

ORDINANCE NO.2019 -3

AN ORDINANCE TO PROVIDE FOR THE
ISSUANCE OF \$8,440,000 GENERAL OBLIGATION WARRANTS
SERIES 2019
OF THE CITY OF HAMILTON, ALABAMA

BE IT ORDAINED by the Mayor and City Council of the City of Hamilton in the State of Alabama as follows:

Section 1. Definitions and Use of Phrases.

(a) **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"**Authorized Denominations**" means the sum of \$5,000 or any integral multiple thereof.

"**Bank**" means U.S. Bank National Association, in its capacity as registrar, transfer agent and paying agent with respect to the Warrants, and includes any successor Bank appointed pursuant to Section 20 hereof.

"**City**" means the municipal corporation of Hamilton in the State of Alabama and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**City Clerk**" means the city clerk of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any successor Code thereto.

"**Council**" means the governing body of the City as from time to time constituted.

"**Eligible Investments**" means (a) United States Securities, (b) Eligible Securities, and (c) any money market fund invested solely in United States Securities.

"**Eligible Securities**" means an interest-bearing certificate of deposit issued by the Bank or any bank, savings and loan association or trust company organized under the laws of the United States of America or any state thereof that is (to the extent not insured by the Federal Deposit Insurance Corporation) collaterally secured by a pledge of United States Securities (a) having at any date of calculation a market value (taking account of any accrued interest thereon) not less than the principal of and the accrued interest on the certificates of deposit secured thereby, (b) deposited and pledged with any Federal Reserve Bank or with any bank or trust company organized under the laws of the United States or any state thereof, and having

combined capital and surplus and undivided profits of not less than \$100,000,000, and (c) for which a receipt signed by the bank or trust company having custody of such collateral securities and containing a sufficient description thereof has been furnished to the Bank.

"**FNB**" means First National Bank of Hamilton, and any successors or assigns thereof.

"**Herein**," "**hereby**," "**hereunder**," "**hereof**," and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion hereof in which any such word is used.

"**Holder**" means the person in whose name a Warrant is registered on the registry books of the Bank pertaining to the Warrants.

"**Interest Payment Date**" means each February 1 and August 1, commencing February 1, 2020.

"**Mayor**" means the Mayor of the City.

"**Overdue Interest**" means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.

"**Overdue Interest Payment Date**" means the date fixed by the Bank, pursuant to the provisions of Section 15 hereof, for the payment of Overdue Interest.

"**Record Date**" means the January 15th or July 15th, as the case may be, next preceding an Interest Payment Date.

"**Redemption Date**" means the date fixed for redemption of any of the Warrants pursuant to the provisions of Section 4 hereof.

"**Redemption Price**" means the price at which the Warrants may be redeemed.

"**Resolution**" and "**Ordinance**" mean, respectively, a resolution or ordinance adopted by the Council.

"**Series 2014-A Warrants**" means the City's \$9,975,000 initial aggregate principal amount of General Obligation Warrants, Series 2014-A, dated September 1, 2014.

"**Series 2014-A Warrants Ordinance**" means Ordinance No. 2014-7 adopted by the governing body of the City on August 18, 2014, under which the Series 2014-A Warrants were issued.

"**United States Securities**" means any securities that are direct obligations of the United States of America.

"Warrant Fund" means the special fund of the City created in Section 6(a) hereof.

"Warrants" means the \$8,440,000 General Obligation Warrants, Series 2019, herein authorized.

(b) **Use of Phrases.** The definitions set forth in Section 1(a) hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. Findings. The Council has ascertained and does hereby find and declare as follows:

(a) the City has heretofore issued the Series 2014-A Warrants;

(b) due to the currently favorable interest rate environment, the Council has determined it necessary, wise and in the public interest to refund, on a current basis, the Series 2014-A Warrants; and

(c) the Council hereby deems it necessary, desirable and in the public interest that the Series 2019 Warrants hereinafter authorized be issued and delivered in order to: (i) pay the costs of refunding the Series 2014-A Warrants, and (b) pay the costs of issuing the Series 2019 Warrants.

Section 3. Authorization of the Warrants.(a) **Principal Amount, Maturities and Interest Rates.** Pursuant to the applicable provisions of the constitution and laws of Alabama, including particularly but without limitation Section 11-47-2 of the Code of Alabama 1975, as amended (the "Alabama Code"), and Amendment 84 to the Constitution of Alabama of 1901, as amended (respecting that portion of the Series 2014-A Warrants originally issued under Amendment 84), and for the purposes hereinabove stated, there are hereby authorized to be issued \$8,440,000 aggregate principal amount of General Obligation Warrants, Series 2019, of the City (the "Warrants"). The Warrants shall be issued as fully registered warrants without coupons, shall be dated September 18, 2019, shall mature and become payable on August 1 in the years and in the amounts and shall bear interest at the per annum rates of interest as follows:

Year of Maturity	Amount Maturing	Interest Rate
2020	\$130,000	3.000%
2021	735,000	3.000
2022	720,000	2.000

2023	725,000	5.000
2024	545,000	5.000
2025	485,000	3.000
2026	430,000	5.000
2027	405,000	5.000
2028	720,000	5.000
2029	720,000	5.000
2030	760,000	3.000
2031	130,000	3.000
2032	525,000	2.000
2033	710,000	2.100
2034	700,000	2.150

(b) **Place and Manner of Payment.** The principal of and the premium, if any, on the Warrants shall be payable at the corporate trust office of the Bank upon presentation and surrender of the Warrants as the same become due and payable. Except as provided in Section 15 hereof, interest on the Warrants shall be payable by check or draft mailed by the Bank to the registered Holders of the Warrants at the addresses shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the Record Date next preceding the Interest Payment Date. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest (or, if such due date is not a business day, on the business day immediately following such due date). The Bank shall cause all payments of the principal of and the interest and premium, if any, on the Warrants to be accompanied by CUSIP numbers with appropriate dollar amounts for each CUSIP number.

(c) **Computation of Interest and Interest Payment Dates.** The Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such interest shall be payable semiannually on each August 1 and February 1, commencing February 1, 2020, until and at the maturity of the Warrants. The Warrants shall bear interest after their respective maturities until paid at the per annum rates of interest set forth above.

Section 4. Redemption Provisions.(a) Those of the Warrants maturing or subject to mandatory redemption on August 1, 2030, and on any date thereafter, shall be subject to redemption prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in multiples of \$5,000 with those of the maturities to be redeemed to be selected by the City at its discretion, and if less than all the Warrants of a single maturity are to be redeemed, those to be redeemed to be selected by the Bank by lot), on August 1, 2029, and on any date thereafter, at and for a redemption price for each Warrant (or principal portion thereof) equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) **Manner of Effecting Redemption.** Any such redemption or prepayment of the Warrants (other than mandatory redemptions) shall be effected in the following manner:

(i) **Call.** The City shall by Resolution call for redemption on a stated date when they are by their terms subject to redemption Warrants (or principal portions thereof) and shall recite in said Resolution (A) that the City is not in default in the payment of the principal of or the interest or premium, if any, on any of the Warrants, or (B) that all of the Warrants then outstanding are to be retired on the Redemption Date; provided, however, that it shall not be necessary for the City to adopt any such Resolution, in the case of any redemption of Warrants if the redemption is one that is required by the provisions of any mandatory redemption requirement set forth herein.

(ii) **Notice by Registered or Certified Mail.** The Bank (on behalf of the City) shall cause to be forwarded by United States Registered or Certified Mail to the registered Holder of each of the Warrants the principal of which is to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Bank pertaining to the registration of the Warrants, a notice, dated the date such notice is mailed by the Bank, stating the following: that Warrants (identified by the complete name and date of the Warrants) in certain specified principal amounts (or portions thereof) bearing stated numbers, CUSIP numbers, interest rates and maturity dates, have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date, and that all interest thereon will cease after the Redemption Date. Such notice shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date, but Holders of any Warrants may waive the requirements of this subsection with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants. Such notice shall be sent again promptly to the Holder of any Warrant so called for redemption and not presented for payment within sixty (60) days following the Redemption Date.

(iii) **Payment of Redemption Price.** The City shall make available at the Bank, on or prior to the Redemption Date, in immediately available funds, the total Redemption Price of the Warrants (or portions thereof) that are to be prepaid and redeemed on the Redemption Date.

The City and the Bank will, to the extent deemed by them to be practicable under the circumstances and to the extent permitted by law, comply with the standards set forth in the Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not invalidate the redemption of any Warrants with respect to which the other requirements of this Section 4 have been satisfied. Upon compliance with the foregoing requirements on its part contained in this subsection (c), and if the City is not on the Redemption Date in default in the payment of the principal of or the interest or premium, if any, on any of the Warrants, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Warrants to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Warrant

is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be redeemed in part to the Bank in exchange, without expense to the Holder, for a new Warrant of like tenor except in a principal amount equal to the unredeemed portion of such Warrant. All future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 5. General Obligation. The indebtedness evidenced and ordered paid by the Warrants is and shall be a general obligation of the City for payment of the principal of and the interest and premium, if any, on which the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Warrant Fund.(a) There is hereby created a special fund to be designated the "City of Hamilton Series 2019 Warrant Fund," for the purpose of providing for the payment of the principal of and interest and premium, if any, on the Warrants, at the respective maturities of said principal interest and premium, if any, which special fund shall be maintained until the principal of and the interest and premium, if any, on the Warrants have been paid in full. Payments into the Warrant Fund shall be made as follows:

(i) there shall be paid into the Warrant Fund, simultaneously with the issuance of the Warrants and out of the proceeds derived from the sale thereof, that portion, if any, of said proceeds which may be referable to the accrued interest received by the City on any such sale;

(ii) on or before the 15th day of each January and July, beginning January 15, 2020, and thereafter until the principal of and interest on the Warrants shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (A) the semiannual installment of interest that will mature on the Warrants on the next succeeding Interest Payment Date with respect thereto, plus (B) the principal that will mature on the Warrants on the then next succeeding Interest Payment Date; provided, however, that following payment into the Warrant Fund of any sum out of the proceeds from the sale of the Warrants, pursuant to the provisions of paragraph (i) of this subsection, there shall be credited one time on the amount required by this paragraph (ii) to be paid into the Warrant Fund an amount equal to any such sum so paid into the Warrant Fund pursuant to the provisions of the said paragraph (i).

There shall also be credited on the payments due under this subsection (a) to be made into the Warrant Fund all earnings on investments made pursuant to the provisions of subsection (d) of this Section 6, to the end that all moneys held in the Warrant Fund (exclusive of amounts held therein for the payment of matured but unrepresented Warrants) shall be paid out for purposes for which the Warrant Fund was created within thirteen (13) months from the date such moneys first become available for such purposes. The depository of the Warrant Fund shall promptly notify the City of the receipt of such earnings and the amount thereof.

All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest and premium, if any, on the Warrants, upon or after the respective maturities of such principal, interest and premium; provided, that, if at the final maturity of the Warrants, howsoever the same may mature, there shall be in the Warrant Fund moneys in excess of the amount required to retire the Warrants, then any such excess shall thereupon be returned to the City. When the amount of money on deposit in the Warrant Fund equals or exceeds the aggregate of the principal and interest to their respective maturities on the Warrants at the time outstanding, no further payments need be made into the Warrant Fund except to make good the moneys paid therein which may become lost or which may not be immediately available for withdrawal under the provisions of this section. The City shall make the deposits into the Warrant Fund so that all amounts shall be available by the depository for the Warrant Fund to the Bank in immediately available funds not later than 10:00 a.m., Birmingham, Alabama time on the last business day prior to the February 1 or August 1 with respect to which the payment is made.

(b) **Depository for Warrant Fund.** The City hereby designates FNB as the depository for the Warrant Fund with respect to payment of principal of and interest and premium, if any, on the Warrants. In the event that FNB should at any time decline to act as such depository, or should resign as such depository, or should cease to be a member of the Federal Deposit Insurance Corporation (or any agency which may succeed to its duties), or should cease to be duly qualified and doing business within the State of Alabama or should cease to be a qualified public depository as described in Code of Alabama Section 41-14A-2, or in the event the Council shall determine to change depositories for either of the Warrant Funds, or if the Mayor shall determine to change the depository for the Warrant Fund, then the Mayor may designate the Bank to serve as depository for the Warrant Fund or the Council shall by Resolution designate a successor to such depository; provided, that any such successor depository shall be and remain a member of the Federal Deposit Insurance Corporation (or of any agency which may succeed to its duties) and shall be and remain duly qualified and doing business in the State of Alabama.

(c) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository of the Warrant Fund shall at all times keep the moneys on deposit therein continuously secured for the benefit of the City and the Holders of the Warrants either:

(A) by holding on deposit as collateral security, United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Warrant Fund, or

(B) if the furnishing of security in the manner provided in the foregoing clause (A) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the

applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency that may succeed to its duties) or any portion of the said moneys that may be invested pursuant to the provisions of subsection (d) of this Section 6.

(d) **Investment of Moneys in the Warrant Fund.** So long as the City shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments any or all of the moneys in the Warrant Fund; provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the Warrant Fund and shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in the Warrant Fund. The City may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the Warrant Fund. Each depository for the Warrant Fund shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it by the City.

Section 7. Form of Warrants. The Warrants shall be in substantially the following form:

Unless this Warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF HAMILTON

**GENERAL OBLIGATION WARRANT
SERIES 2019**

Interest Rate**Maturity Date****CUSIP Number**

Subject to prior payment and other provisions as herein provided

The City Treasurer of the City of Hamilton, Alabama, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **CEDE & CO.**, or registered assigns, the principal sum of

_____ **DOLLARS**

on the date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on February 1, 2020, and semiannually thereafter on each August 1 and February 1 thereafter until the due date hereof.

The principal of and the premium (if any) on this Warrant shall be payable only upon presentation and surrender of this Warrant at the corporate trust office of U.S. Bank, National Association (the "Bank") or its successor under the Ordinance hereinafter referred to. Interest on this Warrant shall be remitted by the Bank to the then registered holder hereof at the address shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the January 15 or July 15 preceding each February 1 or August 1, as the case may be. The Ordinance hereinafter referred to provides that all payments by the City or the Bank to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Warrant is one of a duly authorized issue of Warrants designated "General Obligation Refunding Warrants, Series 2019," dated September 18, 2019, and aggregating \$8,440,000 in principal amount (the "Warrants"). This Warrant is issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") of the City duly adopted by the governing body of the City. It is further recited that this Warrant is issued pursuant to Amendment 84 to the Constitution of Alabama of 1901, as amended ("Amendment 84") in order to provide funds to be used in furtherance of the powers and authority granted in Amendment 84 as more particularly described in the Ordinance.

Those of the Warrants maturing on August 1, 2030, and thereafter, shall be subject to redemption prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in multiples of \$5,000 with those of the maturities to be redeemed to be selected by the City at its discretion, and if less than all the Warrants of a single maturity are to be redeemed, those to be redeemed to be selected by the Bank by lot), on August 1, 2029, and on any date thereafter, at and for a redemption price for each Warrant (or principal portion thereof) equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption.

The Ordinance requires that written notice of the call for redemption of this Warrant (or portion of the principal thereof) be forwarded by United States Registered or Certified Mail to the registered owner hereof, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered holder hereof shall surrender this Warrant to the Bank in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, the Warrants (or principal portions thereof) so called for redemption shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the holders thereof shall then and there surrender them for redemption, and all future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

By the execution of this Warrant, the City acknowledges that it is indebted to the payee hereof in the principal amount hereof in accordance with the terms thereof. The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the City for the payment of the principal of and the interest and premium, if any, on which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

The Warrants are issuable only as fully registered Warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Ordinance for the exchange of Warrants for a like aggregate principal amount of Warrants of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Ordinance.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank (the registrar and transfer agent of the City) and only upon surrender of this Warrant to the Bank for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank are concerned, this Warrant may be transferred only in accordance with the provisions of the Ordinance.

In the event that this Warrant (or any principal portion hereof) is duly called for redemption, the Bank shall not be required to register, transfer or exchange this Warrant during the period of forty-five (45) days next preceding the date fixed for its redemption.

Execution by the Bank of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed with the signature of its Mayor, has caused its corporate seal to be hereunto imprinted, has caused this Warrant to be attested by the signature of its City Clerk, and has caused this Warrant to be dated September 18, 2019.

CITY OF HAMILTON

By _____
Mayor

[SEAL]

Attest:

City Clerk

Form of Registration Certificate

Date of Registration: September 18, 2019.

This Warrant was registered in the name of the above-registered owner on the date hereinabove set forth.

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Its Authorized Officer

Form of Assignment

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned Bank.

Dated this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company or Firm)*

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program

(SEMP), or New York Stock Exchange Medallion
Signature Program (MSP).

Statement of Insurance

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Warrant to U.S. Bank National Association, or its successor, as paying agent for the Warrants (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Warrants, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuation of a default or an event of default under the Ordinance or this Warrant, BAM shall be deemed the sole owner of the Warrants for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Warrants or the paying agent for the Warrants for the benefit of such owners under the Ordinance, at law or in equity.

Section 8. Execution of Warrants by the City. The Warrants shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be impressed on the Warrants. Signatures on the Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Warrants, whether initially issued or exchanged for Warrants of different denominations from those initially issued.

Section 9. Registration Certificate on Warrants. A Registration Certificate by the Bank, in substantially the form hereinabove recited, duly executed by the manual signature of an authorized officer of the Bank, shall be endorsed on the Warrants and shall be essential to its validity.

Section 10. Registration and Transfer of Warrants. All Warrants shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Bank. The Bank shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified.

No transfer of a Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the Bank with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Bank, whereupon the City shall execute, and the Bank shall register and deliver to the transferee, a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Warrant is registered on the books of the Bank shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest and premium, if any, thereon may be made. Each Holder of any of the Warrants, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the

Bank are concerned, the Warrants may be transferred only in accordance with the provisions of this Ordinance.

Each transferee of a Warrant takes it subject to all payments of principal and interest in fact made with respect thereto.

Section 11. Exchange of Warrants. Upon the request of the Holder of one or more Warrants, the City shall execute, and the Bank shall register and deliver, upon surrender to the Bank of such Warrant or Warrants in exchange thereof, a Warrant or Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the person surrendering such Warrant or Warrants. All Warrants surrendered for exchange pursuant to the provisions of this Section 11 shall be accompanied by a written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Bank.

Section 12. Expenses of Registration, Transfer and Exchange. Any registration, transfer or exchange of any of the Warrants shall be made without charge to the Holders thereof, except that (a) the Holder requesting any such registration, transfer or exchange shall pay all taxes and other governmental charges required to be paid in connection with such registration, transfer or exchange, and (b) the Holder shall pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant in accordance with Section 17 hereof.

Section 13. Time Limits on Registration, Transfer or Exchange. If any Warrant is called for redemption in whole or in part, the Bank shall not be required to register, transfer or exchange such Warrant during the period of forty-five (45) days next preceding the Redemption Date.

Section 14. Accrual of Interest on Warrants. All Warrants issued prior to February 1, 2020, in exchange for Warrants initially delivered, shall bear interest from September 18, 2019, and all Warrants issued after February 1, 2020, shall bear interest from the February 1 or August 1, as the case may be, next preceding the date of such Warrant's registration and delivery unless (a) such date of registration and delivery is a February 1 or August 1, in which event such Warrant shall bear interest from the date of its registration and delivery, or (b) at the time of such registration and delivery the City is in default in the payment of interest on the Warrant in lieu of which such new Warrant is issued, in which event such new Warrant shall bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment on the Warrant in lieu of which such new Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Warrant shall not affect any gain or loss in interest to the Holder thereof.

Section 15. Persons to Whom Payment of Interest on Warrants Is to Be Made. Interest on the Warrants shall, except as provided in the next succeeding paragraph of this Section 15, be payable in lawful money of the United States of America by check or draft

mailed by the Bank to the Holders of the Warrants at the addresses shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the Record Date next preceding the Interest Payment Date.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to a Holder of Warrants solely by reason of such Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

(a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest.

(b) Such Overdue Interest Payment Date fixed by the Bank shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (a).

(c) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Warrants were registered in the registry books of the Bank pertaining to the Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 16. Persons Deemed Owners of Warrants. The City and the Bank may deem and treat the person in whose name a Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is so registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 17. Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event any Warrant is mutilated, lost, stolen or destroyed, the City may execute and the Bank shall thereupon register and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the City and the Bank, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the City and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Warrant.

In lieu of issuing a new Warrant to replace any mutilated, lost, stolen or destroyed Warrant which shall have already matured or been called for redemption, the Bank may pay such Warrant at or after the maturity or Redemption Date applicable thereto if the Holder of such Warrant satisfies the same terms and conditions as those provided in the preceding provisions of this Section 17 for the replacement of such Warrant. Any mutilated Warrant surrendered to the

Bank pursuant to the terms of this Section 17 shall be destroyed by the Bank after a Warrant in replacement thereof has been issued.

Section 18. Retention of Moneys for Payment of Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank of the holders of the Warrants entitled thereto, and for the purposes of this Ordinance the principal of and interest on such Warrants shall no longer be considered to be unpaid. All liability of the City to the Holders of such Warrants and all rights of such Holders against the City under the Warrants or under this Ordinance shall thereupon cease and terminate, and the sole right of such Holders shall thereafter be against such funds. If any Warrant shall not be presented for payment within a period of one (1) year following the date when such Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Bank shall return to the City any moneys theretofore held by it for payment of such Warrant or such interest.

Section 19. Cancellation of Warrants. The Bank shall forthwith cancel all Warrants which have been paid by it, whether by maturity, redemption or otherwise, and shall destroy such Warrants and, if requested by the City, deliver a certificate to that effect to the City.

Section 20. (a) Appointment of Bank and Acceptance or Duties. The Bank is hereby designated and appointed and shall act as registrar, transfer agent and paying agent with respect to the Warrants. The Bank shall signify its acceptance of the duties of the Bank under this Ordinance by filing with the City a written acceptance thereof not later than the date of the issuance of the Warrants. In such acceptance the Bank shall accept and agree to perform the duties required by this Ordinance, either expressly or by reasonable implication, subject, however, to the following conditions:

(i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Bank.

(ii) The Bank need not recognize a Holder of a Warrant as such without the satisfactory establishment of title to such Warrant as shown on the registry books of the Bank.

(iii) The Bank may be a Holder or a pledgee of any of the Warrants as if not Bank hereunder.

(iv) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(v) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Bank.

(vi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

(vii) The Bank shall, upon reasonable request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(b) **Bank to Maintain Registration Records.** The Bank will keep on file at its principal corporate trust office registration records listing the names and addresses of the holders of the Warrants and proper records of account relating to the receipt, disbursement, investment, allocation and application of moneys under this Ordinance.

(c) **Resignation by Bank.** The Bank and any successor Bank may resign and be discharged from the duties under this Ordinance by causing written notice specifying the effective date, postage prepaid, to the City and to every Holder of a Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the Holders of the Warrants shall have been mailed.

(d) **Removal of Bank.** The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the City and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding.

(e) **Appointment of Successor Bank; Interim Bank.** In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the City, by an instrument signed by the Mayor, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the City will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the City shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The City shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States Registered or Certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every

interim or successor Bank appointed pursuant to this Section 20 shall be a trust company or bank which is qualified to perform all duties of the Bank under this Ordinance and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(f) **Concerning any Successor Bank.** Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall, nevertheless, on the written request of the City or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(g) **Merger or Consolidation of Bank.** Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Bank had itself registered such Warrants.

(h) **Compensation of Bank.** Subject to the provisions of any separate agreement with the Bank, the City shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

Section 21. Sale of Warrants. The execution by the Mayor of that certain Purchase Contract dated August 23, 2019 (herein called the "Purchase Contract"), between the City and Stifel Nicolas & Company Incorporated (herein called the "Underwriter"), a copy of which is attached as Exhibit I to the minutes of the meeting at which this Ordinance, is hereby ratified and affirmed, and the said Purchase Contract is hereby adopted in all respects as if set out in full in this Ordinance. The Warrants are hereby awarded and sold to the Underwriter in accordance with the terms and conditions set forth in said purchase contract, at and for a purchase price equal to \$9,277,274.70, which reflects the initial aggregate principal amount of the Warrants, less an underwriting discount of \$84,400, plus net original issue premium of \$921,674.70.

Section 22. Approval of Preliminary Official Statement and of Official Statement. The Council hereby approves and adopts, as of its dated date, the Preliminary Official Statement dated August 22, 2019, respecting the Warrants, a copy of which is attached as

Exhibit II to the minutes of the meeting of the Council at which this Ordinance is adopted and is made a part of this Ordinance in all respects as if set forth in full herein. The actions of the Mayor in causing the said Preliminary Official Statement to have been "deemed final" as of its date within the meaning of SEC Rule 15c2-12(b)(1) for the purposes of such rules are hereby ratified and affirmed. The Council does hereby further approve and adopt the final Official Statement of the City dated August 29, 2019, the form of which is attached as Exhibit III to the minutes of the meeting of the Council at which this Ordinance is adopted and is made a part of this Ordinance in all respects as if set forth in full herein, with such additional changes, supplements or amendments as deemed necessary by the Mayor (the "Official Statement"). The Mayor is hereby authorized and directed to execute the Official Statement on behalf of the City, and to cause the said Official Statement to be delivered to the purchasers of the Warrants.

Section 23. Authorization of Related Documents and Actions. The Mayor and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver such other documents and certificates and to take such other actions on behalf of the City as may be necessary to consummate the sale and issuance of the Warrants and to carry out fully the transactions contemplated by this Ordinance including, without limiting the generality of the foregoing, the execution and delivery of a certificate or agreement establishing facts and circumstances necessary to support the conclusion that the Warrants are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (hereinafter, the "Code") and the applicable regulations promulgated thereunder, and the execution of a policy of the City respecting post-issuance compliance with the Code concerning the Warrants and other tax-exempt securities of the City.

Section 24. Use of Proceeds from Sale of the Warrants; 2014-A Warrants Warrant Fund.(a) The net proceeds derived from the sale of the Warrants (less the underwriting discount referable thereto to be retained by the Underwriter for the Warrants), shall be applied as follows:

(i) the sum of \$19,306.37 shall be paid to BAM (as defined in Section 32 hereof) for the premium for the Policy (as defined in Section 32 hereof);

(ii) the sum of \$9,169,189.82 shall be deposited with U.S. Bank National Association, in its capacity as escrow agent under the Escrow Trust Agreement hereinafter described, and used and applied for the payment and redemption of the Series 2014-A Warrants as described in the Escrow Trust Agreement; and

(iii) the balance (\$88,778.51) shall be used and applied by the City for payment of the costs of issuing the Warrants.

(b) The Bank is hereby authorized and directed to establish an account in the name of the City for the deposit of the amounts to be remitted to the Bank by the Underwriter as set forth in this Section 24.

(c) Upon the redemption and payment of the Series 2014-A Warrants on the 2014-A Warrants Redemption Date (as such term is hereinafter defined), FNB, as depository of the 2014-A Warrant Fund, shall withdrawal all such funds, if any, then on deposit in the 2014-A Warrant Fund and deposit the same into the Warrant Fund created in Section 6(a) of this Ordinance.

Section 25. Provisions Respecting Registration of Warrants to Comply with Provisions of the Code. The City and the Bank recognize that the provisions of the Code require that the Warrants be in "registered form," and that, in general, each Warrant must be registered as to both principal and interest and any transfer of any Warrant must be effected only by the surrender of the old Warrant and by either the reissuance of the old Warrant to a new Holder or the issuance of a new Warrant to a new Holder. The Bank may rely upon an opinion of nationally recognized bond counsel with respect to any question which may arise pertaining to the registration, transfer, exchange or reissuance of Warrants. The provisions of this Ordinance pertaining to the registration, transfer, exchange or reissuance of the Warrants need not or shall not be followed if the Bank receives an opinion of nationally recognized bond counsel that compliance with requirements in addition to or in lieu of the requirements of this Ordinance pertaining to such registration, transfer, exchange or reissuance is required or permitted under the provisions of the Code or under other applicable laws and regulations.

Section 26. Denominations of Warrants as Initially Issued. The Warrants of each maturity shall be initially issued in Authorized Denominations as requested by the Underwriter and registered in the names of the persons, firms or corporations specified by the Underwriter. If, for any reason, the City is unable to prepare or cause to be prepared Warrants in the Authorized Denominations requested by the Underwriter and registered in the names specified by the Underwriter, the City may deliver one Warrant for each maturity in the principal amount of such maturity, each registered in a name designated by the Underwriter.

Section 27. Provisions for Payment at Par. Each bank at which the Warrants shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal, interest and premium, if any, on the Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expenses. The City agrees with the Holders of the Warrants that it will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of and interest on any of the Warrants.

Section 28. Provisions Respecting Registration of the Warrants to Comply with Provisions of the Code; Designation of the Warrants as "Qualified Tax-Exempt Obligations". (a) The City recognizes that the Code imposes certain conditions to the exemption from Federal income taxation of the interest income on the Warrants. Accordingly, the City agrees that it will continuously comply with all requirements imposed by the Code as a condition to the exemption from Federal income taxation of the interest income on the Warrants. Without in anyway limiting the generality of the foregoing,

(i) the City covenants and agrees that it will not take any action, or fail to take any action, which would cause the interest on any of the Warrants to be or become subject to inclusion in gross income for federal income tax purposes;

(ii) the City will not permit the gross proceeds of the Warrants to be invested or reinvested in a manner that would cause the Warrants to "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code; and

(iii) the City will not apply the proceeds of the Warrants in any manner that would cause any of the Warrants to be "private activity bonds" within the meaning of the Code.

(d) Pursuant to the provisions of Section 265 of the Code, the Warrants are hereby designated as "qualified tax-exempt obligations" within the meaning of 265(b)(3) of the Code. In connection with such designation, the City hereby finds and declares that, during the calendar year 2019, the amount of tax-exempt obligations heretofore issued by the City (including the Warrants) and by all "subordinate entities" and "on behalf of" entities of the City, when added to the amount of the tax-exempt obligations which the City reasonably anticipates are to be issued by the City and by all "subordinate entities" and "on behalf of entities" during calendar year 2019 (other than private activity bonds), will not together exceed \$10,000,000. The Council hereby finds and declares that the City has not, during calendar year 2019, issued any tax-exempt obligations, whether in the form of notes, bonds, warrants or bank loans (whether for capital improvements or operating expenses).

(e) The Mayor and the City Clerk are each hereby authorized and directed execute such certifications or agreements as shall be necessary or desirable to further establish these facts and findings, and are further authorized to deliver the same to the Underwriter and to Bradley Arant Boult Cummings LLP, Bond Counsel to the City, in connection with the issuance of the Warrants, and the Underwriter and said bond counsel are hereby expressly authorized to rely upon such certificates and representations as well as the certifications, representations and findings herein made.

Section 29. Authorization of Disclosure Dissemination Agent Agreement. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, a Disclosure Dissemination Agent Agreement dated September 18, 2019 (the "Disclosure Agreement"), for the benefit of the beneficial owners of the Warrants, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit IV to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) and the City Clerk is hereby authorized and directed to affix to the said Disclosure Agreement the seal of the City and to attest the same.

Section 30. Refunding of Series 2014-A Warrants. (a) Acting pursuant to the provisions of the Series 2014-A Warrants Ordinance, the City hereby calls the Series 2014-A Warrants for redemption and payment on October 18, 2019 (the "2014-A Warrants Redemption Date"), the said redemption to be effected at a redemption price equal to the principal amount so redeemed plus accrued interest to the date so set for redemption. U.S. Bank National Association, in its capacity as paying agent for the Series 2014-A Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Series 2014-A Warrants in the manner provided in the Series 2014-A Warrants Ordinance, and to take all such other action as shall be necessary to carry out the foregoing.

(b) In connection with the payment and redemption of the Series 2014-A Warrants, the Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, an Escrow Trust Agreement dated September 18, 2019 (herein called the "Escrow Trust Agreement"), between the City and U.S. Bank National Association, as escrow trustee, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit V to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) and the City Clerk is hereby authorized and directed to affix to the said Escrow Trust Agreement the seal of the City and to attest the same.

Section 31. Registration of Warrants in the Book-Entry Only System. The provisions of this Section 31 shall apply with respect to any Warrant registered to CEDE & CO. or any other nominee of The Depository Trust Company ("DTC") while the Book-Entry Only System is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

The Warrants shall be issued as one fully registered warrant for each maturity in the total principal amount of such maturity. On the date of the initial authentication and delivery of the Warrants, the Warrants shall be registered in the name of CEDE & CO., as nominee of DTC as the Owner of all the Warrants. With respect to Warrants registered in the name of CEDE & CO., as nominee of DTC, the City and the Bank shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, CEDE & CO. or any participant with respect to any ownership interest in the Warrants, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Warrants, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal or purchase price of or premium, if any, or interest on the Warrants. The Bank shall pay all principal of and premium, if any, or interest on the Warrants only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on such Warrants to the extent of the sum so paid. No person other than DTC shall receive a Warrant. Upon delivery

by DTC to the Bank of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., the words "CEDE & CO." in this Section 31 shall refer to such new nominee of DTC.

Upon receipt by the Bank of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the Bank shall issue, transfer and exchange Warrants as requested by DTC in Authorized Denominations, and whenever DTC requests the Bank to do so, the Bank will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Warrants registered in whatever name or names the Owners transferring or exchanging such Warrants shall designate, in accordance with this Section 31.

In the event the City determines that it is in the best interests of the Beneficial Owners that they be able to obtain Warrants registered in the name of an Owner other than DTC, the City may so notify DTC and the Bank, whereupon DTC will notify the Participants, of the availability through DTC of such Warrants. In such event, upon the return by DTC of all Warrants held by DTC in the name of Cede & Co., the Bank shall issue, transfer and exchange Warrants in Authorized Denominations as requested by DTC, and whenever DTC requests the City and the Bank to do so, the Bank and the City will cooperate with DTC in taking appropriate action after reasonable notice to make available Warrants registered in whatever name or names the Beneficial Owners transferring or exchanging Warrants shall designate, in accordance with this Section 31.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Warrant is registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Warrant and all notices with respect to such Warrant shall be made and given, respectively, to DTC as provided in their Letter of Representations.

In the event that the Book-Entry Only System pursuant to this Section 31 is discontinued, the Beneficial Owners shall be registered on the Registry Books as the Owners of the Warrants. Subsequent to the discontinuation of the Book-Entry Only System, Warrants may be registered, transferred and exchanged in accordance with the provisions of this Ordinance (other than this Section 31).

Section 32. Municipal Bond Insurance Policy.

(1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents. The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. [], Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication

shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(2) Amendments, Supplements and Consents.

(a) *Amendments.* Wherever any Security Document requires the consent of Warrantholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

(b) *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Warrants for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Warrants or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

(3) BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

(4) Policy Payments.

(a) In the event that principal and/or interest due on the Warrants shall be paid by BAM pursuant to the Policy, the Warrants shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Warrants.

(b) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Warrants, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Document and the Warrants; and

ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Warrants for the payment of principal of and interest on the

Warrants to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

(c) *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Warrants for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

(5) Definitions. The following terms shall have the following meanings as used in this Section 32.

- (a) "BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.
- (b) "Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Warrants when due.
- (c) "Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Warrants.

Section 33. Provisions of Ordinance Severable. The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 34. Escrow for Warrants. In addition to all other circumstances under which the Warrants are to be deemed paid, any of the Warrants shall be considered as fully paid if each of the following shall have been delivered:

(a) a trust agreement between the City and a banking corporation or national banking association making provision for the retirement of such Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Warrants (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Warrants, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; and

(b) a certified copy of a Resolution or Ordinance of the Council calling for redemption those of such Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities.

Section 35. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the City and each Holder of the Warrants.

ADOPTED and APPROVED this the 3rd day of September, 2019.

/s/ Bob Page
Mayor

Attest:

/s/ Angela Owens
City Clerk