

1 **EXHIBIT A**

2 Form of Certificate

3 NO. R-__¹ \$_____

4 UNITED STATES OF AMERICA
5 STATE OF TEXAS

6 CITY OF AUSTIN, TEXAS
7 CERTIFICATE OF OBLIGATION,
8 SERIES 2015

Maturity Date² Interest Rate² Dated Date CUSIP No.²
September 1, 20__ % _____, 2015

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

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

14 _____ DOLLARS

15 and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified
16 above, or the date of its redemption prior to scheduled maturity, at the rate of interest per annum
17 specified above, with said interest being payable on _____, 20__, and semiannually on
18 each September 1 and March 1 thereafter; except that if the Paying Agent/Registrar's
19 Authentication Certificate appearing on the face of this Certificate is dated later than
20 _____, 2015, such interest is payable semiannually on each September 1 and March 1
21 following such date.³

22 THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money
23 of the United States of America, without exchange or collection charges. The principal of this
24 Certificate shall be paid to the registered owner hereof upon presentation and surrender of this

¹ The initial Certificate shall be numbered T-1.

² To be omitted from the initial Certificate.

³ The first paragraph of the initial Certificate shall read as follows:

"ON THE MATURITY DATES SPECIFIED BELOW, THE CITY OF AUSTIN,
TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, hereby promises to pay to
_____ or to the registered assignee hereof (either being hereinafter
called the "registered owner") the principal amounts shown below: [Insert information regarding
maturity dates, principal amounts and interest rates from the Pricing Certificate] and to pay
interest thereon, from the Dated Date specified above, to the Maturity Dates specified above, or
the date of its redemption prior to scheduled maturity, at the rates of interest per annum specified
above, with said interest being payable on _____, 20__, and semiannually on each
September 1 and March 1 thereafter; except that if the Paying Agent/Registrar's Authentication
Certificate appearing on the face of this Certificate is dated later than _____, 20__, such
interest is payable semiannually on each September 1 and March 1 following such date."

1 Certificate at maturity or redemption prior to maturity at the designated corporate trust office in
2 Houston, Texas (the "Designated Payment/Transfer Office") of U.S. Bank National Association,
3 which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this
4 Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof as shown
5 by the Registration Books kept by the Paying Agent/Registrar at the close of business on the
6 record date, which is the 15th day of the month next preceding such interest payment date by
7 check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and
8 payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar
9 for such purpose as hereinafter provided; and such check shall be sent by the Paying
10 Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment
11 date, to the registered owner hereof at its address as it appears on the Registration Books kept by
12 the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity or
13 upon redemption of this Certificate prior to maturity as provided herein shall be paid to the
14 registered owner upon presentation and surrender of this Certificate for redemption and payment
15 at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants
16 with the registered owner of this Certificate that no later than each principal payment and/or
17 interest payment date for this Certificate it will make available to the Paying Agent/Registrar
18 from the Interest and Sinking Fund as defined by the ordinance authorizing the Certificates (the
19 "Ordinance") the amounts required to provide for the payment, in immediately available funds,
20 of all principal of, premium, if any, and interest on the Certificates, when due.

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

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

42 THIS CERTIFICATE is one of a series of Certificates of like tenor and effect except as
43 to number, principal amount, interest rate, maturity and option of redemption, authorized in
44 accordance with the Constitution and laws of the State of Texas in the aggregate principal

1 amount of \$ _____, for the purpose of providing funds with which to pay contractual
2 obligations to be incurred by the City, to-wit: making and acquiring various public
3 improvements for the City, as described in the Ordinance, and the payment of fiscal, engineering
4 and legal fees incurred in connection therewith.

5 ON SEPTEMBER 1, 20___, or on any date thereafter, the Certificates of this series
6 maturing on September 1, 20___, and thereafter may be redeemed prior to their scheduled
7 maturities, at the option of the City, in whole, or in part, at a price equal to the principal amount
8 thereof, without premium, plus accrued interest to the date fixed for redemption. The years of
9 maturity of the Certificates called for redemption at the option of the City prior to stated maturity
10 shall be selected by the City. The Certificates or portions thereof redeemed within a maturity
11 shall be selected by lot or other customary random selection method by the Paying
12 Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is
13 determined only by a book entry at a securities depository for the Certificates, if fewer than all of
14 the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the
15 particular Certificates of such maturity and bearing such interest rate shall be selected in
16 accordance with the arrangements between the City and the securities depository.

17 THE CERTIFICATES maturing on September 1, 20___ (the "Term Certificates") are
18 subject to mandatory sinking fund redemption in part, by lot or other customary random
19 selection method, pursuant to the terms of the Ordinance on September 1 in the following years
20 and in the following amounts, at a price equal to the principal amount thereof, plus accrued and
21 unpaid interest to the date of redemption, without premium:

<u>Year</u>	<u>Principal Amount</u>
*	\$

22 _____
23 * Final Maturity

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

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

1 payment is made, all as provided above, this Certificate, or the portion hereof which is to be so
2 redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not
3 bear interest after the date fixed for its redemption, and shall not be regarded as being
4 outstanding except for the right of the registered owner to receive the redemption price plus
5 accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the
6 funds provided for payment. The Paying Agent/Registrar shall record in the Registration Books
7 all redemptions of principal of this Certificate or any portion hereof. If a portion of any
8 Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity
9 date, bearing interest at the same rate, in any denomination or denominations in any integral
10 multiple of \$5,000, at the written request of the registered owner, and in an aggregate principal
11 amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the
12 surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance. If
13 a notice of redemption is given and sufficient funds are not received for the payment of the
14 required redemption price for the Certificates which are to be redeemed, the notice shall be of no
15 force and effect, the City shall not redeem the Certificates, and the Paying Agent/Registrar shall
16 give notice, in the manner in which the notice of redemption was given, that the Certificates have
17 not been redeemed.

18 ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered
19 certificates, without interest coupons, in the denomination of any integral multiple of \$5,000 (an
20 "Authorized Denomination"). As provided in the Ordinance, this Certificate may, at the request
21 of the registered owner or the assignee or assignees hereof, be assigned, transferred, and
22 exchanged for a like aggregate principal amount of fully registered certificates, without interest
23 coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be,
24 having the same maturity date, and bearing interest at the same rate, in any Authorized
25 Denomination as requested in writing by the appropriate registered owner, assignee, or
26 assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at
27 its Designated Payment/Transfer Office for cancellation, all in accordance with the form and
28 procedures set forth in the Ordinance. Among other requirements for such assignment and
29 transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar,
30 together with proper instruments of assignment, in form and with guarantee of signatures
31 satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any
32 portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in
33 whose name or names this Certificate or any such portion or portions hereof is or are to be
34 transferred and registered. The form of Assignment printed or endorsed on this Certificate may
35 be executed by the registered owner to evidence the assignment hereof, but such method is not
36 exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be
37 used to evidence the assignment of this Certificate or any portion or portions hereof from time to
38 time by the registered owner. The one requesting such exchange shall pay the Paying
39 Agent/Registrar's reasonable standard or customary fees and charges for exchanging any
40 Certificate or portion thereof. The foregoing notwithstanding, in the case of the exchange of an
41 assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees
42 and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any
43 taxes or governmental charges required to be paid with respect thereto shall be paid by the one
44 requesting such assignment, transfer, or exchange as a condition precedent to the exercise of
45 such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar shall be
46 required to transfer or exchange any Certificate so selected for redemption, in whole or in part,

1 within forty-five (45) calendar days of the date fixed for redemption; provided, however, such
2 limitation of transfer shall not be applicable to an exchange by the registered owner of the
3 uncalled principal of a Certificate.

4 WHENEVER the beneficial ownership of this Certificate is determined by a book entry
5 at a securities depository for the Certificates, the foregoing requirements of holding, delivering
6 or transferring this Certificate shall be modified to require the appropriate person or entity to
7 meet the requirements of the securities depository as to registering or transferring the book entry
8 to produce the same effect.

9 IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City,
10 resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it
11 promptly will appoint a competent and legally qualified substitute therefor, and promptly will
12 cause written notice thereof to be mailed to the registered owners of the Certificates.

13 IT IS HEREBY CERTIFIED AND RECITED that this Certificate has been duly and
14 validly authorized, issued, and delivered; that all acts, conditions, and things required or proper
15 to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of
16 this Certificate have been performed, existed, and been done in accordance with law; that this
17 Certificate is a direct obligation of the City, issued on the full faith and credit thereof, that annual
18 ad valorem taxes sufficient to provide for the payment of the interest on and principal of this
19 Certificate, as such interest comes due and such principal matures, have been levied and ordered
20 to be levied against all taxable property in the City, and have been pledged for such payment,
21 within the limits prescribed by law, and that a limited pledge (not to exceed \$1,000) of the
22 surplus revenues from the operation of the City's solid waste disposal system remaining after
23 payment of all operation and maintenance expenses thereof and any other obligations heretofore
24 or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and
25 pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates,
26 have been pledged as additional security for the Certificates.

27 BY BECOMING the registered owner of this Certificate, the registered owner thereby
28 acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms
29 and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in
30 the official minutes and records of the governing body of the City, and agrees that the terms and
31 provisions of this Certificate and the Ordinance constitute a contract between each registered
32 owner hereof and the City.

33 IN WITNESS WHEREOF, this Certificate has been duly executed on behalf of the City,
34 under its official seal, in accordance with law.

City Clerk,
City of Austin, Texas

Mayor,
City of Austin, Texas

(SEAL)

35

* * * * *

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

2 PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
3 (To be executed if this Certificate is not accompanied by an
4 executed Registration Certificate of the Comptroller
5 of Public Accounts of the State of Texas)

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

Dated:

Paying Agent/Registrar

By: _____
Authorized Representative

12 * * * * *

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

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

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

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

Comptroller of Public Accounts of the
State of Texas

25
26
27
28 (SEAL)

29 * * * * *

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19

FORM OF ASSIGNMENT:

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

/ _____ /

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.