
CITY OF GAINESVILLE, FLORIDA

**Not to Exceed
\$70,000,000
Variable Rate Utilities System Revenue Bonds,
2019 Series C**

**THIRTY-FIRST SUPPLEMENTAL UTILITIES SYSTEM
REVENUE BOND RESOLUTION 180818**

Adopted March 21, 2019

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**THIRTY-FIRST SUPPLEMENTAL UTILITIES SYSTEM
REVENUE BOND RESOLUTION NO. 180818**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF NOT TO EXCEED \$70,000,000 OF THE CITY OF GAINESVILLE, FLORIDA VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2019 SERIES C, IN ORDER TO PROVIDE MONEYS FOR REFUNDING CERTAIN OUTSTANDING UTILITY SYSTEM DEBT, COST OF ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE UTILITY SYSTEM AND TO PAY THE COSTS OF ISSUANCE THEREOF, AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH; APPROVING THE NEGOTIATED SALE OF THE 2019 SERIES C BONDS AND APPROVING THE FORM, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF A PURCHASE CONTRACT WITH RESPECT THERETO, AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF A REIMBURSEMENT AGREEMENT WITH RESPECT TO THE 2019 SERIES C BONDS; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO THE 2019 SERIES C BONDS; AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO THE 2019 SERIES C BONDS; AUTHORIZING THE AUTHENTICATION AND DELIVERY OF THE 2019 SERIES C BONDS; AUTHORIZING CERTAIN CITY OFFICIALS TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2019 SERIES C BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Gainesville, Florida (the "City") as follows:

**ARTICLE I
DEFINITIONS AND STATUTORY AUTHORITY**

SECTION 1.01 **Supplemental Resolution.** This Thirty-First Supplemental Resolution is supplemental to Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017, as amended and supplemented (the "Master Resolution"). The Master Resolution as supplemented is hereinafter referred to as the "Bond Resolution."

SECTION 1.02 **Definitions.** 1. Except as provided herein all terms which are defined in Section 101 of the Master Resolution shall have the same meanings, respectively, in this Thirty-First Supplemental Resolution as such terms are given in said Section 101 of the Master Resolution.

2. In this Thirty-First Supplemental Resolution:

"**Agent Bank**" shall mean (a) in the case of any Liquidity Facility or Credit Facility to which only one Liquidity Provider or Credit Facility Issuer, respectively, is a party, such Liquidity Provider or Credit Facility respectively, and (b) in the case of any Liquidity Facility or Credit Facility to which more than one Liquidity Provider and/or Credit Facility Issuer, respectively, is a party, the agent appointed to act thereunder on behalf of the Liquidity Providers and/or Credit Facility Issuers that are parties thereto.

"**Alternate Credit Facility**" shall mean any letter of credit, insurance policy, surety bond, revolving credit agreement or other credit enhancement or support facility for the payment of the principal or Redemption Price of, and interest on, the 2019 Series C Bonds and as to which the conditions set forth in paragraph 3 of Section 7.06 shall be satisfied.

"**Auction**" shall mean each periodic implementation of the Auction Procedures.

"**Auction Agent**" shall mean each firm appointed by the City from time to time as the auctioneer for the 2019 Series C Bonds while bearing interest at the Auction Mode Rate and that is designated by an Authorized Officer of the City as constituting an "Auction Agent" hereunder at the time of such appointment.

"**Auction Agreement**" shall mean an agreement between the Auction Agent and the Trustee pursuant to which the Auction Agent agrees to follow the procedures to be specified in Exhibit A with respect to the 2019 Series C Bonds while bearing interest at the Auction Mode Rate, as such agreement may from time to time be amended or supplemented, and that is designated by an Authorized Officer of the City as constituting an "Auction Agreement" hereunder at the time of the execution and delivery thereof.

"**Auction Date**" shall mean any date on which an Auction shall be conducted with respect to the 2019 Series C Bonds, which dates shall be determined as provided in Exhibit A.

"**Auction Mode**" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at Auction Mode Rates.

"**Auction Mode Rate**" shall mean the interest rate applicable to the 2019 Series C Bonds during the Auction Mode, to be determined as provided in clause (a) of Section 3.03 and in Exhibit A.

"**Auction Period**" shall mean such period during which each Auction Rate shall be in effect, as shall be provided in Exhibit A, which period shall begin on a Business Day and end on a day which is followed by a Business Day.

"**Auction Procedures**" shall mean the procedures for conducting Auctions for 2019 Series C Bonds during the Auction Mode to be set forth in Exhibit A.

"**Authorized Denominations**" shall mean (i) for the 2019 Series C Bonds bearing interest at a Daily Rate, a Weekly Rate or a Flexible Rate, \$100,000 or any integral multiple of \$5,000 in excess thereof; (ii) for the 2019 Series C Bonds bearing interest at an Auction Mode Rate, \$25,000

or any integral multiple thereof; and (iii) for the 2019 Series C Bonds bearing interest at a Term Rate or a Fixed Rate, \$5,000 or any integral multiple thereof.

"Authorized Officer" or **"Authorized Officers"** means the "Authorized Officers of the City" as defined in the Bond Resolution.

"Bank Rate" means the rate at which the 2019 Series C Bank Bonds bear interest, from time to time, as determined in accordance with the provision of the Liquidity Facility Agreement or Reimbursement Agreement or other similar agreement entered into between the City and the Liquidity Provider or Credit Facility Issuer, as applicable, but in no event in excess of the Maximum Rate.

"Beneficial Owner" shall have the meaning ascribed to that term in Section 2.05(3).

"Book-Entry Only 2019 Series C Bond" shall mean any 2019 Series C Bond that is restricted to being registered in the registration books kept by the Bond Registrar in the name of the Securities Depository therefor.

"Broker-Dealer" shall mean any entity that is permitted by law to perform the functions required of a Broker-Dealer to be described in Exhibit A, that is a member of, or a direct participant in, the Securities Depository, that has been selected by the City, that is a party to a Broker-Dealer Agreement with the City and the Auction Agent and that is designated by an Authorized Officer of the City as constituting a "Broker-Dealer" hereunder at the time of such selection.

"Broker-Dealer Agreement" shall mean an agreement among the Auction Agent, the City and a Broker-Dealer pursuant to which such Broker-Dealer agrees to follow the procedures to be described in Exhibit A, as such agreement may from time to time be amended or supplemented, and that is designated by an Authorized Officer of the City as constituting an "Auction Agreement" hereunder at the time of the execution and delivery thereof.

"Business Day" shall mean any day, other than a Saturday or Sunday, on which (a) the principal office of the City is open for business during its normal business hours, (b) if the 2019 Series C Bonds are in an Interest Mode other than the Auction Mode or the Fixed Mode, the principal corporate trust office of the Tender Agent, the principal office of the Remarketing Agent and the lending office of the Agent Bank under the Liquidity Facility or Credit Facility, as applicable, are open for business during their respective normal business hours, and (c) if the 2019 Series C Bonds are in the Auction Mode, the principal corporate trust office of the Auction Agent and the principal office of each Broker-Dealer are open for business during their respective normal business hours. For purposes of this definition, the principal office or lending office of an Agent Bank shall be that office of such Agent Bank at which demands for payment under the related Credit Facility or Liquidity Facility, as applicable are to be presented.

"Cede" shall have the meaning given to such term in Section 2.05(3) hereof.

"Chief Financial Officer" shall mean the Chief Financial Officer for Utilities, including any interim officer.

"City" shall mean the City of Gainesville, Florida.

"City Attorney" shall mean the City Attorney, the Utilities Attorney or such other assistant City Attorney as designated by the City Attorney.

"Clerk" shall mean the Clerk of the City Commission, any Deputy Clerk of the City Commission or any Acting Clerk of the City Commission.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any rules and applicable regulations thereunder in effect or proposed.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed in connection with the issuance of the 2019 Series C Bonds.

"Credit Facility" shall mean (a) the Initial Letter of Credit and (b) upon the effectiveness thereof as provided in subsection 3 of Section 7.06, each Alternate Credit Facility, if any. Notwithstanding any other provision of this Thirty-First Supplemental Resolution, any Credit Facility may be the same instrument as any Liquidity Facility, so long as such instrument satisfies the requirements set forth herein for both a Credit Facility and a Liquidity Facility.

"Credit Facility Issuer(s)" shall mean, with respect to a particular Credit Facility, the Person(s) that is (or are) the issuer(s) or provider(s) of such Credit Facility.

"Daily Mode" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at Daily Rates.

"Daily Rate" shall mean the interest rate applicable to the 2019 Series C Bonds during the Daily Mode, determined as provided in clause (b) of Section 3.03.

"Delivery Date" shall mean the date of the initial issuance and delivery of the 2019 Series C Bonds.

"Differential Interest Amount" shall have the meaning assigned thereto in Section 5.01(3).

"DTC" shall have the meaning given to such term in Section 2.05(2) hereof.

"Eligible Account" shall mean an account that is either (a) maintained with a federal or state-chartered depository institution or trust company; or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulations, Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

"Eligible Moneys" means any one or more of the following:

- I. Moneys deposited in the Debt Service Fund that have been continuously on deposit with the Trustee for a period of at least 367 days during which no petition in bankruptcy (or other bankruptcy or similar proceedings) is pending or has been filed by or against the City under the United States Bankruptcy Code, as now or hereafter in effect, or other applicable state or

- federal bankruptcy, insolvency, reorganization or similar law for the relief of debtors, as now or hereafter in effect;
2. Moneys from draws on the Letter of Credit;
 3. Any other moneys or securities, if there is delivered to the Trustee an Opinion of Counsel from legal counsel nationally recognized for having expertise in bankruptcy matters (who, for purposes of such opinion, may assume that no bondowner is an "insider," as defined in the United States Bankruptcy Code) to the effect that the use of such moneys or securities to pay the principal or purchase price of, or premium, if any, or interest on the 2019 Series C Bonds would not constitute a voidable preferential payment in the event of the occurrence of the filing of a petition in bankruptcy (or other commencement of bankruptcy or similar proceedings) by or against the City under the United States Bankruptcy Code, or other applicable state or federal bankruptcy, insolvency, reorganization or similar law for the relief of debtors, as now or hereafter in effect; and
 4. Proceeds from a Series of Bonds issued to refund the 2019 Series C Bonds; and
 5. Any investment income from the above.

"**Exhibit A**" shall mean such Exhibit A as shall be added hereto as a result of the adoption of a Supplemental Resolution in accordance with the provisions of clause (iv) of the first sentence of Section 8.05(1) in connection with the conversion of the 2019 Series C Bonds to the Auction Mode, as the same may be amended from time to time in accordance with the provisions thereof. Such Exhibit A shall contain such provisions relating to the Auction Mode as the City shall determine, including, without limitation, procedures relating to the determination of Auction Dates and Auction Periods, the conduct of Auctions and the determination of the Auction Mode Rate. In such event, Exhibit A shall constitute a part of this Thirty-First Supplemental Resolution for all purposes hereof and of the Bond Resolution.

"**Facility Expiration Date**" shall mean the date upon which the Liquidity Facility or Credit Facility, as applicable, is stated to expire or terminate by its terms, as such date may be extended from time to time, either by extension or renewal of such Liquidity Facility or Credit Facility.

"**Facility Requirement**" shall mean, at such time (if any) of the 2019 Series C Bonds are in an Interest Mode other than an Auction Mode or the Fixed Mode, an amount equal to the principal amount of the Outstanding 2019 Series C Bonds (other than 2019 Series C Bank Bonds), plus (a) if the 2019 Series C Bonds shall be in a Daily Mode or a Weekly Mode, 35 days' interest thereon, each computed at a rate per annum equal to the Maximum Rate and on the basis of a 365-day year and (b) if the 2019 Series C Bonds shall be in the Flexible Mode, the Term Mode, the Auction Mode or the Fixed Mode, an amount determined necessary or desirable by the City.

"**Fitch**" shall mean Fitch Ratings and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"Fixed Mode" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at the Fixed Rate.

"Fixed Rate" shall mean the interest rate applicable to the 2019 Series C Bonds during the Fixed Mode, determined as provided in clause (e) of Section 3.03.

"Flexible Mode" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at Flexible Rates.

"Flexible Rate" shall mean the interest rate applicable to the 2019 Series C Bonds during the Flexible Mode, determined as provided in clause (d) of Section 3.03.

"General Manager" shall mean the General Manager for Utilities, as designated by the City from time to time.

"Initial Letter of Credit" shall mean the Letter of Credit issued by the Initial Letter of Credit Issuer in favor of the Trustee to secure the payment of the principal or Redemption Price of, and interest on, the 2019 Series C Bonds when due and the Purchase Price of 2019 Series C Bonds that are tendered or deemed tendered for purchase and not remarketed, as the same may be amended, restated or supplemented from time to time. The Initial Letter of Credit shall be and constitute both a "Credit Facility" and a "Liquidity Facility" for the 2019 Series C Bonds within the meaning of this Thirty-First Supplemental Resolution.

"Initial Letter of Credit Issuer" shall mean Bank of America, N.A., in its capacity as the issuer of the Initial Letter of Credit.

"Initial Reimbursement Agreement" shall mean the Letter of Credit Reimbursement Agreement between the City and the Initial Letter of Credit Issuer, as the same may be amended, restated or supplemented from time to time in accordance with the terms thereof.

"Interest Accrual Period" shall mean the period from and including each Interest Payment Date to but excluding the next Interest Payment Date. The initial Interest Accrual Period for the 2019 Series C Bonds shall begin on (and include) the Delivery Date. The final Interest Accrual Period for any 2019 Series C Bond shall end on the day next preceding the maturity or redemption date of such 2019 Series C Bond.

"Interest Mode" shall mean a period of time relating to the frequency with which the interest rate on the 2019 Series C Bonds is determined pursuant to Section 3.03. An Interest Mode may be the Auction Mode, the Daily Mode, the Weekly Mode, the Flexible Mode, the Term Mode or the Fixed Mode.

"Interest Payment Date" shall mean, with respect to each 2019 Series C Bond, (a) each date on which the 2019 Series C Bonds shall be subject to mandatory tender for purchase pursuant to clause (c) of Section 3.06; (b) except as to any 2019 Series C Bank Bond, (i) as to 2019 Series C Bonds in the Auction Mode, the various dates on which interest shall be payable on the 2019 Series C Bonds, which dates shall be set forth in Exhibit A hereto; (ii) as to 2019 Series C Bonds in the Daily Mode or the Weekly Mode, the first Business Day of each calendar month; (iii) as to 2019 Series C Bonds in the Flexible Mode, the first Business Day following the end of each Interest Period with respect thereto; and (iv) as to 2019 Series C Bonds in the Term Mode or the Fixed

Mode, semi-annually on each April 1 and October 1 commencing on the first April 1 or October 1 occurring after the conversion to such Interest Mode; *provided, however*, that if such first date occurs less than three (3) months after such conversion, said first Interest Payment Date shall be on the second such date following such conversion; (c) as to any 2019 Series C Bank Bond, unless otherwise provided in the Liquidity Facility Agreement or Reimbursement Agreement or applicable Liquidity Facility or Credit Facility, each date determined pursuant to paragraph 2 of Section 5.02; and (d) the maturity or redemption date thereof.

"Interest Period" shall mean the period from and including a Rate Adjustment Date to but excluding the next succeeding Rate Adjustment Date (if any); *provided, however*, that (a) the first Interest Period for the 2019 Series C Bonds shall be the period from and including the Delivery Date to but excluding the first Rate Adjustment Date and (b) the final Interest Period for any 2019 Series C Bond shall be the period from and including the last Rate Adjustment Date preceding the maturity or redemption date of such 2019 Series C Bond to but excluding such maturity or redemption date.

"Letter of Credit" shall mean (i) the Initial Letter of Credit and (ii) any other unconditional, irrevocable, direct-pay letter of credit or similar facility issued by one or more Credit Facility Issuers, delivered to the Trustee to provide for the payment of the principal or Redemption Price of, and interest on, the 2019 Series C Bonds when due and the Purchase Price of Series 2019 Series C Bonds that are tendered or deemed tendered for purchase and not remarketed, as the same may be amended, restated and supplemented from time to time.

"Letter of Credit Issuer(s)" shall mean, with respect to a particular Letter of Credit, the Person(s) that is (or are) the issuer(s) of such Letter of Credit.

"Liquidity Facility" shall mean (a) the Initial Letter of Credit, (b) any standby bond purchase agreement, revolving credit agreement, letter of credit, surety bond or other agreement or instrument under which any Person undertakes to make loans or provide funds to purchase 2019 Series C Bonds upon the tender (or deemed tender) thereof for purchase and as to which the conditions set forth in paragraph 2 of Section 4.02 shall be satisfied, and (c) upon the effectiveness thereof as provided in subsection 2 of Section 4.02, each Substitute Liquidity Facility. Notwithstanding any other provision of this Thirty-First Supplemental Resolution, any Liquidity Facility may be the same instrument as any Credit Facility, so long as such instrument satisfies the requirements set forth herein for both a Liquidity Facility and a Credit Facility.

"Liquidity Facility Agreement" shall mean (a) for so long as the Initial Letter of Credit shall be in effect, the Initial Reimbursement Agreement and (b) upon the effectiveness of any Substitute Liquidity Facility as provided in subsection 2 of Section 4.02, the agreement pursuant to which such Substitute Liquidity Facility shall be issued or provided, in each such case, as the same may be amended or supplemented from time to time.

"Liquidity Provider" or **"Liquidity Providers"** shall mean, as the context may require, the Person(s) that is (or are) the issuer(s) or provider(s) of a particular Liquidity Facility.

"Liquidity Provider Purchase Date" shall mean, with respect to each 2019 Series C Bond purchased by the Liquidity Provider(s) (or any nominee or nominees thereof) pursuant to clause (b) of paragraph 1 of Section 3.11, the date of such purchase.

"Market Rate" shall mean any interest rate determined in accordance with the procedures set forth in clause (f) of Section 3.03.

"Maximum Rate" shall mean the lesser of (i) the maximum rate permitted by law and (ii) twelve percent (12%) per annum, or such higher rate as shall be approved by the City if (a) an Opinion of Bond Counsel shall have been delivered to the Notice Parties to the effect that any such change in the Maximum Rate (i) is authorized or permitted by the Bond Resolution and the Act and (ii) will not cause the interest on the 2019 Series C Bonds to become includable in gross income for federal income tax purposes and (b) if the 2019 Series C Bonds shall be in the Daily Mode or the Weekly Mode, the Credit Facility and/or Liquidity Facility is modified (if necessary) so that its stated amount or the aggregate commitment of the Liquidity Provider(s) and/or Credit Facility Provider thereunder, as the case may be, is increased to give effect to the increased Maximum Rate.

"Mayor" shall mean the Mayor or Mayor-Commissioner Pro Tempore.

"Mode Adjustment Date" shall mean any date on which the Interest Mode or Interest Period to which the 2019 Series C Bonds are subject is to be changed to another Interest Mode or Interest Period, as the case may be, determined as provided in clause (a)(i) of Section 3.01.

"Moody's" shall mean Moody's Investors Service and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"Notice Parties" shall mean (a) the City, (b) the Trustee, (c) the Paying Agent for the 2019 Series C Bonds, (d) the Bond Registrar, (e) if the 2019 Series C Bonds are in an Interest Mode other than the Auction Mode or the Fixed Mode, the Remarketing Agent, the Tender Agent and the Agent Bank and (f) if the 2019 Series C Bonds are in the Auction Mode, the Auction Agent and each Broker-Dealer.

"Officer's Certificate" shall mean a certificate of an Authorized Officer of the City.

"Official Statement" shall mean the Official Statement of the City relating to the 2019 Series C Bonds referred to in Section 10.04 hereof.

"Opinion of Bond Counsel" means an opinion in writing signed by an attorney or firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the federal income tax treatment of interest on bonds issued by states and their political subdivisions.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Purchase Contract" shall mean the Bond Purchase Contract to be entered into between the City and the Underwriter in connection with the sale of the 2019 Series C Bonds.

"Purchase Date" shall mean a Business Day on which 2019 Series C Bonds (or portions thereof or beneficial ownership interests therein) are to be purchased upon optional or mandatory tender or deemed tender thereof pursuant to the terms hereof.

"Purchase Price" shall mean an amount equal to 100% of the principal amount of any 2019 Series C Bonds (or portions thereof or beneficial ownership interests therein) tendered or deemed tendered or remarketed pursuant to this Thirty-First Supplemental Resolution plus accrued and unpaid interest, if any, at the 2019 Series C Bond Rate or Rates in effect for the period from and including the first day of the then current Interest Accrual Period through and including the day immediately preceding the Purchase Date or the date of remarketing, as the case may be, unless, in the case of 2019 Series C Bonds in the Term Mode, the date of remarketing is on or after the Record Date for the next succeeding Interest Payment Date for the 2019 Series C Bonds (other than 2019 Series C Bank Bonds) and on or prior to such Interest Payment Date, in which case the accrued and unpaid interest on such 2019 Series C Bonds being remarketed on such date shall not be paid as part of the Purchase Price.

"Quarterly Payment Date" shall mean the last Business Day of each March, June, September and December.

"Rate Adjustment Date" shall mean the day on which each Auction Mode Rate, Daily Rate, Weekly Rate, Flexible Rate, Term Rate or Fixed Rate on a 2019 Series C Bond shall become effective as provided in Section 3.03.

"Rate Determination Date" shall mean the time and date as of which an interest rate for the 2019 Series C Bonds shall be determined, which date shall be determined (a) in the case of any Interest Mode other than the Auction Mode, as provided in Section 3.03 and (b) in the case of the Auction Mode, as shall be provided in Exhibit A.

"Rating Agency" shall mean Fitch if the 2019 Series C Bonds are then rated by Fitch, Moody's if the 2019 Series C Bonds are then rated by Moody's, and S&P if the 2019 Series C Bonds are then rated by S&P, in each case, at the request of the City.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-3 of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, but shall not include any amount exempted by Section 148(f) of the Code from payment to the United States.

"Record Date" shall mean (a) except as provided in clause (b) below, (i) with respect to an Interest Payment Date for 2019 Series C Bonds in the Term Mode or the Fixed Mode, the close of business on the fifteenth day (whether or not a Business Day) of the next preceding calendar month; and (ii) with respect to an Interest Payment Date for 2019 Series C Bonds in the Auction Mode, the Daily Mode, the Weekly Mode or the Flexible Mode and 2019 Series C Bank Bonds, the close of business on the Business Day immediately preceding such Interest Payment Date; and (b) in the case of any Interest Payment Date described in clause (a) of the definition thereof, the close of business on the Business Day immediately preceding such Interest Payment Date.

"Refunded Bonds" means all or a portion of the 2005 Series C Bonds, the 2006 Series A Bonds, the 2007 Series A Bonds, the 2008 Series B Bonds and the 2012 Series B Bonds refunded

with a portion of the proceeds of the 2019 Series C Bonds and designated in accordance with Section 2.03 hereof.

"Reimbursement Agreement" shall mean (a) initially, the Initial Reimbursement Agreement and (b) any other loan agreement or reimbursement agreement that provides for the reimbursement by the City to the Credit Facility Issuer(s) of amounts paid under an Alternate Credit Facility, in each such case, as the same may be amended or supplemented from time to time.

"Remarketing Agent" shall mean each firm appointed by the City from time to time as the Remarketing Agent for the 2019 Series C Bonds and that is party to a Remarketing Agreement.

"Remarketing Agreement" shall mean the Remarketing Agreement to be entered into between the City and Merrill Lynch, Pierce, Fenner & Smith, Incorporated, in substantially the form attached as Exhibit H hereto, as amended from time to time, or such other remarketing agreement(s) as may be entered into by the City from time to time in replacement that is (or are) designated by an Authorized Officer of the City as constituting a "Remarketing Agreement" hereunder at the time of the execution and delivery thereof.

"Rule 15c2-12" shall mean Rule 15c2-12, as amended, promulgated by the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"S&P" shall mean Standard & Poor's Ratings Services, a Standard and Poor's Financial Services LLC business, and its successors and assigns, and, if such business shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"SIFMA Index" shall mean an index based upon the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established by the Securities Industry and Financial Markets Association (formerly known as The Bond Market Association) and effective for a particular Rate Determination Date; *provided, however*, that if such index ceases to be published, it shall be replaced for the foregoing purposes by the most comparable published index designated by the Remarketing Agent or, in the absence of such designation, any other dealer bank or broker-dealer competent in such matters and chosen by the City.

"Substitute Liquidity Facility" shall mean any standby bond purchase agreement (other than the Liquidity Facility then in effect), revolving credit agreement, letter of credit, surety bond or other agreement or instrument under which any Person undertakes to make loans or provide funds to purchase 2019 Series C Bonds upon the tender (or deemed tender) thereof for purchase and as to which the conditions set forth in paragraph 2 of Section 4.02 shall be satisfied.

"Substitution Date" shall mean the Business Day on which the City (a) causes a new Credit Facility Issuer or Credit Facility Issuers to be substituted for one or more of the Credit Facility Issuers that is (or are) a party to the Credit Facility (if any) then in effect, (b) substitutes the Credit Facility (if any) then in effect with an Alternate Credit Facility, which Business Day shall be not later than the fifth Business Day immediately preceding the Facility Expiration Date for such Credit Facility then in effect, (c) causes a new Liquidity Provider or Liquidity Providers to be substituted for one or more of the Liquidity Providers that is (or are) a party to the Liquidity

Facility then in effect or (d) substitutes the Liquidity Facility then in effect with a Substitute Liquidity Facility, which Business Day shall be not later than the fifth Business Day immediately preceding the Facility Expiration Date for such Liquidity Facility then in effect; any date specified as a Substitution Date in a notice of mandatory tender mailed to Holders of 2019 Series C Bonds pursuant to subsection 2 of Section 3.08 shall be treated as a Substitution Date for purposes of this Thirty-First Supplemental Resolution even if the substitution of the new Credit Facility Issuer(s), the Alternate Credit Facility, the new Liquidity Provider(s) or the Substitute Liquidity Facility, as the case may be, fails to occur.

"Tender Agency Agreement" shall mean the Tender Agency Agreement Relating to Variable Rate Utilities System Revenue Bonds, 2019 Series C to be entered into between the City and U.S. Bank National Association, in substantially the form attached as Exhibit H hereto, as amended from time to time, or such other tender agency agreement(s) as may be entered into by the City from time to time in replacement thereof and that is (or are) designated by an Authorized Officer of the City as constituting a "Tender Agency Agreement" hereunder at the time of the execution and delivery thereof.

"Tender Agent" shall mean each firm appointed by the City from time to time as the Tender Agent for the 2019 Series C Bonds and that is party to a Tender Agency Agreement.

"Term Mode" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at Term Rates.

"Term Rate" shall mean the interest rate applicable to the 2019 Series C Bonds during the Term Mode, determined as provided in clause (e) of Section 3.03.

"Thirty-First Supplemental Resolution" shall mean this Thirty-First Supplemental Utilities System Revenue Bond Resolution, supplemental to the Master Resolution, as from time to time amended or supplemented in accordance with the terms of the Master Resolution.

"2005 Series C Bonds" means the City's Variable Rate Utilities System Revenue Bonds, 2005 Series C.

"2006 Series A Bonds" means City's Variable Rate Utilities System Revenue Bonds, 2006 Series A.

"2007 Series A Bonds" means City's Variable Rate Utilities System Revenue Bonds, 2007 Series A.

"2008 Series B Bonds" means City's Variable Rate Utilities System Revenue Bonds, 2008 Series B.

"2012 Series B Bonds" means City's Variable Rate Utilities System Revenue Bonds, 2012 Series B.

"2019 Series C Bank Bond" shall mean any 2019 Series C Bond (or portion thereof or beneficial ownership interest therein) purchased by the Liquidity Provider(s) (or a nominee or nominees thereof) pursuant to clause (b) of paragraph 1 of Section 3.11; *provided, however*, that any such 2019 Series C Bond shall cease to be a 2019 Series C Bank Bond on the date on which

such 2019 Series C Bond shall be delivered to a purchaser identified by the Remarketing Agent (or, to the extent permitted by the Liquidity Facility, the date on which the Liquidity Provider(s) elect not to sell such 2019 Series C Bond to a purchaser identified by the Remarketing Agent in accordance with paragraph 3 of Section 5.01).

"2019 Series C Bank Bond Purchase Date" shall mean, with respect to each 2019 Series C Bond purchased by the Liquidity Provider(s) (or any nominee or nominees thereof) pursuant to clause (b) of subsection 1 of Section 3.11, the date of such purchase.

"2019 Series C Bond Letter of Credit Proceeds Fund" shall mean the fund by that name created and established pursuant to Section 8.01 and held by the Trustee separate and apart from any funds, accounts or subaccounts under the Bond Resolution and which shall not constitute a fund or an account for purposes of the Bond Resolution.

"2019 Series C Bond Liquidity Proceeds Account" shall mean the account by that name created and established in the 2019 Series C Bond Purchase Fund in Section 6.01.

"2019 Series C Bond Purchase Fund" shall mean the fund by that name created and established pursuant to Section 6.01 and held by the Tender Agent separate and apart from any funds, accounts or subaccounts under the Bond Resolution and which shall not constitute a fund or an account for purposes of the Bond Resolution.

"2019 Series C Bond Rate" shall mean the interest rate on 2019 Series C Bonds, determined pursuant to Section 3.03, but shall not include the interest rate on any 2019 Series C Bank Bonds.

"2019 Series C Bond Remarketing Proceeds Account" shall mean the account by that name created and established in the 2019 Series C Bond Purchase Fund in Section 6.01.

"2019 Series C Bonds" shall mean the Series of Refunding Bonds created and issued pursuant to Section 2.01 hereof and designated therein as the "Variable Rate Utilities System Revenue Bonds, 2019 Series C."

"2019 Series C Project" means the acquisition, construction, and equipping of the capital projects described on Exhibit B attached hereto, together with such other Cost of Acquisition and Construction related thereto, including reimbursement thereof.

"Underwriter" shall mean Merrill Lynch, Pierce Fenner & Smith, Incorporated, as the underwriter referred to in the Purchase Contract.

"Untendered 2019 Series C Bonds" shall have the meaning assigned to such term in Section 3.12.

"Weekly Mode" shall mean the Interest Mode during which the 2019 Series C Bonds bear interest at Weekly Rates.

"Weekly Rate" shall mean the interest rate applicable to the 2019 Series C Bonds during the Weekly Mode, determined as provided in clause (c) of Section 3.03.

Unless the context shall clearly indicate some other meaning, all terms used in this Thirty-First Supplemental Resolution, including Exhibit A, that shall be defined in Exhibit A shall for all purposes of this Thirty-First Supplemental Resolution, including Exhibit A, have the same respective meanings as such terms are given in Exhibit A.

SECTION 1.03 Authority for this Thirty-First Supplemental Resolution. This Thirty-First Supplemental Resolution is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with Article II and Article X of the Master Resolution.

SECTION 1.04 Findings. It is hereby ascertained, determined and declared that:

1. Pursuant to the Master Resolution, the City may issue Bonds from time to time for the purpose, among others, of paying all or a portion of the Cost of Acquisition and Construction of the 2019 Series C Project, refunding the Refunded Bonds and paying costs of issuance related thereto.

2. Pursuant to the Master Resolution, the City may issue Refunding Bonds for the purpose of refunding the Refunded Bonds and paying costs of issuance related thereto.

3. The City deems it necessary and in its best interest to issue and sell the 2019 Series C Bonds for the purpose of providing funds for the payment of all or a portion of the Cost of Acquisition and Construction of the 2019 Series C Project, refunding the Refunded Bonds and paying costs of issuance related thereto.

4. Because of the characteristics of the 2019 Series C Bonds, prevailing and anticipated volatile market conditions, and savings and benefits to be realized from an expeditious sale of the 2019 Series C Bonds, and taking into account the advice of PFM Financial Advisors LLC, the financial advisor to the City (the "Financial Advisor"), assuming the offer shall be made within the parameters for the terms of the 2019 Series C Bonds hereinafter described, it shall be in the best interest of the City to accept the offer of the Underwriter to purchase the 2019 Series C Bonds at a negotiated sale upon the terms and conditions outlined herein.

5. The City desires to delegate the award and sale of the 2019 Series C Bonds and certain other matters hereunder to the General Manager or the Chief Financial Officer or such other Authorized Officer within the parameters set forth in this Resolution.

ARTICLE II

AUTHORIZATION OF 2019 SERIES C BONDS

SECTION 2.01 Principal Amount, Designation of Series and Description of 2019 Series C Bonds. Pursuant to the provisions of the Master Resolution, a Series of Refunding Bonds is hereby authorized in an aggregate principal amount not to exceed \$70,000,000. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Variable Rate Utilities System Revenue Bonds, 2019 Series C". The actual aggregate principal amount of the 2019 Series C Bonds to be issued shall be determined by the General Manager for Utilities of the City, or his designee or such other Authorized Officer, on or prior to the Delivery Date as the amount necessary to accomplish the purposes for which the 2019 Series C Bonds are being issued set forth in Section 2.02 hereof, such determination to be set forth in the certificate referred to in paragraph 2 of Section 2.03 hereof. The 2019 Series C Bonds shall be

and constitute "Variable Rate Bonds," as such term is defined in Section 101 of the Master Resolution. For so long as any 2019 Series C Bond (or portion thereof or beneficial ownership interest therein) shall be a 2019 Series C Bank Bond, such 2019 Series C Bond (or portion thereof or beneficial ownership interest therein) shall be and constitute an "Option Bond," as such term is defined in Section 101 of the Master Resolution and shall be subject to Section 5.04 hereof.

SECTION 2.02 Purpose. The 2019 Series C Bonds are being issued for the purposes of (1) providing for the payment of a portion of the Cost of Acquisition and Construction of the 2019 Series C Project, (2) providing for the refunding of the Refunded Bonds, including necessary reserves and deposits related thereto, and (3) paying costs of issuance related to the 2019 Series C Bonds.

SECTION 2.03 Maturity and Interest; Certain Determinations with Respect to the 2019 Series C Bonds. 1. The 2019 Series C Bonds shall bear interest from the Delivery Date at the interest rate determined for each Interest Period pursuant to Section 3.03; *provided, however,* that each 2019 Series C Bank Bond shall bear interest as provided in Section 5.02.

Interest on each 2019 Series C Bond accruing during each Interest Accrual Period shall be payable on the Interest Payment Date immediately following the end of such Interest Accrual Period, to the Person in whose name such 2019 Series C Bond is registered at the Record Date therefor; *provided, however,* that the Holder of a 2019 Series C Bond other than the Liquidity Provider(s) (or the nominee(s) thereof) shall be paid interest thereon for an Interest Accrual Period only in the amount that would have accrued thereon at the 2019 Series C Bond Rate or Rates in effect during such Interest Accrual Period, regardless of whether or not such 2019 Series C Bond was a 2019 Series C Bank Bond during any portion of such Interest Accrual Period.

Interest accrued at the Auction Mode Rate for an Auction Period of 180 days or less shall (unless otherwise provided in Exhibit A) be computed on the basis of a 360-day year and actual days elapsed, interest accrued at the Daily Rate, the Weekly Rate, the Flexible Rate shall be computed on the basis of a 365- or 366-day year, as applicable, for actual days elapsed, interest accrued at the Bank Rate, unless otherwise provided in the Liquidity Facility, shall be computed on the basis of a 360 day year for actual days elapsed, and interest accrued at the Auction Mode Rate for an Auction Period of more than 180 days, the Term Rate or the Fixed Rate shall (unless otherwise provided in Exhibit A) be computed on the basis of a 360-day year comprised of twelve 30-day months.

Notwithstanding anything to the contrary contained herein, in no event shall any Auction Mode Rate, Daily Rate, Weekly Rate, Flexible Rate, Term Rate or Fixed Rate exceed the Maximum Rate.

2. On or prior to the Delivery Date, the General Manager for Utilities of the City, or his designee or such other Authorized Officer, shall execute and deliver a certificate setting forth the following determinations with respect to the 2019 Series C Bonds:

(a) the Maturity Date which date shall be no later than October 1, 2049 and the aggregate principal amount of the 2019 Series C Bonds shall not exceed \$70,000,000;

(b) the due dates and amounts of the Sinking Fund Installments, if any, for the 2019 Series C Bonds; *provided, however*, that each Sinking Fund Installment due date shall fall upon an April 1 or an October 1;

(c) the initial Interest Mode for the 2019 Series C Bonds, which shall be either the Daily Mode or the Weekly Mode;

(d) (i) the respective maturities and principal amounts (or portion(s) thereof or Sinking Fund Installments), if any, of the 2005 Series C Bonds, the 2006 Series A Bonds, the 2007 Series A Bonds, the 2008 Series B Bonds and the 2012 Series B Bonds that constitute the Refunded Bonds, which maturities and amounts shall be based upon advice of the Financial Advisor as to which of such Bonds to be refunded would provide the most financial flexibility to the System;

(e) the principal amount of the 2019 Series C Bonds to be used for the 2019 Series C Project which amount shall not exceed \$10,000,000; and

(f) the purchase price for the 2019 Series C Bonds to be paid by the Underwriter pursuant to the Purchase Contract, which shall be equal to the principal amount of the 2019 Series C Bonds less the amount of the Underwriter's discount to be set forth in the Purchase Contract; *provided, however*, that the purchase price for the 2019 Series C Bonds to be paid by the Underwriter pursuant to the Purchase Contract shall not be less than 98% of the original principal amount thereof.

SECTION 2.04 Denominations, Dates, Numbers and Letters. The 2019 Series C Bonds shall be issued in fully registered form in the Authorized Denominations. Each 2019 Series C Bond shall be dated the date of its authentication except that all 2019 Series C Bonds issued prior to the first Interest Payment Date shall be dated the Delivery Date.

Unless an Authorized Officer of the City shall otherwise direct, the 2019 Series C Bonds will be numbered from 1001 upward preceded by the letter "RC" prefixed to the number.

SECTION 2.05 Designation of the 2019 Series C Bonds as Book Entry Bonds; Appointment of Securities Depository for the 2019 Series C Bonds.

1. Except as provided in paragraph 3. below, the 2019 Series C Bonds are hereby authorized to be and shall be issued as Book Entry Bonds within the meaning of and subject to Section 309 of the Master Resolution.

2. The Depository Trust Company, New York, New York ("DTC") is hereby appointed as the initial Securities Depository for the 2019 Series C Bonds.

3. The 2019 Series C Bonds shall be issued initially in the form of a single, fully registered Bond in the amount of the 2019 Series C Bonds, registered in the name of Cede & Co. ("Cede"), as nominee of DTC, which will act as securities depository for the 2019 Series C Bonds and so long as the 2019 Series C Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, the 2019 Series C Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with DTC Participants, either

directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of interests in all or any portion of the 2019 Series C Bonds ("Beneficial Owners" or "beneficial owners"). Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Bond Resolution, the word "Cede" in this Thirty-First Supplemental Resolution shall refer to such new nominee of DTC. So long as any of the 2019 Series C Bonds is registered in the name of Cede, as nominee of DTC in its capacity as Securities Depository for the 2019 Series C Bonds, all payments with respect to the principal or Redemption Price of, and interest on and Purchase Price of such 2019 Series C Bond and all notices with respect to such 2019 Series C Bond shall be made or given to DTC as provided in the procedures of DTC as in effect from time to time.

The principal of, interest thereon and any redemption premium on the 2019 Series C Bonds shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of the City, DTC, the Trustee, the Paying Agent, the Registrar or the Tender Agent.

During the period for which Cede & Co. is registered owner of the 2019 Series C Bonds, any notice to be provided to any registered owner will be provided to Cede & Co. DTC shall be responsible for notice to DTC Participants and DTC Participants shall be responsible for notice to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notice to individual purchasers of beneficial interests.

Notwithstanding anything to the contrary herein, during such time as DTC, or its successor is the Securities Depository, only DTC (or its successor), through its nominee, can give notice of optional tenders and exercise any other rights with respect to the 2019 Series C Bonds and neither the City nor any other Notice Parties will be required to take notice of or respond to any communications or demands from any DTC Participant, Indirect Participant or Beneficial Owner.

4. (a) DTC may determine to discontinue providing its services as Securities Depository for the 2019 Series C Bonds at any time by giving reasonable notice thereof to the City or the Trustee. Upon the discontinuance of the services of DTC as Securities Depository for the 2019 Series C Bonds pursuant to the preceding sentence, the City may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the City, is willing and able to undertake the functions of Securities Depository under the Master Resolution upon reasonable and customary terms. If no such successor can be found within such period, the 2019 Series C Bonds no longer shall be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

(b) In the event that the 2019 Series C Bonds no longer shall be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository as provided in subparagraph (a) of this paragraph 4, (i) the City shall execute and the Bond Registrar shall authenticate and deliver, upon presentation and surrender of the 2019 Series C Bonds, Bond certificates as requested by the Securities Depository therefor of like Series, aggregate principal amount, maturity and interest rate, in Authorized Denominations, to the

identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in such 2019 Series C Bonds and (ii) the Bond Registrar shall notify the Paying Agents that the 2019 Series C Bonds no longer are restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

5. Notwithstanding any provision herein to the contrary, so long as the book-entry-only system of transfers provided for in this Section shall remain in effect with respect to the 2019 Series C Bonds, (a) every transfer of such 2019 Series C Bonds made in accordance with the Auction Procedures, (b) every remarketing of such 2019 Series C Bonds (or portions thereof) by the Remarketing Agent and (c) all purchases and transfers of such 2019 Series C Bonds (or portions thereof) by the Tender Agent shall be conducted in accordance with such system.

6. So long as the 2019 Series C Bonds are issued pursuant to this Section 2.05 the City, the Trustee, the Tender Agent, the Paying Agent and the Registrar may treat DTC as, and deem DTC to be, the absolute owner of the 2019 Series C Bonds for all purposes whatsoever, including without limitation:

(A) the payment of the principal of, interest on, premium if any, and Purchase Price of the 2019 Series C Bonds;

(B) giving notices of prepayment, tender and other matters with respect to the 2019 Series C Bonds;

(C) registering transfer with respect to the 2019 Series C Bonds; and

(D) the selection of 2019 Series C Bonds for prepayment.

7. Notwithstanding anything in this Thirty-First Supplemental Resolution to the contrary, the City acknowledges that it is familiar with the procedures set forth in DTC Notice 3381-08, dated April 4, 2008, respecting "Variable Rate Demand Obligations ("VRDO") Failed Remarketings and Issuance of Bank Bonds," as amended by DTC Notice number B3488-08, dated May 15, 2008 (collectively, the "DTC April 4 Notice") which must be followed in the event that any of the 2019 Series C Bonds that are tendered for purchase become 2019 Series C Bank Bonds. Prior to, and if necessary, after, the issuance of the 2019 Series C Bonds, the City will, or will cause the Trustee, Tender Agent or Remarketing Agent to, apply for one or more CUSIP numbers for potential 2019 Series C Bank Bonds so that such CUSIP numbers will be available, as required by DTC, if any of the 2019 Series C Bonds become 2019 Series C Bank Bonds. By acceptance of their appointment as such hereunder, the Trustee and the Tender Agent agree that if any of the 2019 Series C Bonds become 2019 Series C Bank Bonds, they will follow the DTC procedures set forth in the DTC April 4 Notice, as the same may be amended from time to time, including the withdrawal from DTC of any 2019 Series C Bonds that have become 2019 Series C Bank Bonds and the simultaneous deposit with DTC of the 2019 Series C Bank Bonds, as identified by new CUSIP numbers to be held in the DTC accounts of the Agent Bank.

SECTION 2.06 Redemption Prices and Terms.

1. The 2019 Series C Bonds shall be subject to redemption prior to maturity as provided in Article IV of the Master Resolution by operation of the Debt Service Fund from mandatory Sinking Fund Installments, on the respective dates and in the respective amounts set

forth in the certificate referred to in paragraph 2(b) of Section 2.03, at a Redemption Price of 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date.

2. In addition, the 2019 Series C Bonds shall be subject to redemption at the election of the City as follows, in whole or in part, at a Redemption Price of 100% of the principal amount thereof together with accrued interest, if any, to the redemption date:

(a) if the 2019 Series C Bonds are in the Auction Mode, unless otherwise provided in Exhibit A, on any Interest Payment Date immediately following the end of an Auction Period;

(b) if the 2019 Series C Bonds are in the Daily or Weekly Mode, on any Business Day; and

(c) if the 2019 Series C Bonds are in the Flexible or Term Mode, on any Rate Adjustment Date for the 2019 Series C Bonds to be redeemed.

3. In addition, if the 2019 Series C Bonds are in the Term Mode or the Fixed Mode, the 2019 Series C Bonds shall be subject to redemption at the option of the City on any date prior to their stated maturity, in whole or in part:

(a) unless clause (b) below applies, during any Interest Period therefor, on any day, but only after the fifth (5th) anniversary of the first day of such Interest Period, at a Redemption Price equal to 100% of the principal amount thereof; or

(b) during any Interest Period therefor, on any alternate dates and at any alternate prices stated in an Officer's Certificate delivered to the Notice Parties prior to the Rate Determination Date for such Interest Period and accompanied by an Opinion of Bond Counsel to the effect that such substitution of such alternate dates and prices will not adversely affect the exclusion of interest on any 2019 Series C Bond from the gross income of the owner thereof for federal income tax purposes;

together, in each case, with accrued interest, if any, to the redemption date.

4. Notwithstanding anything to the contrary contained herein or in the Master Resolution, in the event that any 2019 Series C Bond in the Auction, Daily, Weekly or Flexible Mode shall become subject to redemption, notice of such redemption shall be given, in the manner provided in Section 405 of the Master Resolution, not less than 15 days before the redemption date.

5. Notwithstanding anything to the contrary contained herein or in the Bond Resolution, in the event that any 2019 Series C Bond is to be redeemed in part, the portion of such 2019 Series C Bond not so redeemed shall be in an Authorized Denomination.

6. Notwithstanding anything to the contrary contained herein or in the Bond Resolution, in the event of any redemption of less than all of the 2019 Series C Bonds, 2019 Series C Bank Bonds shall be redeemed first, prior to the selection of any other 2019 Series C Bonds for redemption.

7. Notwithstanding anything to the contrary contained in this Thirty-First Supplemental Resolution, 2019 Series C Bank Bonds shall be subject to redemption, at the election of the City, in whole or in part at any time at a Redemption Price equal to the principal amount thereof, plus accrued interest thereon to the date of redemption (computed at the Bank Rate or Rates in effect from time to time). Any such redemption shall take place five (5) Business Days after the City shall have given the Agent Bank, the Trustee, the Bond Registrar, the Paying Agent, the Tender Agent and the Remarketing Agent notice thereof, specifying the 2019 Series C Bank Bonds or portions thereof to be so redeemed on such date, unless the Agent Bank shall consent to an earlier redemption date.

8. During the period the Letter of Credit or any Alternate Credit Facility consisting of a direct-pay letter of credit is in effect, there may be no optional prepayment of 2019 Series C Bonds or defeasance of the 2019 Series C Bonds pursuant to Section 1201 of the Bond Resolution with money other than Eligible Moneys and 2019 Series C Bank Bonds may not be defeased pursuant to Section 1201 of the Bond Resolution. In accordance with Section 7.03 hereof, the Trustee shall first draw on the Letter of Credit or such Alternate Credit Facility for such prepayment if such Letter of Credit or such Alternate Credit Facility is then in effect.

SECTION 2.07 Additional Redemption Provisions for 2019 Series C Bank Bonds. For purposes of this Section 2.07, each portion of the 2019 Series C Bonds that becomes a 2019 Series C Bank Bond as a result of a purchase on a distinct Liquidity Provider Purchase Date will be deemed to constitute a separate 2019 Series C Bank Bond (referred to as a "Separate 2019 Series C Bank Bond"). Each Separate 2019 Series C Bank Bond shall be subject to mandatory redemption through Sinking Fund Installments as follows: Each Separate 2019 Series C Bank Bond Outstanding shall be redeemed during the period commencing with a date which is 180 days after the Liquidity Provider Purchase Date (or, if the purchase was made in the circumstances referred to in clause (c)(vii) or (viii) of Section 3.06, on the date that is 180 days after the Liquidity Provider Purchase Date) applicable to such Separate 2019 Series C Bank Bond (the "Term-Out Date") and extending to the earlier of (a) the date that is the fifth anniversary of such Liquidity Provider Purchase Date or (b) the maturity date of the 2019 Series C Bonds, in ten equal semi-annual installments of principal, payable on the Term-Out Date and at the end of each six-month period thereafter. In order to provide for such retirement, there are hereby established Sinking Fund Installments with respect to each such Separate 2019 Series C Bank Bond, which Sinking Fund Installments shall be due in semi-annual installments, on the Term-Out Date applicable to such Separate 2019 Series C Bank Bond and at the end of each six-month period thereafter with respect to each such Separate 2019 Series C Bank Bond. For purposes of the two preceding sentences, each semi-annual payment date or due date, as the case may be, hereunder shall be the date that numerically corresponds with the Term-Out Date or, if there is no such numerically corresponding date in the applicable month, on the last day of such month (or, if such day is not a Business Day, the next succeeding Business Day). The Agent Bank shall determine the amount of principal due on each Separate 2019 Series C Bank Bond on each payment date and shall notify the Trustee and the Issuer of such amount at least three (3) Business Day prior to such payment date. The Redemption Price shall be the principal amount of the 2019 Series C Bank Bonds to be redeemed plus accrued interest thereon to the date of redemption. In the event that the principal amount of 2019 Series C Bank Bonds to be redeemed on any such redemption date is not equal to an Authorized Denomination, the principal amount of 2019 Series C Bank Bonds to be redeemed shall be rounded to the next higher Authorized Denomination. In accordance with the provisions of Section 511 of the Master Resolution, 2019 Series C Bank Bonds optionally redeemed by the

City shall be applied against the next succeeding Sinking Fund Installment(s) pursuant to this Section 2.07. When 2019 Series C Bonds are redeemed pursuant to paragraph 1 of Section 2.06 hereof, as provided elsewhere herein, 2019 Series C Bank Bonds shall be redeemed first, and in that event, the amount of 2019 Series C Bonds redeemed shall be applied against the next succeeding Sinking Fund Installments under this Section 2.07 in the order of the due dates thereof.

Notwithstanding anything to contrary contained herein or in the Bond Resolution, in connection with the delivery of any Substitute Liquidity Facility permitted pursuant to paragraph 2 of Section 4.02, the foregoing redemption provisions may be amended by the City in any respect so long as the City shall receive an Opinion of Bond Counsel to the effect that such amendment (a) is authorized or permitted by the Bond Resolution and the Act and (b) will not cause the interest on the 2019 Series C Bonds to become includable in gross income for federal income tax purposes.

SECTION 2.08 **Place of Payment and Paying Agents.** Except as provided in subsection 5 of Section 309 of the Master Resolution and paragraph 3 of Section 2.05 hereof, the principal and Redemption Price of the 2019 Series C Bonds will be payable at the principal corporate trust office of U.S. Bank National Association in the City of New York, New York, and such institution is hereby appointed Paying Agent for the 2019 Series C Bonds. Except as provided in subsection 5 of Section 309 of the Master Resolution and paragraph 3 of Section 2.05 hereof, the principal and Redemption Price of the 2019 Series C Bonds also shall be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Bond Resolution. Except as provided in paragraph 3 of Section 2.05 hereof, interest on the 2019 Series C Bonds shall be paid (i) by check payable to the order of the persons entitled thereto and mailed by first class mail, postage prepaid, to the addresses of such persons as they shall appear on the books of the City kept at the office of the Bond Registrar, (ii) in the case of all 2019 Series C Bank Bonds, by wire transfer of immediately available funds at such wire address as the Agent Bank shall specify or (iii) in the case of 2019 Series C Bonds subject to the Auction Mode, the Flexible Mode, the Daily Mode or the Weekly Mode, by wire transfer in immediately available funds to any owner of 2019 Series C Bonds in the denomination of \$1,000,000 or any Authorized Denomination in excess of such amount at such wire transfer address as such owner shall specify if such owner shall provide written notice to the Paying Agent not less than five (5) days prior to the Record Date relating to such Interest Payment Date in which request for wire transfer payment is made and the wire transfer address is specified.

SECTION 2.09 **Application of Proceeds of 2019 Series C Bonds.** In accordance with subsection (7) of paragraph 1 of Section 202, paragraph 2 of Section 203 and paragraph 3 of Section 204 of the Master Resolution, the net proceeds of the 2019 Series C Bonds, to the extent permitted under the Code and not otherwise provided by the City by a certificate of the General Manager or Chief Financial Officer or such other Authorized Officer, delivered at or prior to the Delivery Date, together with certain legally available funds of the City, if any, shall be applied in the following manner:

(A) An amount sufficient to pay costs of issuance of the 2019 Series C Bonds shall be deposited to the 2019C Project Account created pursuant to Section 2.10 hereof and applied to pay such costs (which any of such costs may be paid directly by the Underwriter).

(B) The amount necessary to pay the principal amount of Refunded Bonds, together with accrued interest to their respective maturity dates shall be transferred to the paying agent for

the payment of such Refunded Bonds on their redemption date or earlier maturity date in accordance with Section 2.11 hereof.

(C) The remaining proceeds shall be deposited into the 2019C Project Account hereafter created and shall be used to pay the Cost of Acquisition and Construction of the 2019 Series C Project, including by reimbursement in accordance with the provisions of Section 503 of the Master Resolution and Section 2.10 below.

SECTION 2.10 **2019 Project Account.** There is hereby created and established in the Construction Fund an account to be held by the City to be designated the "2019C Project Account" (the "2019C Project Account"). The 2019C Project Account shall be kept separate and apart from all other funds and accounts of the City and the moneys on deposit therein shall be withdrawn, used and applied by the City solely for the payment of the Cost of Acquisition and Construction related to the 2019 Series C Project and the costs of issuance of the 2019 Series C Bonds.

Any funds on deposit in the 2019C Project Account that, in the opinion of the City, are not immediately necessary for expenditure, as herein provided, may be invested and reinvested in Investments Securities in accordance with Section 603 of the Master Resolution. All income derived from investment of funds in the 2019C Project Account shall be deposited therein and shall be used for the payment of the Cost of Acquisition and Construction related to the 2019 Series C Project.

Any liquidated damages or settlement payments received by the City as a result of the breach by any contractor, subcontractor or supplier working on or supplying goods related to the 2019 Series C Project of any representation, warranty or performance guaranty shall be deposited 2019C Project Account and shall be used to pay costs associated with the respective project.

Upon completion of the 2019 Series C Project, notwithstanding anything in the Bond Resolution to the contrary, any amounts then remaining in the 2019C Project Account and not reserved by the City for the payment of any remaining Cost of Acquisition and Construction related to the 2019 Series C Project may be deposited into the Debt Service Account and used to pay debt service on the 2019 Series C Bonds next coming due, or to purchase or redeem 2019 Series C Bonds in the manner that the 2019 Series C Bonds are permitted to be purchased or redeemed under the terms of the Bond Resolution and this Thirty-First Supplemental Resolution, or may be used for any other lawful purpose to the extent the City receives an Opinion of Bond Counsel that such use shall not, in and of itself, cause interest on the 2019 Series C Bonds to be includable in gross income for federal income tax purposes.

SECTION 2.11 **Election for Redemption of the Refunded Bonds.** The City hereby elects and directs the Trustee to redeem, on the Delivery Date, the Refunded Bonds, at the applicable Redemption Prices therefor, together with accrued interest (if any) to the Delivery Date, or such later date as determined by an Authorized Officer upon the advice of the Financial Advisor.

SECTION 2.12 **Tax Covenants.** It is the intention of the City and all parties under its control that the interest on the 2019 Series C Bonds issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with each of the holders of the 2019 Series C Bonds issued hereunder that it will

comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the 2019 Series C Bonds issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(A) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(B) to set aside sufficient moneys from the Revenues to timely pay the Rebate Amount to the United States of America;

(C) to pay, at the times and to the extent required under the Code, the Rebate Amount to the United States of America from the funds described in (B) above;

(D) to maintain and retain all records pertaining to the Rebate Amount with respect to the 2019 Series C Bonds issued hereunder and required payments of the Rebate Amount with respect to the 2019 Series C Bonds for at least six years after the final maturity of the 2019 Series C Bonds or such other period as shall be necessary to comply with the Code;

(E) to refrain from taking any action that would cause the 2019 Series C Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code; and

(F) to refrain from using proceeds of the 2019 Series C Bonds issued hereunder in a manner that would cause the 2019 Series C Bonds or any of them to be classified as private activity bonds under Sections 141(a) and/or 141(d) of the Code.

The City understands that the foregoing covenants impose continuing obligations of the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the 2019 Series C Bonds.

Notwithstanding any other provision of the Bond Resolution, the obligation of the City to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section shall survive the defeasance or payment in full of the 2019 Series C Bonds.

Notwithstanding any other provision of the Bond Resolution to the contrary, (a) upon the City's failure to observe or refusal to comply with the above covenants, the Holders of the 2019 Series C Bonds, or the Trustee acting on their behalf, shall be entitled to the rights and remedies provided to Bondholders under the Bond Resolution, other than the right (which is hereby abrogated solely in regard to the City's failure to observe or refusal to comply with the covenants of this Section) to declare the principal of all 2019 Series C Bonds then outstanding, and the interest accrued thereon, to be due and payable and (b) neither the Holders of the Bonds of any Series other than the 2019 Series C Bonds, nor the Trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Bondholders under the Bond Resolution based upon the City's failure to observe, or refusal to comply with, the above covenants.

SECTION 2.13 **Issuance of 2019 Series C Bonds in Lieu of Those Deemed Purchased.** At such time as any 2019 Series C Bond shall be deemed to have been tendered and

sold as provided in this Thirty-First Supplemental Resolution, the City may issue a new Bond or Bonds in lieu thereof pursuant to Section 307 of the Master Resolution and the 2019 Series C Bond that is deemed purchased shall no longer be Outstanding.

ARTICLE III
INTEREST MODES; DETERMINATION OF INTEREST RATES
FOR 2019 SERIES C BONDS; TENDER AND PURCHASE OF 2019 SERIES C BONDS

SECTION 3.01 **Determination of Interest Modes.** Interest Modes may be determined as follows:

(a) **By the City.** If the 2019 Series C Bonds shall be in any Interest Mode other than the Fixed Mode, the City may, subject to clause (b) of this Section, designate a different Interest Mode or the Term Mode with an Interest Period of different duration (and, if such new Interest Mode is the Term Mode, designate the duration of the initial Interest Period thereof) for the 2019 Series C Bonds by an Officer's Certificate delivered to the other Notice Parties not less than 45 days, if the 2019 Series C Bonds are then in the Flexible Mode or Term Mode, and not less than seven (7) Business Days if the 2019 Series C Bonds are then in the Auction Mode and otherwise not less than 30 days, prior to the first day of such new Interest Mode or changed Interest Period, as the case may be (unless such shorter period of time prior thereto shall be acceptable to (1) if the 2019 Series C Bonds are then in the Auction Mode, the Auction Agent and each Broker-Dealer or (2) if the 2019 Series C Bonds are then in an Interest Mode other than the Auction Mode, the Tender Agent), stating:

(i) **Effective Date:** the first day of the newly designated Interest Mode or Interest Period for the 2019 Series C Bonds (referred to herein as the " "), which shall be (A) if the Interest Mode then in effect for the 2019 Series C Bonds is the Auction Mode with an Auction Period other than a daily Auction Period, the second Interest Payment Date following the final Auction Date, (B) if the Interest Mode then in effect for the 2019 Series C Bonds is the Auction Mode with a daily Auction Period, the Daily Mode or the Weekly Mode, an Interest Payment Date, (C) if the Interest Mode then in effect for the 2019 Series C Bonds is the Term Mode, any day following requisite notice on which the 2019 Series C Bonds could be redeemed at the option of the City pursuant to paragraph 2 or 3 of Section 2.06 at a Redemption Price of 100% of the principal amount thereof, plus accrued interest, if any, thereon, and (D) if the Interest Mode then in effect for the 2019 Series C Bonds is the Flexible Mode, the latest Interest Payment Date for all Interest Periods thereon then in effect or any Business Day thereafter,

(ii) **Designation:** that the City has determined that, effective on such Mode Adjustment Date, the Auction Mode, the Daily Mode, the Weekly Mode, the Flexible Mode, the Term Mode, a successive Term Mode with an Interest Period of different duration, or the Fixed Mode, as the case may be, shall take effect for the 2019 Series C Bonds, and

(iii) **Auction Period or Interest Period:** if (A) the designated Interest Mode is the Auction Mode, the duration of the Auction Period to be in effect upon the effectiveness of such Auction Mode, which Auction Period shall be any of the Auction Periods referred to in, or permitted by, Exhibit A, or (B) the designated Interest Mode is

the Term Mode, the duration of the initial Interest Period thereof, which Interest Period shall end on the last calendar day of any March or September specified in such Officer's Certificate.

Upon (X) receipt by the other Notice Parties of such Officer's Certificate, (Y) receipt by the Tender Agent of the items referred to in paragraph 2 of Section 4.02, if applicable and (Z) the giving of the notice provided in clause (b) of Section 3.04, the Interest Mode or Interest Period, as the case may be, for the 2019 Series C Bonds shall, subject to clause (b) of this Section and Section 3.02, automatically be converted on the Mode Adjustment Date specified in such Officer's Certificate to the specified Interest Mode or Interest Period, as the case may be, without further act, unless (1) if the designated Interest Mode is any Interest Mode other than the Auction Mode, the Tender Agent or (2) if the designated Interest Mode is the Auction Mode, the Auction Agent and each Broker-Dealer shall have received, prior to the mailing of notice thereof pursuant to clause (b) of Section 3.04, an Officer's Certificate electing not to effect such conversion. The Tender Agent (if the new Interest Mode is any Interest Mode other than the Auction Mode) or the Auction Agent (if the new Interest Mode is the Auction Mode) shall promptly notify the other Notice Parties in writing of the conversion of the 2019 Series C Bonds to a new Interest Mode or Interest Period.

(b) **Limitations on Determinations.** No change to any Interest Mode or in the Interest Period for any Term Mode shall be made for the 2019 Series C Bonds by an Officer's Certificate pursuant to clause (a) of this Section, unless:

(i) **Opinion of Bond Counsel:** such Officer's Certificate is accompanied by, and in addition there is delivered to the Tender Agent (if any), the Agent Bank (if any) and the Remarketing Agent (if any) on the first day of such Interest Mode or Interest Period, as the case may be, an Opinion of Bond Counsel to the effect that such change in the Interest Mode or Interest Period, as the case may be, will not adversely affect the exclusion of interest on any 2019 Series C Bond from gross income for federal income tax purposes and is authorized by applicable law,

(ii) **Consent of Agent Bank:** if the Liquidity Facility is to remain in effect following the change in Interest Mode or Interest Period, such Officer's Certificate shall be accompanied by a written consent of the Agent Bank (if any) to such change in Interest Mode or Interest Period,

(iii) **Facility Requirement:** except in the case of a change to the Auction Mode or the Fixed Mode, the Liquidity Facility and Credit Facility, as applicable shall be in an amount at least equal to the Facility Requirement applicable to the Interest Mode to become effective,

(iv) **Qualified Interest Period:** if the Interest Mode to become effective for the 2019 Series C Bonds is the Term Mode, the duration of the first Interest Period thereof designated by such Officer's Certificate is in accordance with the provisions of Section 3.02,

(v) **Book-Entry System**: if the Interest Mode to become effective for the 2019 Series C Bonds is the Auction Mode, the 2019 Series C Bonds shall, on the Mode Adjustment Date, be a Book-Entry Only 2019 Series C Bond, and

(vi) **Interest Mode and Period**. All 2019 Series C Bonds shall be in the same Interest Mode and have the same Interest Rate Period.

(c) **Restoration of Positions**. If, after notice to any Person of any change in the Interest Mode or Interest Period for the 2019 Series C Bonds, such change may not be effected on the Mode Adjustment Date specified therefor in the Officer's Certificate designating such change because of any failure to satisfy the conditions of clause (b) of this Section, then the 2019 Series C Bonds shall remain in the Interest Mode which they are then in or remain subject to the same Interest Period as then is applicable, as the case may be; *provided, however*, that if the proposed change was from the Term Mode to any other Interest Mode and the City causes to be delivered to the Tender Agent and the Remarketing Agent an Opinion of Bond Counsel to the effect that such change in Interest Mode will not adversely affect the exclusion of interest on any 2019 Series C Bond from gross income for federal income tax purposes and is authorized by applicable law, then, so long as the Liquidity Facility or Credit Facility then in effect (taking into account any amendments being made thereto in connection therewith) shall satisfy the Facility Requirement for the Weekly Mode, the 2019 Series C Bonds shall be changed to the Weekly Mode. In any such event, the 2019 Series C Bonds shall be subject to mandatory tender as and to the extent provided in clause (c)(iii) of Section 3.06.

SECTION 3.02 Duration of Interest Modes and Interest Periods. The duration of Interest Modes and Interest Periods will be as follows:

(a) **Interest Modes**. Each Interest Mode for the 2019 Series C Bonds other than the Fixed Mode shall extend through the day prior to the effective date of any other Interest Mode for the 2019 Series C Bonds established in accordance with Section 3.01. Any Fixed Mode for the 2019 Series C Bonds shall extend to the stated maturity date of the 2019 Series C Bonds.

(b) **Interest Periods Generally**. No Interest Period for any 2019 Series C Bond (or portion thereof) during the Flexible Mode or the Term Mode shall extend beyond (1) the fifth (5th) Business Day preceding the Facility Expiration Date or (2) the day prior to the effective date of any other Interest Mode for the 2019 Series C Bonds to become effective pursuant to the prior Officer's Certificate given in accordance with clause (a) of Section 3.01.

(c) **Interest Periods During Auction Mode**. Each Interest Period for each 2019 Series C Bond (or beneficial ownership interest therein) while in the Auction Mode shall be the same as each Auction Period with respect thereto, which Auction Periods shall be determined in the manner to be provided in Exhibit A.

(d) **Interest Periods During Flexible Mode**. The Interest Period for each 2019 Series C Bond (or beneficial ownership interest therein) while in the Flexible Mode shall be the period determined by the Remarketing Agent, on or before the Rate Adjustment Date therefor, to be the Interest Period which, in its judgment, will produce the greatest likelihood of the lowest overall debt service costs on the 2019 Series C Bonds prior to the maturity thereof, given prevailing market conditions. The Remarketing Agent may determine different Interest Periods for different

2019 Series C Bonds (or beneficial ownership interests therein) on or before the same Rate Adjustment Date. Each Interest Period for any 2019 Series C Bond (or beneficial ownership interest therein) while in the Flexible Mode shall commence on the first day of such Flexible Mode for such 2019 Series C Bond (or beneficial ownership interest therein) or on the day immediately succeeding the immediately preceding Interest Period for such 2019 Series C Bond (or beneficial ownership interest therein) during such Flexible Mode, shall end on a day preceding a Business Day, and shall be not less than one nor more than 270 days in length. No Interest Period for any 2019 Series C Bond (or beneficial ownership interest therein) while in the Flexible Mode shall end later than the day preceding any redemption date described in paragraph 1 of Section 2.06, unless the principal amount of 2019 Series C Bonds (or beneficial ownership interests therein) with an Interest Period which ends on or prior to such preceding day is at least equal to the principal amount of 2019 Series C Bonds to be redeemed on such redemption date pursuant to said paragraph 1 of Section 2.06.

(e) **Interest Period During Term Mode.** Each Interest Period for any 2019 Series C Bond (or beneficial ownership interest therein) while in the Term Mode shall commence on the Mode Adjustment Date with respect thereto or on the day immediately succeeding the immediately preceding Interest Period for such 2019 Series C Bond during such Term Mode. The initial Interest Period of each Term Mode for the 2019 Series C Bonds shall end on the last calendar day of any March or September specified in the Officer's Certificate designating such Interest Mode pursuant to clause (a) of Section 3.01 which occurs at least one year after the effective date of such Interest Mode. Each successive Interest Period during such Term Mode shall end on the day immediately preceding the anniversary of the last Interest Payment Date for interest accrued in the immediately preceding Interest Period which occurs the same number of 12-month periods after the first day of such successive Interest Period as the number of 12-month periods or portions thereof during the initial Interest Period in such Term Mode, unless changed by Officer's Certificate pursuant to Section 3.01.

SECTION 3.03 Determination of Interest Rates; Effectiveness Thereof. The various interest rates for the 2019 Series C Bonds will be determined as follows, and shall be effective for the periods described below:

(a) **Auction Mode Rate.** During each Auction Mode for 2019 Series C Bonds, the Auction Mode Rates to be in effect from time to time shall be determined by the Auction Agent and notice thereof shall be given in the manner to be provided in Exhibit A, and each such Auction Mode Rate shall be effective for the Auction Period to which such Auction Mode Rate relates; *provided, however,* that in the event of a change to the Auction Mode from another Interest Mode, the Auction Mode Rate for the Auction Period commencing on the Mode Adjustment Date applicable thereto shall be determined by such Broker-Dealer as shall be specified by the City as the lowest rate which, in the judgment of such Broker-Dealer, is necessary to enable the 2019 Series C Bonds (or beneficial ownership interests therein) to be remarketed on such Mode Adjustment Date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof.

(b) **Daily Rate.** During each Daily Mode for 2019 Series C Bonds, by 11:00 a.m., New York City time, on each Business Day, the Remarketing Agent shall determine the Daily Rate for the 2019 Series C Bonds by determining, in the manner described in clause (f) of this Section, the Market Rate therefor on such day, which Daily Rate shall be effective for the

Interest Period beginning on such Business Day and ending on the day preceding the next succeeding Business Day.

(c) **Weekly Rate.** During each Weekly Mode for the 2019 Series C Bonds, by 5:00 p.m., New York City time, on the last Business Day for the Remarketing Agent before the commencement of such Weekly Mode and before each succeeding Wednesday (or such other day as may be specified by the Remarketing Agent after notice to the Tender Agent and the Holders of the 2019 Series C Bonds) thereafter during such Weekly Mode, the Remarketing Agent shall determine the Weekly Rate for the 2019 Series C Bonds by determining, in the manner described in clause (f) of this Section, the Market Rate therefor on such day, which Weekly Rate shall be effective for the Interest Period beginning on Wednesday of such week and ending on the next succeeding Tuesday.

(d) **Flexible Rate.** By not later than 12:30 p.m., New York City time, on or before the first Business Day for the Remarketing Agent in each Interest Period for each 2019 Series C Bond (or beneficial ownership interest therein) which is in the Flexible Mode, the Remarketing Agent shall determine the Flexible Rate for such 2019 Series C Bond (or beneficial ownership interest therein), in each case by determining, in the manner described in clause (f) of this Section, the Market Rate therefor on such day, which Flexible Rate shall be effective for such Interest Period.

(e) **Term Rate; Fixed Rate.** On any date designated by the Remarketing Agent which is not more than 35 days preceding nor later than the last Business Day for the Remarketing Agent preceding each Interest Period for 2019 Series C Bonds during which such 2019 Series C Bonds are in the Term Mode or the Fixed Mode, the Remarketing Agent shall determine the Term Rate or the Fixed Rate, as the case may be, for the 2019 Series C Bonds by determining, in the manner described in clause (f) of this Section, the Market Rate therefor on such day, which Term Rate or Fixed Rate, as the case may be, shall be effective for such Interest Period.

(f) **Procedure for Market Rate Determination.** The Remarketing Agent shall make each determination of the Market Rate for any 2019 Series C Bond (or beneficial ownership interest therein) pursuant to this Section by determining in its judgment the minimum interest rate necessary to be borne by such 2019 Series C Bond (or beneficial ownership interest therein) for the relevant Interest Period to enable the Remarketing Agent to remarket such 2019 Series C Bond (or beneficial ownership interest therein) on the Rate Adjustment Date therefor at a price (without regard to accrued interest) equal to 100% of the principal amount thereof; *provided, however*, that in no event shall any rate so determined exceed the Maximum Rate.

If there shall be no Remarketing Agent to establish a Daily Rate for any Business Day, then the Daily Rate with respect to 2019 Series C Bond in the Daily Mode for such Business Day shall be the Maximum Rate. If there shall be a Remarketing Agent and for any reason it fails to establish a Daily Rate for any Business Day for such 2019 Series C Bond in the Daily Mode, the Daily Rate for such Business Day shall be the same as the Daily Rate for the immediately preceding day and such rate shall continue until the earlier of (A) the date on which the Remarketing Agent determines a new Daily Rate or (B) the seventh day succeeding the first such day on which such Daily Rate is not determined by the Remarketing Agent. In the event that the Daily Rate shall be held to be invalid or unenforceable by a court of law, or the Remarketing Agent fails to determine a new Daily Rate for a period of seven days as described in clause (B) of the immediately preceding

