

CERTIFICATE FOR ORDINANCE

I, the undersigned City Secretary of the City of Bastrop, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on May 27, 2014, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Ken Kesselus, Mayor
Dock Jackson, Council Member, Place 1
Joseph J. Beal, Council Member, Place 2
Kay Garcia McAnally, Council Member, Place 3
Willie DeLaRosa, Mayor Pro-Tem, Place 4
Kelly Gilleland, Council Member, Place 5

and all of said persons were present, except for the following: ~~JOE BEAL~~ ^{DOCK JACKSON +}; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BASTROP, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; AWARDING THE SALE THEREOF; APPROVING THE PAYING AGENT/REGISTRAR AGREEMENT, AND THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

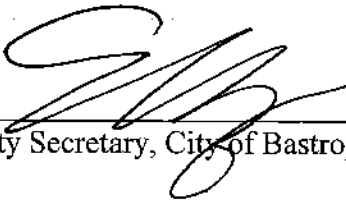
AYES: 3

NOES: 0

ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

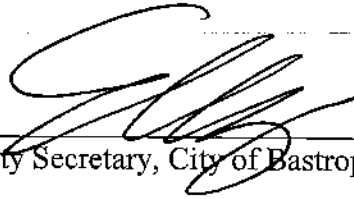
SIGNED AND SEALED this May 27, 2014.



City Secretary, City of Bastrop, Texas

[CITY SEAL]

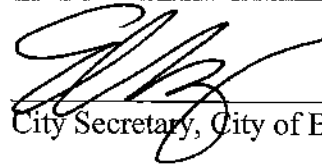
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City Secretary, City of Bastrop, Texas

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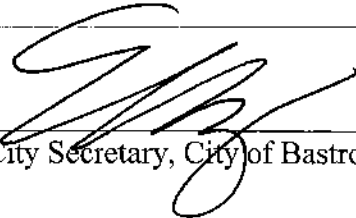
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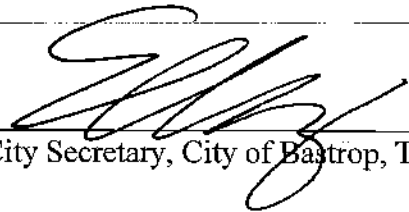
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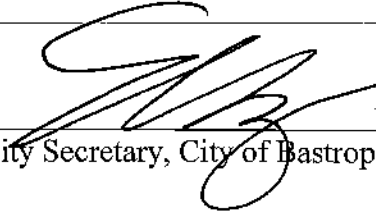
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City Secretary, City of Bastrop, Texas

[CITY SEAL]

SIGNED AND SEALED this May 27, 2014.



City Secretary, City of Bastrop, Texas

[CITY SEAL]

OFFICIAL BID FORM

Honorable Mayor and City Council
 City of Bastrop, Texas
 1311 Chestnut Street
 Bastrop, Texas 78602

May 20, 2014

Members of the City Council:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated May 15, 2014, of \$7,000,000* CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014, both of which constitute a part hereof.

For your legally issued Certificates, in the aggregate principal amount of \$7,000,000*, we will pay you a price of \$ 7,084,316.20, representing 101.20% of the par value. Such Certificates mature August 1, in each of the years and in the amounts and interest rates shown below:

Maturity (August 1)	Principal Amount*	Interest Rate	Maturity (August 1)	Principal Amount*	Interest Rate
2015	\$ 245,000	<u>2.000 %</u>	2025	\$ 350,000	<u>2.625 %</u>
2016	275,000	<u>2.000 %</u>	2026	360,000	<u>3.000 %</u>
2017	280,000	<u>2.000 %</u>	2027	370,000	<u>3.000 %</u>
2018	285,000	<u>2.000 %</u>	2028	380,000	<u>3.000 %</u>
2019	290,000	<u>2.000 %</u>	2029	390,000	<u>3.000 %</u>
2020	300,000	<u>2.000 %</u>	2030	405,000	<u>3.250 %</u>
2021	310,000	<u>2.000 %</u>	2031	420,000	<u>3.375 %</u>
2022	320,000	<u>2.000 %</u>	2032	435,000	<u>3.500 %</u>
2023	330,000	<u>2.250 %</u>	2033	450,000	<u>3.500 %</u>
2024	340,000	<u>2.375 %</u>	2034	465,000	<u>3.500 %</u>

Of the principal maturities set forth in the table above, term certificates have been created as indicated in the following table (which may include multiple term certificates, one term certificate or no term certificate if none is indicated). For those years which have been combined into a term certificate, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term certificate maturity date shall mature in such year. The term certificates created are as follows:

Term Certificates Maturing August 1	Year of First Mandatory Redemption	Principal Amount	Interest Rate
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TRUE INTEREST COST

2.845316 %

We are having the Bonds of the following maturities _____ insured by None at a premium of \$ _____, said premium to be paid by the Purchaser. Any fees to be paid to the rating agencies as a result of said insurance will be paid by the City.

*See "CONDITIONS OF THE SALE - Basis for Award." Preliminary, subject to change.

The Initial Certificates shall be registered in the name of _____, which will, upon payment for the Certificates, be cancelled by the Paying Agent/Registrar. The Certificates will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the book-entry-only system.

A wire transfer or a cashiers or certified check to the City in the amount of \$140,000 will be made available in accordance with the Notice of Sale made a part hereof. Should we fail or refuse to make payment for the Certificates in accordance with the terms and conditions set forth in the Notice of Sale, the proceeds of this deposit shall be retained by the City as complete liquidated damages against us. Please check the box below to designate your Good Faith Deposit option.

We agree to accept delivery of the Certificates utilizing the book-entry-only system through DTC and make payment for the Initial Certificate in immediately available funds in the Corporate Trust Division, Regions Bank, Houston, Texas, not later than 10:00 AM, CDT, on June 18, 2014, or thereafter on the date the Certificates are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions. It will be the obligation of the purchaser of the Certificates to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute, and deliver to the City, not later than the close of business on the business day following the award of the sale of the Certificates, a certificate relating to the "issue price" of the Certificates in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the City.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

Respectfully submitted,

Syndicate Members:

BOGC, Inc.
Name of Purchaser or Manager

Dustin Siehr
Authorized Representative

414-203-6558
Phone Number

[Signature]
Signature

Please check one of the options below regarding Good Faith Deposit:

Submit by Wire Transfer

Submit by Bank Cashier's/Certified Check

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by City of Bastrop, Texas, this the 27th day of May, 2014.

ATTEST:
[Signature]
City Secretary
City of Bastrop, Texas

[Signature]
Mayer
City of Bastrop, Texas

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Respectfully submitted,

BOSC, INC.
Name of Purchaser or Manager

Dustin Siehr
Authorized Representative

414-203-6558
Phone Number

[Signature]
Signature

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City of Bastrop, Texas

[Signature]
Mayor
City of Bastrop, Texas

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Name of Purchaser or Manager

Dustin Siehr
Authorized Representative

414-203-6558
Phone Number

[Signature]
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Name of Purchaser or Manager

Dustin Siehr
Authorized Representative

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Respectfully submitted,

BOSE, INC.

Name of Purchaser or Manager

Dustin Siehr

Authorized Representative

414-203-6558

Phone Number

Signature

Syndicate Members:

Please check one of the options below regarding Good Faith Deposit:

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ATTEST:

[Signature]
City Secretary
City of Bastrop, Texas

[Signature]
Mayor
City of Bastrop, Texas

Upcoming Calendar Overview Result Excel

BOSC, Inc. - Dallas , TX's Bid



**Bastrop
\$7,000,000 Combination Tax and Revenue Certificates of
Obligation, Series 2014**

For the aggregate principal amount of \$7,000,000.00, we will pay you \$7,084,316.20, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Bond Insurance
08/01/2015	245M	2.0000	
08/01/2016	275M	2.0000	
08/01/2017	280M	2.0000	
08/01/2018	285M	2.0000	
08/01/2019	290M	2.0000	
08/01/2020	300M	2.0000	
08/01/2021	310M	2.0000	
08/01/2022	320M	2.0000	
08/01/2023	330M	2.2500	
08/01/2024	340M	2.3750	
08/01/2025	350M	2.6250	
08/01/2026	360M	3.0000	
08/01/2027	370M	3.0000	
08/01/2028	380M	3.0000	
08/01/2029	390M	3.0000	
08/01/2030	405M	3.2500	
08/01/2031	420M	3.3750	
08/01/2032	435M	3.5000	
08/01/2033	450M	3.5000	
08/01/2034	465M	3.5000	

Total Interest Cost: \$2,445,851.74
 Premium: \$84,316.20
 Net Interest Cost: \$2,361,535.54
 TIC: 2.845316
 Total Insurance Premium:
 Time Last Bid Received On:05/27/2014 9:49:07 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BOSC, Inc., Dallas , TX
 Contact: Dustin Siehr
 Title:
 Telephone:214-576-0872

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of May 15, 2014 (this "Agreement"), by and between the City of Bastrop, Texas (the "Issuer"), and Regions Bank, Houston, Texas (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$7,000,000 City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014 (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about June 18, 2014; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

~~The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar~~ for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the Mayor, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the orders, ordinances or resolutions of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinance on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

**ARTICLE THREE
PAYING AGENT**

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the

address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

**ARTICLE FOUR
REGISTRAR**

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer

and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Securities.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

~~The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.~~

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with

the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Issuer Letter of Representations between the Issuer and The Depository Trust Company, New York, New York, providing for the Securities to be issued in a Book-Entry Only System. The Bank and the Issuer hereby confirm their obligations under such Letter of Representation.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

~~All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.~~

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02, 5.02, 5.03 and 5.06 of this Agreement shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

~~This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

REGIONS BANK

By: _____

Title: _____

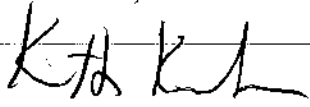
1717 St. James Place, Suite 500
Houston, Texas 77056

CITY OF BASTROP, TEXAS

By: *KH [Signature]*
Mayor

904 Main Street
Bastrop, Texas 78602

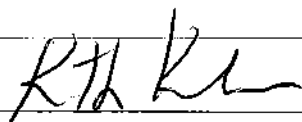
CITY OF BASTROP, TEXAS

By: 
Mayor

904 Main Street
Bastrop, Texas 78602

CITY OF BASTROP, TEXAS

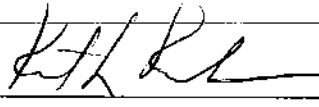
By: _____



Mayor


904 Main Street
Bastrop, Texas 78602

CITY OF BASTROP, TEXAS

By: 
Mayor

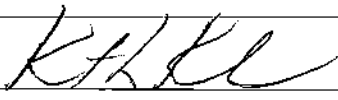
904 Main Street
Bastrop, Texas 78602

CITY OF BASTROP, TEXAS

By:  _____
Mayor

904 Main Street
Bastrop, Texas 78602

CITY OF BASTROP, TEXAS

By: 
Mayor

904 Main Street
Bastrop, Texas 78602

SCHEDULE A

Paying Agent/Registrar Fee Schedule

[Please see attached]

GENERAL AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

We, the undersigned officials of the City, hereby certify as follows:

GENERAL

1. This certificate is executed for and on behalf of the City, for the benefit of the Attorney General of the State of Texas in connection with the issuance of the Certificates. The words and terms used herein shall have the meanings whenever they are used given in Exhibit "A" attached hereto.

2. Any certificate signed by an official of the City delivered to the Attorney General of the State of Texas shall be deemed a representation and warranty by the City as to the statement made therein. The Public Finance Division of the Office of the Attorney General of the State of Texas is hereby authorized to date this certificate as of the date of approval of the Certificates and is entitled to rely upon the accuracy of the information contained herein unless notified by telephone or fax to the contrary. The Comptroller of Public Accounts is further authorized to register the Certificates upon receipt of the Attorney General approval. After registration, the Certificates, opinions and registration papers shall be delivered to J. Bart Fowler at McCall, Parkhurst & Horton L.L.P.

MATTERS RELATING TO THE CITY

3. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants operating under the Constitution of the State of Texas and the duly adopted Home Rule Charter of the City. The Charter has not been amended since the date of the approval by the Attorney General of the State of Texas of the most recently issued series of outstanding obligations of the City.

4. We officially executed and signed the Certificates with our manual signatures or by causing facsimiles of our manual signatures to be imprinted or copied on the Certificates, and, if appropriate, we hereby adopt said facsimile signatures as our own, respectively, and declare that the facsimile signatures constitute our signatures the same as if we had manually signed the Certificates.

5. The Certificates are substantially in the form, and have been duly executed and signed in the manner prescribed in the Ordinance.

6. At the time we so executed and signed the Certificates we were, and at the time of executing this certificate we are, the duly chosen, qualified and acting officers indicated therein, and authorized to execute the same.

7. No litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Certificates, and that so far as we know and believe no such litigation is threatened.

8. Neither the corporate existence nor boundaries of the City is being contested, no litigation has been filed or is now pending which would affect the authority of the officers of the City to issue, execute, sign, and deliver the Certificates, and no authority or proceedings for the issuance of the Certificates have been repealed, revoked or rescinded.

9. We have caused the official seal of the City to be impressed, or printed, or copied on the Certificates and said seal on the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the City.

10. The currently outstanding tax debt of the City and the proposed Certificates is set forth in Exhibit "B" attached hereto.

11. The gross revenues, operating expenses and net revenues of the City's waterworks and waste water system was, for the years stated, and the rates currently being charged by the City for water and waste water services are, as shown on Exhibit "C" attached hereto.

12. The true and correct schedule showing the annual debt service requirements of all the outstanding tax indebtedness of the City, together with the proposed Certificates, is set forth in Exhibit "D" hereto.

13. The currently effective ad valorem tax rolls of the City are those for the year 2014, being the most recently approved tax rolls of the City; that the taxable property in the City has been assessed as required by law; that the Tax Assessor of the City has duly verified the aforesaid tax rolls, and that the assessed value of taxable property in the City upon which the annual ad valorem tax of the City has been levied (after deducting the amount of all exemptions, if any, taken or required to be given under the Constitution and laws of the State of Texas), according to the aforesaid tax rolls for said year and finally approved and recorded by the City Council of the City, is \$698,603,370.

14. ~~No default exists in connection with the payment of principal and interest on any of the City's outstanding obligations.~~

15. All meetings of the City have been open to the public and notice of the time, place, and subject of each such meeting was given as required by Chapter 551, Government Code, as amended.

CLOSING MATTERS

16. To our best knowledge and belief:

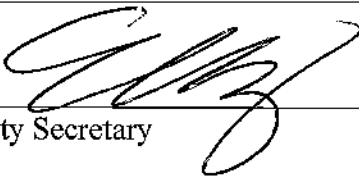
(a) the descriptions and statements of or pertaining to the City contained in its Official Notice of Sale, Bid Form and Preliminary Official Statement dated January 21, 2010 and any addenda, supplement or amendment thereto, for the Certificates, on the date of such Preliminary Official Statement, on the date of sale of the Certificates, and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects;

(b) insofar as the City and its affairs, including its financial affairs, are concerned; such Preliminary Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;


(c) insofar as the descriptions and statements, including financial data, of or pertaining to entities other than the City and their activities contained in such Preliminary Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein made in light of the circumstances under which they are made not misleading; and

(d) there has been no material adverse change in the financial condition of the City since the date of the last audited financial statement of the City appearing in the Preliminary Official Statement.

SIGNED AND SEALED this DO NOT D [REDACTED]



City Secretary



Mayor

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

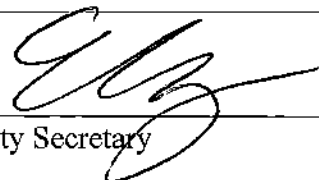
Given under my hand and seal of office this 28 May 2014



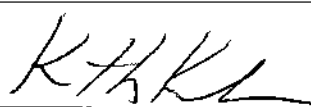


Notary Public

SIGNED AND SEALED this DO NOT D [REDACTED]



City Secretary



Mayor

NOTARY ACKNOWLEDGMENT

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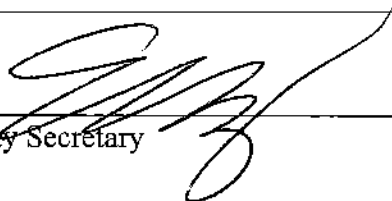
Given under my hand and seal of office this 28 May 2014



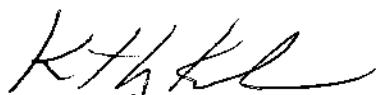
Notary Public

(Notary Seal) 

SIGNED AND SEALED this DO NOT DA [REDACTED]



City Secretary



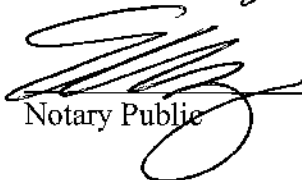
Mayor

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this 28 May 2014





Notary Public

(Notary Seal)

SIGNED AND SEALED this

DO NOT



[Signature]

City Secretary

[Signature]

Mayor

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.


Given under my hand and seal of office this 28 May 2014.

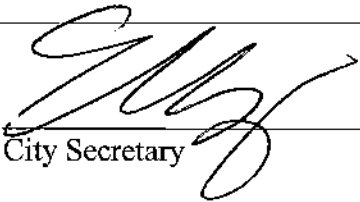



(Notary Seal)

[Signature]

Notary Public

SIGNED AND SEALED this DO NOT 



City Secretary


Mayor

NOTARY ACKNOWLEDGMENT


Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this 28 May 2014

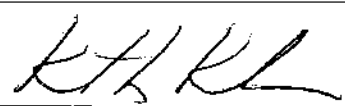
(Notary Seal) 


Notary Public

SIGNED AND SEALED this **DO NOT** [REDACTED]



City Secretary



Mayor

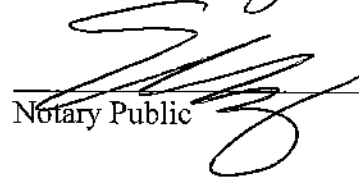
NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this 28 May 2014



(Notary Seal)



Notary Public

EXHIBIT A

DEFINITIONS

<i>Certificates</i>	City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014 in the aggregate principal amount of \$7,000,000, dated May 15, 2014.
<i>City</i>	City of Bastrop, Texas.
<i>City Council</i>	The City Council of Bastrop, Texas.
<i>Ordinance</i>	An Ordinance of the City Council of the City of Bastrop, Texas, Authorizing the Issuance and Sale of City of Bastrop, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014; Providing for the Security for and Payment of Said Certificates; Prescribing the Form of Said Certificates; Awarding the Sale Thereof; Approving the Paying Agent/Registrar Agreement, and the Official Statement; and Enacting Other Provisions Relating to the Subject

EXHIBIT B

OUTSTANDING TAX INDEBTEDNESS

Bonds in Process of Issuance

Combination Tax and Revenue Certificates of Obligation, Series 2013 \$7,000,000

Outstanding Tax Debt

General Obligation Bonds, Series 2004 \$ 265,000

General Obligation Bonds, Series 2005 \$1,610,000

Combination Tax and Revenue Certificate of Obligation, Series 2006 \$ 360,000

General Obligation Bond, Series 2006 \$ 250,000

Combination Tax and Revenue Certificate of Obligation, Series 2007 \$1,770,000

General Obligation Bond, Series 2007 \$ 930,000

Combination Tax and Revenue Certificate of Obligation, Series 2008 \$1,010,000

Limited Tax Note, Series 2008 \$ 90,000

Combination Tax and Revenue Certificates of Obligation, Series 2008A \$3,600,000

General Obligation Bonds, Series 2008 \$1,980,000

Combination Tax and Revenue Certificates of Obligation, Series 2010 \$6,890,000

Limited Tax Note, Series 2010 \$2,100,000

General Obligation Refunding Bonds, Series 2011 \$3,215,000

Combination Tax and Revenue Certificates of Obligation, Series 2012 \$4,200,000

General Obligation Refunding and Improvement Bonds, Series 2012 \$1,975,000

Combination Tax and Revenue Certificates of Obligation, Series 2013 \$11,000,000

Total \$48,245,000

EXHIBIT C

A. Gross revenues, operating expenses and net revenues of the City's waterworks and sanitary sewer system:

Fiscal Year Ended 9/30	Gross Revenues	Operating Expenses	Net Revenues
2011	\$3,450,345	\$2,975,839	\$474,506
2012	\$3,614,622	\$2,945,919	\$688,703
2013	\$3,986,051	\$3,292,688	\$693,363

B. Monthly Water and Sewer Rates: See Attached

EXHIBIT D

DEBT SERVICE SCHEDULE

See Attached
