC issued a letter of credit relating solely to the Subseries 2008B Bonds (the “Subseries B Letter of Credit”).

The Subseries A Reimbursement Agreement and the Subseries B Reimbursement Agreement are individually referred to herein as a “Reimbursement Agreement” and are collectively referred to herein as the “Reimbursement Agreements.” The Subseries A Letter of Credit and the Subseries B Letter of Credit are individually referred to herein as a “Letter of Credit” and are collectively referred to herein as the “Letters of Credit.” UBS and SMBC are collectively referred to herein as the “Banks.” Each Letter of Credit was or will be issued in an original stated amount equal to the outstanding principal amount of the respective subseries of the Series 2008 Bonds for which it is issued, plus interest accrued thereon for forty-eight (48) calendar days, calculated at a rate of ten percent (10%) per annum, based on a year of 365 days. The

Subseries B Letter of Credit is scheduled to terminate on October 7, 2022, unless extended or terminated earlier in accordance with the terms of the Reimbursement Agreement and Letter of Credit. The Subseries A Letter of Credit is scheduled to terminate on October 2, 2024, unless extended or terminated earlier in accordance with the terms of the Reimbursement Agreement and Letter of Credit. See “**REIMBURSEMENT AGREEMENTS**” herein.

Payment of the scheduled principal of and interest on the Series 2008 Bonds, together with the purchase price of Series 2008 Bonds subject to optional or mandatory tender for purchase which have not been remarketed, will be payable from amounts received under the Subseries A Letter of Credit, solely with respect to the Subseries 2008A Bonds, and from amounts received under the Subseries B Letter of Credit, solely with respect to the Subseries 2008B Bonds. Series 2008 Bonds tendered for purchase will be paid first, from the proceeds of the remarketing thereof, if any, and second, from a liquidity drawing on the respective Letter of Credit. The Banks are liable solely with respect to the scheduled principal and interest and purchase price of the related subseries of the Series 2008 Bonds for which it is obligated and not for any other Series 2008 Bond. The City has no obligation to purchase tendered Series 2008 Bonds. See “**REIMBURSEMENT AGREEMENTS**” herein.

U.S. Bank National Association currently serves as the Paying Agent/Registrar and as the Tender Agent for the Series 2008 Bonds. Raymond James & Associates, Inc. currently serves as the Remarketing Agent for the Subseries 2008A Bonds, and BofA Securities, Inc. currently serves as the Remarketing Agent for the Subseries 2008B Bonds.

REIMBURSEMENT AGREEMENTS

The Subseries A Letter of Credit, to be issued by UBS on October 5, 2021, under the terms of the Subseries A Reimbursement Agreement, provides credit and liquidity support only for the Subseries 2008A Bonds. The Subseries B Letter of Credit, issued by SMBC on October 12, 2017, under the terms of the Subseries B Reimbursement Agreement provides credit and liquidity support only for the Subseries 2008B Bonds. The following summary of the Reimbursement Agreements and the Letters of Credit does not purport to be comprehensive or definitive and is subject in all respects to all of the respective terms and provisions thereof, to which reference is made hereby. Investors are urged to obtain and review a copy of the Reimbursement Agreements and the Letters of Credit in order to understand all of the terms of those documents.

See “APPENDIX A - INFORMATION REGARDING THE BANKS” for certain information regarding UBS and SMBC. Capitalized terms used in this section of the Information Circular have the meanings given to said terms in the Reimbursement Agreements.

General

Upon compliance with the terms and conditions of the related Letter of Credit, and subject to the terms and conditions set forth therein, the related Bank is obligated to provide funds for the related subseries of the Series 2008 Bonds that are tendered for purchase and not remarketed, whether at the option of the owner of such subseries of the Series 2008 Bonds or upon mandatory tender for purchase.

Each Letter of Credit automatically shall expire on its termination date. As used herein, each termination date shall mean 5:00 p.m., New York City time on the earliest of: (a) October 7, 2022 for the Subseries B Letter of Credit (as extended from time to time), and October 2, 2024 for the Subseries A Letter of Credit (as extended from time to time); (b) the date which is one (1) Business Day following the date on which the related Bank receives an appropriately completed certificate from the Paying Agent/Registrar to the effect that (i) no Series 2008 Bonds of the related subseries remain Outstanding within the meaning of the Ordinance or (ii) all Drawings required to be made under the Ordinance and available under the related Letter of Credit have been made and honored; (c) the earlier of the date (i) which is one (1) Business Day following the date on which all of the Series 2008 Bonds of the related subseries have been converted to a rate other than the Weekly Rate, as such date is specified in a certificate from the Paying Agent/Registrar (the “Conversion Date”) or (ii) on which the related Bank has honored a Drawing (as defined in the related Letter of Credit) made in accordance with the terms of the related Letter of Credit in connection with the conversion of the interest rate on the related subseries of the Series 2008 Bonds to a rate other than the Weekly Rate; (d) the date on which an Alternate Credit Facility or Alternate Liquidity Facility (as defined in the Ordinance) has been issued to replace the related Letter of Credit pursuant to the Ordinance and (i) all Series 2008 Bonds of the related subseries have been remarketed and (ii) the related Bank has honored a Drawing made in accordance with the terms of the related Letter of Credit in connection with such replacement, if applicable; (e) the date on which a Stated Maturity Drawing is honored by the related Bank; and (f) the first to occur of (i) the date which is fifteen (15) calendar days after the date on which the Paying Agent/Registrar has received a written notice from the related Bank (the “Termination Event of Default Notice”) that an Event of Default has occurred and is continuing under the related Reimbursement Agreement or (ii)

the date, following receipt of such Termination Event of Default Notice, upon which the Paying Agent/Registrar has drawn upon the related Letter of Credit the amount required thereby and as permitted under the related Letter of Credit and the proceeds of the Drawing have been distributed to the Paying Agent/Registrar.

The Paying Agent/Registrar is authorized to make drawings on the related Letter of Credit for the scheduled payment of principal of and interest on the related subseries of the Series 2008 Bonds (an "Interest Drawing", a "Redemption Drawing" and a "Stated Maturity Drawing", as the case may be), subject to certain conditions set forth in the related Letter of Credit. The Paying Agent/Registrar is also authorized to make a drawing on the related Letter of Credit for the payment of the purchase price of the related subseries of the Series 2008 Bonds bearing interest at the Weekly Rate that have been tendered or deemed to have been tendered, as applicable, and not remarketed (a "Liquidity Drawing"), subject to certain conditions set forth in the related Letter of Credit. As provided in and subject to the satisfaction of certain conditions set forth in the related Reimbursement Agreement, a Liquidity Drawing shall constitute a Liquidity Advance, and shall immediately, subject to the satisfaction of certain conditions set forth in the related Reimbursement Agreement, on a Term Loan Commencement Date, convert into a Term Loan. No Drawing shall be made under any Letter of Credit for the payment of principal or interest on Ineligible Bonds.

Series 2008 Bonds of a subseries purchased with the proceeds of a Liquidity Drawing are Liquidity Provider Bonds, and the Paying Agent/Registrar shall deliver to the related Bank and register such Liquidity Provider Bonds as provided in the related Reimbursement Agreement. Liquidity Provider Bonds shall bear a CUSIP Number which will be unique to Liquidity Provider Bonds, and which will be different from the CUSIP Number for Series 2008 Bonds that are not Liquidity Provider Bonds. The payment of principal of and interest on Liquidity Provider Bonds shall be made in the manner set forth in the related Reimbursement Agreement.

Events of Default and Remedies under the Subseries A Reimbursement Agreement

As used in this "**Events of Default and Remedies under the Subseries A Reimbursement Agreement**" caption, the term "Reimbursement Agreement" shall refer to the Subseries A Reimbursement Agreement, the term "Letter of Credit" shall refer to the Subseries A Letter of Credit, the term "Bank" shall refer to UBS, and the term "Bonds" shall refer to the Subseries 2008A Bonds, as each such term is more particularly defined in the Subseries A Reimbursement Agreement.

Any one or more of the following events shall constitute an "Event of Default" under the Reimbursement Agreement:

(a) any representation or warranty made by the City in any of the Ordinance, the Reimbursement Agreement or any other Related Document to which it is a party, or in any certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection herewith or therewith shall prove to have been false, inaccurate, incomplete or misleading in any material adverse respect either on the date hereof or on the date when made or deemed to have been made or delivered;

(b) (i) any "event of default" under the Ordinance or any other Related Document (other than the Reimbursement Agreement) shall occur and be continuing; or (ii) (A) the City shall fail to make any payment in respect of principal or interest on any Parity Obligation when due (*i.e.*, whether upon the scheduled maturity, required prepayment, acceleration, upon demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Parity Obligation; or (B) default in the observance or performance of any agreement or condition relating to any Parity Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, in each case, the effect of which default or other event or condition is to permit (after any applicable grace period) the holder or holders of such Parity Obligation (or a trustee or agent on behalf of such holder or holders) to cause (in each case, determined without regard to whether any notice is required) or cause, any such Parity Obligation to become due prior to its stated maturity;

(c) the City shall fail to pay or cause to be paid when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise in accordance with its terms) (i) any amounts with respect to the principal of, interest on or premium, if any, on any Bonds (including Liquidity Provider Bonds), (ii) any amounts payable under Article Two hereof (other than amounts described in clause (i) of this paragraph (c)), or (iii) any other amount payable pursuant to the Reimbursement Agreement, the Fee Agreement or the Bonds (including Liquidity Provider Bonds) (other than amounts described in clauses (i) and (ii) of this paragraph (c));

(d) default in the due observance or performance of certain specified covenants set forth in the Reimbursement Agreement;

(e) default in the due observance or performance of any other term, covenant or agreement set forth in the Reimbursement Agreement and not listed in Section 7.1(d) of the Reimbursement Agreement and such default has not been remedied within thirty (30) days after the earlier of (x) the date of written notice thereof from the Bank or (y) the date on which such default shall first become known to any officer of the City;

(f) the City makes an assignment for the benefit of creditors, files a petition in bankruptcy, becomes insolvent, as defined in Section 101(32) of the United States Bankruptcy Code, or is unable generally to pay its debts as they come due, is adjudicated insolvent or bankrupt or there is entered any order or decree granting relief in any involuntary case commenced against the City under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or if the City petitions or applies to any tribunal for or otherwise seeks, consents to, or acquiesces in the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or of any substantial part of its Properties, or commences any proceeding in a court of law seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, or for winding up, arrangement, marshalling of assets, reorganization, adjustment or composition of debt, dissolution, liquidation or other similar procedure under the law or statutes of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the City any such proceeding in a court of law which remains undismissed or shall not be discharged, vacated or stayed, or such jurisdiction shall not be relinquished, within sixty (60) days after commencement, or the City by any act, indicates its consent to, approval of, or acquiescence in any such proceeding in a court of law or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it in the time allotted for such answer, or to an order for relief in an involuntary case commenced against the City under any such law, or to the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or a substantial part of its Properties, or if the City suffers any such receivership, examination, trusteeship, liquidation, assignment, custodianship, sequestration or other similar procedure to continue undischarged for a period of sixty (60) days after commencement or if the City takes any action for the purposes of effecting the foregoing;

(g) any material provision of any of the Related Documents shall cease to be valid and binding for any reason, or the City or any Governmental Authority shall contest any such provision or the City, or any agent or trustee on behalf of the City, shall deny that it has any or further liability under any of the Related Documents or with respect to its obligations to pay any Parity Obligation;

(h) default shall occur in the payment when due of any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues not otherwise described in this Section 7.1 which exceeds in the aggregate \$10,000,000 issued, assumed or guaranteed by the City and shall continue beyond any applicable period of grace, or default shall occur under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit (after any applicable grace period) the holder or holders of such Indebtedness payable from and/or secured by all or any part of the Pledged Revenues (or a trustee or agent on behalf of such holder or holders) to cause (in each case, determined without regard to whether any notice is required) or cause, any such Indebtedness payable from and/or secured by all or any part of the Pledged Revenues to become due prior to its stated maturity;

(i) judgment for the payment of money in excess of an aggregate of \$10,000,000 (or its equivalent in another currency or currencies) that is payable from Pledged Revenues and not fully covered by insurance shall be rendered against the City and the same shall remain unvacated, unbonded, unstayed or undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed or for the payment of which a surety bond or other adequate security has not been obtained in the judgment of the Bank;

(j) all or any part of the Security shall not be subject to a security interest for the benefit of the Owners and the Bank;

(k) (i) the City shall impose, declare or announce a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues or (ii) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or

adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Obligations, any Bonds or on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues; or

(l) any long-term, unenhanced debt rating assigned to the Parity Bonds shall be withdrawn, suspended or lowered below “BBB+” (or its equivalent) by Fitch or S&P or “Baa1” (or its equivalent) by Moody’s.

Upon the occurrence and during the continuance of any Event of Default under the Reimbursement Agreement, all Obligations shall bear interest at the Default Rate and the Bank, shall, with notice thereof to the Paying Agent/Registrar, exercise any one or more of the following rights and remedies, in addition to any other remedies herein or by law provided:

(a) by notice to the City, declare all Obligations to be, and such amounts shall thereupon become, immediately and automatically due and payable without further presentment, demand, protest or other notice of any kind, all of which are hereby waived by the City, *provided* that upon the occurrence of an Event of Default under Section 7.1(f) of the Reimbursement Agreement such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(b) give written notice of the occurrence of an Event of Default to the Paying Agent/Registrar, directing the Paying Agent/Registrar to cause a mandatory tender of the Bonds, thereby causing the Letter of Credit to expire fifteen (15) days thereafter;

(c) direct the Paying Agent/Registrar to exercise its rights under the Ordinance and the Related Documents; and

(d) pursue any other action available at law or in equity;

Events of Default and Remedies under the Subseries B Reimbursement Agreement

As used in this “**Events of Default and Remedies under the Subseries B Reimbursement Agreement**” caption, the term “Reimbursement Agreement” shall refer to the Subseries B Reimbursement Agreement, the term “Letter of Credit” shall refer to the Subseries B Letter of Credit, the term “Bank” shall refer to SMBC, and the term “Bonds” shall refer to the Subseries 2008B Bonds, as each such term is more particularly defined in the Subseries B Reimbursement Agreement.

Any one or more of the following events shall constitute an “Event of Default” under the Reimbursement Agreement:

(a) any representation or warranty made by the City in any of the Ordinance, the Reimbursement Agreement or any other Related Document to which it is a party, or in any certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection with the Reimbursement Agreement or therewith shall prove to have been false, inaccurate, incomplete or misleading in any material adverse respect either on the date thereof or on the date when made or deemed to have been made or delivered;

(b) (i) any “event of default” under the Ordinance or any other Related Document (other than the Reimbursement Agreement) shall occur and be continuing; or (ii) (A) the City shall fail to make any payment in respect of principal or interest on any Parity Obligation when due (*i.e.*, whether upon the scheduled maturity, required prepayment, acceleration, upon demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Parity Obligation; or (B) default in the observance or performance of any agreement or condition relating to any Parity Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, in each case, the effect of which default or other event or condition is to permit (after any applicable grace period) the holder or holders of such Parity Obligation (or a trustee or agent on behalf of such holder or holders) to cause (in each case, determined without regard to whether any notice is required) or cause, any such Parity Obligation to become due prior to its stated maturity;

(c) the City shall fail to pay or cause to be paid when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise in accordance with its terms) (i) any amounts with respect to the

principal of, interest on or premium, if any, on any Bonds (including Liquidity Provider Bonds), (ii) any amounts payable under Article Two of the Reimbursement Agreement (other than amounts described in clause (i) of this paragraph (c)), or (iii) any other amount payable pursuant to the Reimbursement Agreement, the Fee Agreement or the Bonds (including Liquidity Provider Bonds) (other than amounts described in clauses (i) and (ii) of this paragraph (c));

(d) default in the due observance or performance of any of the certain specified covenants set forth in the Reimbursement Agreement;

(e) (i) default in the due observance and performance of any covenant set forth in a certain specified covenant set forth in the Reimbursement Agreement and such default has not been remedied within three (3) days after the earlier of (x) the date of written notice thereof from the Bank or (y) the date on which such default shall first become known to any officer of the City, (ii) default in the due observance or performance of any covenant set forth in any of the certain specified covenants set forth in the Reimbursement Agreement and such default has not been remedied within fifteen (15) days after the earlier of (x) the date of written notice thereof from the Bank or (y) the date on which such default shall first become known to any officer of the City, or (iii) default in the due observance or performance of any other term, covenant or agreement set forth in the Reimbursement Agreement and such default has not been remedied within thirty (30) days after the earlier of (x) the date of written notice thereof from the Bank or (y) the date on which such default shall first become known to any officer of the City;

(f) the City makes an assignment for the benefit of creditors, files a petition in bankruptcy, becomes insolvent, as defined in Section 101(32) of the United States Bankruptcy Code, or is unable generally to pay its debts as they come due, is adjudicated insolvent or bankrupt or there is entered any order or decree granting relief in any involuntary case commenced against the City under any applicable bankruptcy, insolvency or other similar law now or in effect after the effective date of the Reimbursement Agreement, or if the City petitions or applies to any tribunal for or otherwise seeks, consents to, or acquiesces in the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or of any substantial part of its Properties, or commences any proceeding in a court of law seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, or for winding up, arrangement, marshalling of assets, reorganization, adjustment or composition of debt, dissolution, liquidation or other similar procedure under the law or statutes of any jurisdiction, whether now or after the effective date of the Reimbursement Agreement in effect, or if there is commenced against the City any such proceeding in a court of law which remains undismissed or shall not be discharged, vacated or stayed, or such jurisdiction shall not be relinquished, within sixty (60) days after commencement, or the City by any act, indicates its consent to, approval of, or acquiescence in any such proceeding in a court of law or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it in the time allotted for such answer, or to an order for relief in an involuntary case commenced against the City under any such law, or to the appointment of any receiver, examiner, trustee, liquidator, assignee, custodian, sequestrator or other similar official for the City or a substantial part of its Properties, or if the City suffers any such receivership, examination, trusteeship, liquidation, assignment, custodianship, sequestration or other similar procedure to continue undischarged for a period of sixty (60) days after commencement or if the City takes any action for the purposes of effecting the foregoing;

(g) any material provision of any of the Related Documents shall cease to be valid and binding for any reason, or the City or any Governmental Authority shall contest any such provision or the City, or any agent or trustee on behalf of the City, shall deny that it has any or further liability under any of the Related Documents or with respect to its obligations to pay any Parity Obligation;

(h) default shall occur in the payment when due of any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues not otherwise described in this “**Events of Default and Remedies under the Subseries B Reimbursement Agreement**” caption which exceeds in the aggregate \$10,000,000 issued, assumed or guaranteed by the City and shall continue beyond any applicable period of grace, or default shall occur under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such Indebtedness payable from and/or secured by all or any part of the Pledged Revenues;

(i) judgment for the payment of money in excess of an aggregate of \$10,000,000 (or its equivalent in another currency or currencies) that is payable from Pledged Revenues and not fully covered by insurance shall be rendered against the City and the same shall remain unvacated, unbonded, unstayed or undischarged for a period of

thirty (30) consecutive days during which execution shall not be effectively stayed or for the payment of which a surety bond or other adequate security has not been obtained in the judgment of the Bank;

(j) all or any part of the Security shall not be subject to a security interest for the benefit of the Owners and the Bank;

(k) (i) the City shall impose, declare or announce a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues or (ii) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Obligations, any Bonds or on any Indebtedness of the City payable from and/or secured by all or any part of the Pledged Revenues; or

(l) any long-term, unenhanced debt rating assigned to the Parity Bonds shall be withdrawn, suspended or lowered below "BBB" (or its equivalent) by Fitch or S&P or "Baa2" (or its equivalent) by Moody's.

Upon the occurrence and during the continuance of any Event of Default under the Reimbursement Agreement, all Obligations shall bear interest at the Default Rate and the Bank, shall, with notice thereof to the Paying Agent/Registrar, exercise any one or more of the following rights and remedies, in addition to any other remedies in the Reimbursement Agreement or by law provided:

(a) by notice to the City, declare all Obligations to be, and such amounts shall thereupon become, immediately and automatically due and payable without further presentment, demand, protest or other notice of any kind, all of which are waived by the City in the Reimbursement Agreement, provided that upon the occurrence of an Event of Default under the Reimbursement Agreement such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(b) give written notice of the occurrence of an Event of Default to the Paying Agent/Registrar, directing the Paying Agent/Registrar to cause a mandatory tender of the Bonds, thereby causing the Letter of Credit to expire fifteen (15) days thereafter;

(c) direct the Paying Agent/Registrar to exercise its rights under the Ordinance and the Related Documents; and

(d) pursue any other action available at law or in equity;

provided, however, that the failure of the Bank to give notice of the exercise of any such right or remedy shall not affect the validity or enforceability thereof.

MATTERS RELATING TO PLEDGED REVENUES

As described under the caption "SECURITY FOR THE BONDS" in the 2008 Official Statement, the Series 2008 Bonds and any Additional Bonds thereafter issued are special obligations of the City that are, together with other Parity Obligations, equally and ratably secured by a lien on the Pledged Revenues, such lien being junior and subordinate to the lien securing the payment of the Prior Lien Bonds. The City has previously issued and there is currently outstanding \$12,830,000 in aggregate principal amount of the City of Austin, Texas Hotel Occupancy Tax Subordinate Lien Revenue Refunding Bonds, Series 2012 (Convention Center/Waller Creek Venue Project) (the "Series 2012 Bonds"), which Series 2012 Bonds were issued as Additional Bonds and, accordingly, are secured by a lien on the Pledged Revenues on parity with the Series 2008 Bonds. The City has covenanted that it will not issue any additional bonds or other obligations payable from and secured by a lien on and pledge of the Pledged Revenues that is senior to the lien securing the Parity Obligations.

On December 5, 2013, the City issued its City of Austin, Texas 4.5% Hotel Occupancy Tax Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"), a portion of the proceeds of which were used to refund and defease all Prior Lien Bonds that remained outstanding as of such date. As a result of the issuance of the Series 2013 Bonds, the prior lien on the Pledged Revenues securing the Prior Lien Bonds has been extinguished.

The Series 2013 Bonds are secured by a lien on and pledge of the revenues derived by the City from the 4.5% HOT, which lien and pledge is subordinate to the lien on and pledge of the revenues derived by the City from the 4.5% HOT securing the Series 2008 Bonds and the Series 2012 Bonds. The revenues derived by the City from the 2% HOT have not been pledged to the payment of the Series 2013 Bonds. The Series 2013 Bonds constitute Junior Subordinate Lien Bonds under the terms of the Ordinance authorizing the issuance of the Series 2008 Bonds and the ordinance authorizing the issuance of the Series 2012 Bonds.

In connection with the issuance of the Series 2013 Bonds, the Ordinance authorizing the issuance of the Series 2008 Bonds and the ordinance authorizing the issuance of the Series 2012 Bonds were amended to provide that the revenues derived by the City from the 2% HOT will be used first to pay the amounts owed on the Series 2008 Bonds and the Series 2012 Bonds, and should the revenues derived by the City from the 2% HOT be insufficient to fully pay the amounts owed on the Series 2008 Bonds and the Series 2012 Bonds, the revenues derived by the City from the 4.5% HOT will be applied to that purpose prior to such revenues from the 4.5% HOT being available to pay the Series 2013 Bonds. See "APPENDIX C – CERTAIN REVISIONS TO 2008 OFFICIAL STATEMENT."

In the ordinance authorizing the issuance of the Series 2013 Bonds, the City has covenanted that it will not issue any additional bonds or incur other obligations payable from and secured by a lien on and pledge of the revenues derived by the City from the 4.5% HOT that is senior to the lien securing the Series 2013 Bonds, other than obligations issued to refund the Series 2008 Bonds or the Series 2012 Bonds, or obligations issued to refund those refunding obligations, for debt service savings.

THE INTEREST RATE MANAGEMENT AGREEMENT

The information in this heading supersedes the information under the caption "THE INTEREST RATE MANAGEMENT AGREEMENT" in the 2008 Official Statement.

Under the Ordinance, payments made under a Credit Agreement may be treated as an obligation payable solely from and equally and ratably secured by a lien on the Pledged Revenues on a parity with the Series 2008 Bonds.

In addition to the payment obligations of the City under the terms of the Reimbursement Agreements, in conjunction with the delivery of the Series 2008 Bonds, the City entered into an ISDA Master Agreement dated as of August 7, 2008, a schedule attached thereto and a confirmation, dated as of August 7, 2008, all between the City and Morgan Keegan Financial Products, Inc., which formally changed its name to Raymond James Financial Products, Inc. on July 22, 2013 ("RJFP"), a Replacement Transaction Agreement, dated as of August 7, 2008, between the City, RJFP and Deutsche Bank AG, New York Bank ("Deutsche Bank") and a Credit Support Annex, dated as of August 7, 2008, between the City and Deutsche Bank (collectively, the "Series 2008 Interest Rate Management Agreement"). Under the terms of the Series 2008 Interest Rate Management Agreement, the City is obligated to make payments to RJFP calculated on a notional amount equal to the scheduled outstanding principal amount of the Series 2008 Bonds and a fixed interest rate of 3.2505% per annum, and RJFP is obligated to make reciprocal payments to the City calculated on a notional amount equal to the scheduled outstanding principal amount of the Series 2008 Bonds and a variable rate equal to 67% of the one-month London Interbank Borrowing Rate ("LIBOR") for U.S. deposits. Payments under the Series 2008 Interest Rate Management Agreement will be made on a net basis on the fifteenth day of each month, commencing in September 2008 and ending in November 2029. Interest on the Series 2008 Bonds is calculated on the basis of an index that differs from the LIBOR index used to calculate amounts payable to the City under the terms of the Series 2008 Interest Rate Management Agreement. The City entered into the Series 2008 Interest Rate Management Agreement in conjunction with the issuance of the Series 2008 Bonds in order to effect and quantify a debt service savings on outstanding bonds that were refunded with the proceeds of variable rate bonds. Payments to be made by the City under the terms of the Series 2008 Interest Rate Management Agreement (other than a "termination payment" as discussed below) are payable solely from and equally and ratably secured by a lien on the Pledged Revenues of equal rank and dignity with the lien and pledge securing the payment of the Series 2008 Bonds. As of August 15, 2021, the net aggregate monthly payments the City has made under the Series 2008 Interest Rate Management Agreement equal \$44,447,276.92.

If any party to the Series 2008 Interest Rate Management Agreement commits an event of default, suffers a reduction in credit worthiness, or merges with a materially weaker entity, or in certain other circumstances, the Series 2008 Interest Rate Management Agreement may be terminated at the option of the other party. Accordingly, no assurance can be

given that the Series 2008 Interest Rate Management Agreement will continue in existence until November 2029. If the Series 2008 Interest Rate Management Agreement is terminated, then current market conditions will determine whether the City will owe a termination payment to RJFP or be entitled to receive a termination payment from RJFP. Such termination payment generally would be based on the market value of the Series 2008 Interest Rate Management Agreement on the date of termination and could be substantial. In addition, a partial termination of the Series 2008 Interest Rate Management Agreement could occur to the extent any Series 2008 Bonds are redeemed pursuant to the City exercising its right to effect an optional redemption of Series 2008 Bonds. If such optional redemption were to occur, termination payments related to the portion of the Series 2008 Interest Rate Management Agreement to be terminated will be owed by either the City or Deutsche Bank, depending on the existing market conditions. The obligation of the City to pay a termination payment to Deutsche Bank could result in the City issuing Parity Bonds or Junior Subordinate Lien Bonds to enable the City to make such a termination payment.

SPECIAL CONSIDERATIONS RELATING TO REMARKETING OF BONDS

Each Remarketing Agent is Paid by the City. Each Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing Series 2008 Bonds of a subseries that are optionally or mandatorily tendered to it or the Tender Agent by the beneficial owners thereof (subject, in each case, to the terms of the Remarketing Agreements). Each Remarketing Agent is appointed by the City and is paid by the City for its services. As a result, the interests of each Remarketing Agent may differ from those of beneficial owners and potential purchasers of Series 2008 Bonds.

Determination of Interest Rates by the Remarketing Agents. On each Rate Determination Date, each Remarketing Agent is required to determine the interest rate that will be effective with respect to the Series 2008 Bonds of a subseries for the next Interest Period. That rate is required by the Ordinance to be the lowest rate necessary in the judgment of the Remarketing Agent to remarket the respective subseries of Series 2008 Bonds at par, plus accrued interest on the applicable Rate Determination Date. For example, while a subseries of the Series 2008 Bonds bear interest at a Weekly Rate on Wednesday (the Rate Determination Date), the Remarketing Agent for that subseries of Series 2008 Bonds will determine the interest rate that will be effective on such date.

Each Remarketing Agent Routinely Purchases Series 2008 Bonds for its Own Account. The Remarketing Agents act as remarketing agent for a variety of variable rate demand obligations issued by many issuers and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agents are permitted, but not obligated, to purchase tendered Series 2008 Bonds for their own account and, in their sole discretion, routinely acquire such tendered Series 2008 Bonds in order to achieve a successful remarketing of the Series 2008 Bonds (i.e., because there otherwise are not enough buyers to purchase the Series 2008 Bonds) or for other reasons. However, the Remarketing Agents are not obligated to purchase Series 2008 Bonds, and may cease doing so at any time without notice. If a Remarketing Agent ceases to purchase Series 2008 Bonds, it may be necessary for the Paying Agent to draw on a Letter of Credit to pay tendering bondholders.

Each Remarketing Agent may also make a secondary market in the Series 2008 Bonds by routinely purchasing and selling Series 2008 Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales must be at fair market value, which may be at, above, or below par. No notice period is required for such purchases. However, a Remarketing Agent is not required to make a secondary market in the Series 2008 Bonds. Thus, investors who purchase the Series 2008 Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2008 Bonds other than by tendering the Series 2008 Bonds in accordance with the tender process.

Each Remarketing Agent may also sell any Series 2008 Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Series 2008 Bonds. The purchase of Series 2008 Bonds by a Remarketing Agent may create the appearance that there is greater third party demand for the Series 2008 Bonds in the market than is actually the case. The practices described above also may result in fewer Series 2008 Bonds being tendered in a remarketing.

Series 2008 Bonds May be Offered at Different Prices on Any Date. Pursuant to the Remarketing Agreements, on each Rate Determination Date, the Remarketing Agents are required to determine the interest rate that will be effective with respect to a subseries of the Series 2008 Bonds on such date. That rate is required by the Ordinance to be the lowest rate necessary in the judgment of the applicable Remarketing Agent to remarket the respective subseries of the

Series 2008 Bonds at par, plus accrued interest, if any, on the Rate Determination Date. The interest rate will reflect, among other factors, the level of market demand for the Series 2008 Bonds (including whether a Remarketing Agent is willing to purchase Series 2008 Bonds for its own account). There may or may not be Series 2008 Bonds tendered and remarketed on a Rate Determination Date, and the Remarketing Agents may or may not be able to remarket any Series 2008 Bonds tendered for purchase on such date at par. The Remarketing Agents are not obligated to advise purchasers in a remarketing if they do not have third-party buyers for all of the Series 2008 Bonds at the remarketing price.

Under Certain Circumstances, the Remarketing Agents May Be Removed, Resign or Cease Remarketing the Series 2008 Bonds, Without a Successor Being Named. Under certain circumstances a Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreements. In the event there is no Remarketing Agent for a subseries of the 2008 Bonds, bondholders may tender their Series 2008 Bonds to the Paying Agent/Registrar. In that event, the Series 2008 Bonds will bear interest at the rate set in accordance with the terms of the Ordinance, the remarketing of the particular subseries of Series 2008 Bonds will cease until a successor remarketing agent for such subseries has been appointed. In this case, tendering bondholders will be paid from draws on the applicable Letter of Credit.

RATINGS

Moody's Investors Service ("Moody's") has assigned to the Subseries 2008A Bonds the rating of "VMIG 1", based on the ratings assigned to UBS, and has assigned to the Subseries 2008B Bonds a rating of "VMIG 1", based on the ratings assigned to SMBC. S&P Global ("S&P"), has assigned to the Subseries 2008A Bonds the rating of "A-1", based on the ratings assigned to UBS, and has assigned to the Subseries 2008B Bonds a rating of "A-1", based on the ratings assigned to SMBC. The Series 2008 Bonds have received an underlying long-term rating of "Aa1" from Moody's and a rating of "AA+" from S&P.

The ratings described above reflect only the views of Moody's and S&P, and any explanation of the significance of the ratings may be obtained only from such organizations. There is no assurance that any of the ratings will continue for any given period of time or that any rating may not be lowered or withdrawn if, in the judgment of a rating agency, circumstances so warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the secondary market prices of the Series 2008 Bonds.

THE CITY; DOCUMENTS INCORPORATED BY REFERENCE

General

The 2008 Official Statement, other than Appendices A, B, and F thereto, is attached hereto as APPENDIX B, and is incorporated herein by reference. The information in APPENDIX C to this Information Circular supersedes certain information in the 2008 Official Statement.

The City files periodic reports and other information regarding the Series 2008 Bonds with the Municipal Securities Rulemaking Board (the "MSRB"). These reports and information are available free of charge from the MSRB via the Electronic Municipal Market Access system ("EMMA") at www.emma.msrb.org.

This Information Circular "incorporates by reference" the information regarding the Series 2008 Bonds the City files with the MSRB, which means that important information is disclosed to you by referring you to those documents. The information regarding the Pledged Revenues incorporated by reference is an important part of this Information Circular. The information incorporated by reference includes the City's annual report for the fiscal year ended September 30, 2020, including the consolidated financial statements and consolidating schedules and Management Discussion and Analysis of Financial Condition and Results of Operations that are a part thereof, as well as any filing made by the City in the future. Certain information relating to the current operations and management of the Convention Center is set forth below under "– The Convention Center".

Any statement incorporated or deemed to be incorporated by reference will be deemed to be modified or superseded for purposes of this Information Circular to the extent that a statement contained in this Information Circular modifies or supersedes that statement.

The Convention Center

The Convention Center is located in downtown Austin at 500 East Caesar Chavez Street (formerly First Street) on the east side of the City's central business district. The Convention Center occupies four blocks bounded by Trinity Street on the west, Red River Street on the east, Fourth Street on the north, and Cesar Chavez Street on the south. There are more than 12,000 hotel rooms within a 2 mile radius of the Convention Center. The construction of the Austin Convention Center commenced in late 1989 and it opened for business in July 1992 and was expanded in 2002. In June 1992, the City acquired a 10-story, 1,100 space parking garage as a part of the Convention Center located at 201 East Second Street, one block from the Convention Center. The Convention Center underwent a \$110-million expansion in 2002 that brought the size of the facility to roughly 881,400 gross square feet. The Convention Center currently features roughly 247,052 square feet of contiguous and column-free exhibition space within five exhibition halls. The expansion included the addition of the Grand Ballroom, measuring approximately 43,300 square feet. Located in tech-heavy Austin, the Convention Center's telecommunications and infrastructure enables the facility to support gigabit Ethernet over its fiber optic network, making exhibitions and trade shows a more "hands-on" experience for both attendees and exhibitors. The Convention Center is a LEED Gold-certified facility. In 2005, the Convention Center Department constructed a 685 space parking garage located at 601 East 5th Street. The City has entered into a management contract with Levy Premium Foodservice, L.L.C. to provide catering and beverage services at the Austin Convention Center that expires September 30, 2022.

In addition, the City owns and operates the Palmer Events Center and parking garage as a part of the City's Convention Center Department. The Palmer Events Center and parking garage are located at 900 Barton Springs Road next to Lady Bird Lake (formerly Town Lake) and are utilized for arts and craft shows, concerts, trade shows and small conventions. The Palmer Events Center has approximately 70,000 square feet of exhibit space and five meeting rooms. The parking garage has 1,200 parking spaces. On January 5, 2004, a Hilton Hotel adjacent to the Convention Center opened for business. This hotel is owned by Austin Convention Enterprises, Inc., a non-profit public facilities corporation created by the City to act on its behalf in connection with the development of such hotel.

The Convention Center is operated by the City as a City Department and a separate enterprise fund of the City. The Convention Center Department was created by the City Council in 1989 and initially included the Austin Convention and Visitor's Bureau which is now a separate non-profit corporation. In July 2021, the City of Austin named Trisha Tatro as the director for the Austin Convention Center Department. Prior to her appointment as Director, Ms. Tatro had served as interim director since February 2020 and has been with the Austin Convention Center for 19 years.

MISCELLANEOUS

This Information Circular has been prepared for use by Raymond James & Associates, Inc., as Remarketing Agent for the Subseries 2008A Bonds and for use by BofA Securities, Inc., as Remarketing Agent for the Subseries 2008B Bonds, for the sole purpose of providing information with respect to the Series 2008 Bonds in connection with the substitution of the Subseries A Letter of Credit. Except with respect to such matters as provided for in this Information Circular, the 2008 Official Statement has not been updated since its date.

APPENDIX A

INFORMATION REGARDING THE BANKS

The information contained in this Appendix A relates to and has been obtained from the Banks. The delivery of this Information Circular shall not create any implication that there has been no change in the affairs of the Banks since the date hereof, or that the information contained or referred to in this Appendix A is correct as of any time subsequent to its date.

UBS AG

UBS AG with its subsidiaries (together, "UBS AG consolidated", or "UBS AG Group"; together with UBS Group AG, which is the holding company of UBS AG, and its subsidiaries, "UBS Group", "Group", "UBS" or "UBS Group AG consolidated") provides financial advice and solutions to private, institutional and corporate clients worldwide, as well as private clients in Switzerland.

UBS AG is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an Aktiengesellschaft, a corporation limited by shares. Its two registered offices are located in Zurich and Basel, Switzerland. According to article 2 of the articles of association of UBS AG dated 26 April 2018 ("Articles of Association"), the purpose of UBS AG is the operation of a bank. Its scope of operations extends to all types of banking, financial, advisory, trading and service activities in Switzerland and abroad. UBS AG may establish branches and representative offices as well as banks, finance companies and other enterprises of any kind in Switzerland and abroad, hold equity interests in these companies, and conduct their management. UBS AG is authorized to acquire, mortgage and sell real estate and building rights in Switzerland and abroad. UBS AG may borrow and invest money on the capital markets. UBS AG is part of the group of companies controlled by the group parent company UBS Group AG. It may promote the interests of the group parent company or other group companies. It may provide loans, guarantees and other kinds of financing and security for group companies.

In addition to being a financial holding company under the Bank Holding Company Act, under which the Federal Reserve Board has supervisory authority over its US operations, UBS AG maintains branches in the US, which are authorized and supervised by the Office of the Comptroller of the Currency. UBS AG will provide credit and/or liquidity facilities through its Stamford branch.

UBS files periodic reports with the Securities Exchange Commission (SEC). Additional information, including the most recent Annual Report on Form 20-F for the year ended December 31, 2020 and reports filed on Form 6-K, can be easily obtained from the SEC website (www.sec.gov).

SUMITOMO MITSUI BANKING CORPORATION

Sumitomo Mitsui Banking Corporation (*Kabushiki Kaisha Mitsui Sumitomo Ginko*) (“**SMBC**”) is a joint stock corporation with limited liability (*Kabushiki Kaisha*) under the laws of Japan. The registered head office of SMBC is located at 1-2, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-0005, Japan.

SMBC was established in April 2001 through the merger of two leading banks, The Sakura Bank, Limited and The Sumitomo Bank, Limited. In December 2002, Sumitomo Mitsui Financial Group, Inc. (“**SMFG**”) was established through a stock transfer as a holding company under which SMBC became a wholly-owned subsidiary. **SMFG reported ¥240,120,007 million (US\$2.17 trillion) in consolidated total assets as of June 30, 2021.**

SMBC is one of the world’s leading commercial banks and provides an extensive range of banking services to its customers in Japan and overseas. In Japan, SMBC accepts deposits, makes loans and extends guarantees to corporations, individuals, governments and governmental entities. It also offers financing solutions such as syndicated lending, structured finance and project finance. SMBC also underwrites and deals in bonds issued by or under the guarantee of the Japanese government and local government authorities, and acts in various administrative and advisory capacities for certain types of corporate and government bonds. Internationally, SMBC operates through a network of branches, representative offices, subsidiaries and affiliates to provide many financing products, including syndicated lending and project finance.

The New York Branch of SMBC is licensed by the New York State Department of Financial Services to conduct branch banking business at 277 Park Avenue, New York, New York, and is subject to examination by the New York State Department of Financial Services and the Federal Reserve Bank of New York.

Financial and Other Information

Audited consolidated financial statements for SMFG and its consolidated subsidiaries for the fiscal year 2020 ended March 31, 2021, as well as other corporate data, financial information and analyses, are available in English on SMFG's website at www.smfg.co.jp/english.

The information herein has been obtained from SMBC, which is solely responsible for its content. The delivery of the Official Statement shall not create any implication that there has been no change in the affairs of SMBC since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to its date.

The information contained in this Appendix relates to and has been obtained from the Banks. The delivery of this Information Circular shall not create any implication that there has been no change in the affairs of the Banks since the date hereof, or that the information contained or referred to in this Appendix is correct as of any time subsequent to its date.

APPENDIX B

2008 OFFICIAL STATEMENT

The information contained in this APPENDIX B reflects the Official Statement dated August 7, 2008, delivered in connection with the initial issuance of the Series 2008 Bonds, other than Appendices A, B and F thereto.

APPENDIX C

CERTAIN REVISIONS TO 2008 OFFICIAL STATEMENT

Certain summaries in the 2008 Official Statement shall be superseded by the descriptions provided below. The revisions described below should be read in conjunction with the 2008 Official Statement, which is attached to this Information Circular as APPENDIX B.

The summary in the 2008 Official Statement under the caption "SECURITY FOR THE BONDS – Funds and Flow of Funds – Flow of Funds regarding Pledged Hotel Occupancy Tax Revenues" is replaced in its entirety by the following:

Flow of Funds regarding Pledged Hotel Occupancy Tax Revenues. The City covenants and agrees that all revenues derived by the City from the 4.5% HOT (which revenues are defined in the Ordinance as the "Pledged Hotel Occupancy Tax Revenues") shall be deposited as received into the Tax Fund. Money from time to time credited to the Tax Fund shall be applied as follows in the following order of priority:

First, to transfer all amounts to the Debt Service Fund required by the ordinances authorizing the issuance of the Prior Lien Bonds (in such relative order of priority as is required by the related ordinances).

Second, to transfer all amounts to the Debt Service Reserve Fund required by the ordinances authorizing the issuance of the Prior Lien Bonds (in such relative order of priority as is required by the related ordinances).

Third, to transfer to the Bond Fund all amounts necessary to provide for the payment of Parity Obligations, to the extent that the revenues from the Special Hotel Occupancy Tax are insufficient to meet the Debt Service Fund requirements of the related ordinances.

Fourth, to transfer to the Reserve Fund the amounts required pursuant to the provisions of the Ordinance as described under the heading "SECURITY FOR THE BONDS – Reserve Fund," to the extent that the revenues from the Special Hotel Occupancy Tax are insufficient to meet the Reserve Fund requirements of the related ordinances.

Fifth, to transfer all amounts required to be deposited to the special funds and accounts created for the payment and security of the Junior Subordinate Lien Bonds.

Sixth, to the payment of all Junior Obligations secured under the Ordinance on a pari passu basis.

Seventh, for any lawful purpose under the Tax Act.

The summary in the 2008 Official Statement under the caption "SECURITY FOR THE BONDS – Funds and Flow of Funds – Flow of Funds regarding Special Hotel Occupancy Tax Revenues" is replaced in its entirety by the following:

Flow of Funds regarding Special Hotel Occupancy Tax Revenues. The City covenants and agrees that all receipts and revenues collected and received by the City from the Special Hotel Occupancy Tax shall be deposited to the credit of the Venue Project Fund and more particularly to the credit of the Tax Account. Following the issuance of the Bonds and while Parity Obligations and Junior Obligations remain Outstanding, money from time to time credited to the Tax Account shall be applied as follows in the following order of priority:

First, to transfer all amounts to the Debt Service Account required by the ordinances authorizing the issuance of the Prior Lien Bonds (in such relative order of priority as is required by the related ordinances).

Second, to transfer all amounts to the Debt Service Reserve Account required by the ordinances authorizing the issuance of the Prior Lien Bonds (in such relative order of priority as is required by the related ordinances).

Third, to transfer to the Bond Fund all amounts necessary to provide for the payment of the Parity Bonds and Parity Obligations related to the Parity Bonds.

Fourth, to transfer to the Reserve Fund the amounts required pursuant to the provisions of the Ordinance as described under the heading "SECURITY FOR THE BONDS – Reserve Fund."

Fifth, to transfer all amounts required to be deposited to the special funds and accounts created for the payment and security of the Junior Subordinate Lien Bonds.

Sixth, to the payment of all Junior Obligations secured under the Ordinance on a pari passu basis.

Seventh, to pay the costs of operating or maintaining the Convention Center/Waller Creek Venue Project.

The first paragraph under the caption "DESCRIPTION OF THE BONDS – Defeasance" in the 2008 Official Statement is replaced in its entirety with the following:

If the City pays or causes to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner described in the Ordinance, and other obligations due under any Credit Facility or Liquidity Facility are paid in full or otherwise provided for and any related Credit Facility or Liquidity Facility has been canceled, then the pledge of the Pledged Revenues under the Ordinance and all other obligations of the City to the Holders will thereupon cease, terminate, and become void and be discharged and satisfied.

The definitions of "Mandatory Purchase Date" and "Parity Obligations" contained in Appendix C to the 2008 Official Statement are replaced in their entirety with the following:

"Mandatory Purchase Date" means (i) any Mode Change Date, (ii) the Substitution Date, (iii) the Expiration Tender Date, and (iv) the Termination Tender Date.

"Parity Obligations" mean at any time all (i) Parity Bonds, (ii) all Reimbursement Obligations, (iii) obligations of the City to make scheduled payments under an Interest Rate Management Agreement, (iv) all other obligations of the City under any Credit Agreements owing to the Credit Facility Provider or the Liquidity Facility Provider by the City, and (v) any future obligation of the City under Credit Agreements or other agreements to the extent such obligations are secured by a lien on the 4.5% HOT on an equal and ratable basis with the lien securing the Parity Bonds.

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