

ORDER AUTHORIZING THE ISSUANCE OF DENTON INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH A PAYING AGENT/REGISTRAR, A REMARKETING AGENT AND A TENDER AGENT WITH RESPECT TO THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, by virtue of an election held within Denton Independent School District (the "Issuer") November 5, 2013, this Board of Trustees (the "Board") became authorized to issue, sell and deliver \$312,000,000 unlimited tax bonds of the Issuer, and determines that it is necessary and proper to authorize the issuance of not to exceed \$70,000,000 (taking into consideration principal and premium) of such voted bonds;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Sections 45.001, 45.0011 and 45.003(b)(1) of the Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended;

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Issuer to issue the bonds hereinafter authorized, for the purposes stated, and to delegate to a Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE DENTON INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Acts" shall mean Chapter 45, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended.

"Additional Mandatory Redemption" shall have the meaning assigned to such term in Section 5.03(b) of this Order.

"Amortization End Date" shall mean with respect to any Purchased Bonds the fifth anniversary of the Amortization Start Date with respect to such Purchased Bonds, or as otherwise provided in a Liquidity Agreement.

"Amortization Payment Date" shall mean, with respect to any Purchased Bonds, (i) each February 1 and August 1 occurring after the Amortization Start Date and prior to the Amortization End Date, commencing with February 1 of the Issuer's fiscal year immediately following the fiscal year in which the Amortization Start Date occurs, and (ii) the Amortization End Date.

"Amortization Start Date" shall mean, with respect to any Purchased Bonds, the date established as such in any Liquidity Agreement.

"Authorized Denominations" shall mean, with respect to Bonds bearing interest at the Initial Rate, or a Variable Rate, \$5,000 and integral multiples thereof, with respect to Bonds bearing interest at a Flexible Rate, \$100,000 and integral multiples of \$5,000 in excess thereof, and with respect to Bonds bearing interest at a Fixed Rate, \$5,000 and integral multiples thereof.

"Authorized Representative" shall mean one or more of the following officers of the Issuer: the Superintendent of Schools, the Executive Director of Administrative Services, or such other officer or employee of the Issuer authorized by the Board to act as an Authorized Representative.

"Bank" shall mean the provider from time to time of any Liquidity Agreement to provide liquidity of the Bonds. Upon initial delivery of the Bonds, there shall be no Bank.

"Bank Obligations" shall mean the obligations of the Issuer to the Bank due or to become due under the Liquidity Agreement or under the Purchased Bonds.

"Board" shall mean the Board of Trustees of the Issuer.

"Bond Purchase Agreement" shall mean the bond purchase agreement between the Issuer and the Initial Purchaser providing for the purchase of the Bonds.

"Bonds" shall mean the "Denton Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2014-B," authorized for issuance pursuant to the terms of this Order.

"Book-Entry System" shall mean the system maintained by the Securities Depository described in Section 2.11.

"Business Day" shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in New York, New York, Dallas, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed. Any payments required hereunder to be made on any day which is not a Business Day may be made instead on the next succeeding Business Day, and no interest shall accrue on such payments in the interim.

"Code" shall mean the Internal Revenue Code of 1986, including applicable regulations, published rulings, and court decisions.

"Conversion Date" shall mean: (a) with respect to Bonds converted to a Fixed Rate, the Fixed Rate Conversion Date; and (b) with respect to Bonds converted to a particular type of Variable Rate Period, the Weekly Rate Conversion Date and the Term Rate Conversion Date, as applicable; and (c) with respect to Bonds converted to a Flexible Rate Period or Periods, the Flexible Rate Conversion Date.

"Costs of Credit Agreements" shall mean, collectively, Bank Obligations, any fees of the Remarketing Agent, any fees of the Tender Agent, and any other costs, fees or expenses with respect to or in connection with the Liquidity Agreement, the Remarketing Agreement, the Tender Agent Agreement or any other Credit Agreement entered into in connection with the Bonds.

"Credit Agreement" has the meaning assigned to that term by Section 1371.001(1), Texas Government Code, as amended.

"Daily Flexible Rate Period" shall mean a period effective from and including the commencement date thereof and remaining in effect to, but not including, the next succeeding Business Day.

"Dated Date" shall mean the dated date of the Bonds as set forth in the Pricing Certificate.

"Defeased Bond" shall have the meaning assigned to such term in Section 12.01 of this Order.

"Defeasance Securities" shall have the meaning assigned to such term in Section 12.01 of this Order.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Eligible Account" shall mean an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard and Poor's Ratings Services short-term debt rating of at least "A-2" (or, if no short-term debt rating, a long-term debt rating of "BBB+"); 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.

"Event of Default" shall mean any event of default as defined in Section 11.01 of this Order.

"Event of Termination" shall mean any event under a Liquidity Agreement the occurrence of which immediately terminates the obligation of the Bank to purchase Bonds pursuant to a Liquidity Agreement without notice or demand.

"Excess Interest Funds" shall have the meaning assigned to such term in Section 5.03 of this Order.

"Fixed Rate" shall mean the per annum rate or rates of interest the Bonds shall bear during a Fixed Rate Period.

"Fixed Rate Conversion Date" shall mean the date on which all or a part of the Bonds begin to bear interest at the Fixed Rate pursuant to Section 3.07 of this Order.

"Fixed Rate Period" shall mean the period beginning on a Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Bonds, during which Bonds bear interest at one or more Fixed Rates.

"Flexible Rate" shall mean, with respect to any particular Bond, the per annum interest rate determined for each Flexible Rate Period applicable thereto.

"Flexible Rate Conversion Date" shall mean the date on which the Bonds first begin to bear interest at Flexible Rates pursuant to Section 3.06 of this Order.

"Flexible Rate Period" shall mean each period (not to exceed 270 calendar days) during which a Bond bears interest at a Flexible Rate, including a Daily Flexible Rate Period or Seven Day Flexible Rate Period.

"Highest Lawful Rate" shall mean the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Issuer in the exercise of its borrowing powers (as currently prescribed in Chapter 1204, Texas Government Code, as amended, or any successor statute).

"Initial Bond" shall mean the initial Bond authorized by Section 2.08(d) of this Order.

"Initial Purchaser" shall mean the initial purchaser of the Bonds named in the Pricing Certificate.

"Initial Rate" shall mean the interest rate the Bonds shall bear during the Initial Rate Period.

"Initial Rate Period" shall mean the period commencing on the Issuance Date and ending on the date specified as such in the Pricing Certificate.

"Interest and Sinking Fund" shall mean the interest and sinking fund established by Section 2.04 of this Order.

"Interest Payment Date" shall mean: (a) with respect to Bonds bearing interest at the Initial Rate, the February 1 or August 1 as specified in the Pricing Certificate, and each February 1 and August 1 thereafter; (b) with respect to Bonds bearing interest at a Weekly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date; (c) with respect to Bonds bearing interest at a Term Rate, each February 1 and August 1, beginning on the first such date occurring after the Term Rate Conversion Date, (d) with respect to Bonds bearing interest at a Fixed Rate, each February 1 and August 1, beginning on the first such date occurring after the Fixed Rate Conversion Date; (e) with respect to any Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each Flexible Rate Period applicable thereto; (f) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, the first Business Day after the last day of the Flexible Rate Period and each August 1 and February 1 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date; (g) with respect to the Purchased Bonds, the dates set forth in a Liquidity Agreement, and (h) each mandatory tender date pursuant to Section 4.02 of this Order.

"Interest Period" shall mean (a) the period from and including the Issuance Date to and including the day immediately preceding the first Interest Payment Date on the Bonds, and (b) thereafter, the period from and including any Interest Payment Date to and including the day immediately preceding the next following Interest Payment Date.

"Issuance Date" shall mean the date the Bonds are delivered to and paid for by the Initial Purchaser.

"Issuer" shall mean the Denton Independent School District, located in Denton County, Texas.

"Liquidity Agreement" shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase obligations, purchase or sale agreement, or any similar agreement with a Bank for the provision of liquidity support for the Bonds. The Issuer shall not execute a Liquidity Agreement unless it first receives an Opinion of Bond Counsel.

"Maximum Interest Rate" shall mean 10% or such other higher rate of interest as shall be specified in the Pricing Certificate, but in no event to exceed the lesser of (a) 15% per annum or (b) the Highest Lawful Rate. No higher rate of interest shall be effective unless and until (x) the Issuer and the Bank amend any Liquidity Agreement accordingly, (y) the Issuer is able to demonstrate that the Issuer has the projected ability to pay the principal and interest on the Bonds assuming such higher interest rate in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at such time, and (z) the Issuer shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an opinion of nationally recognized bond counsel to the effect that such change in the Maximum Interest Rate will not have an adverse effect on the exclusion from federal income tax of the interest on the Bonds.

"Minimum Mandatory Redemptions" shall have the meaning assigned to such term in Section 5.03 of this Order.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Opinion of Bond Counsel" shall mean an opinion of nationally recognized bond counsel addressed to the Issuer and the Paying Agent/Registrar and stating, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Order and State law and will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds.

"Optional Redemption Date" shall mean the any date on which Bonds may be redeemed at the option of the Issuer pursuant to Section 5.02 hereof.

"Order" shall mean this order authorizing the issuance of the Bonds.

"Outstanding" shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which moneys have been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds with respect to which this Order have been defeased pursuant to Article XII.

"Owner" shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register, including any Bank as the purchaser of Purchased Bonds pursuant to a Liquidity Agreement.

"Paying Agent/Registrar" shall mean, initially The Bank of New York Mellon Trust Company in Dallas, Texas, or any successor thereto as provided in this Order.

"Paying Agent/Registrar Agreement" shall mean the Paying Agent/Registrar Agreement pertaining to the Bonds between the Issuer and the Paying Agent/Registrar.

"Payment Fund" shall mean the fund described in Section 4.01(d)(ii) hereof.

"Permanent School Fund" shall mean that fund, created by Article VII, Section 5 of the Texas Constitution, pursuant to which the payment of principal and interest on the Bonds has been guaranteed.

"Pricing Certificate" shall mean the certificate signed by the Pricing Officer described in Section 2.01 finalizing the terms and sale of the Bonds.

"Pricing Officer" shall have the meaning assigned to such term in Section 2.01(b) of this Order.

"Purchase Date" shall mean the date on which the Bank purchases any Bonds pursuant to the Liquidity Agreement.

"Purchased Bond Rate" shall have the meaning assigned to such term in a Liquidity Agreement.

"Purchased Bonds" shall mean the Bonds purchased by the Bank pursuant to the terms of a Liquidity Agreement from and including the Purchase Date to, but not including, the earliest of (a) their maturity date or redemption date or their satisfaction and discharge by other means, (b) their remarketing by the Remarketing Agent (or the election by the Bank or other Owner of Purchased Bonds to retain such Bonds), or (c) their conversion to a Fixed Rate.

"Purchase Price" shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase of such Bond; provided, however, that accrued interest will not be taken into account in the computation of the Purchase Price with respect to Bonds if the applicable purchase date is an Interest Payment Date.

"Rate Determination Date" shall mean the date on which the Remarketing Agent determines the rate of interest to be borne by Variable Rate Bonds pursuant to Section 3.02(b) or (c), as applicable, or by Flexible Rate Bonds pursuant to Section 3.03(a).

"Rate Period" shall mean the period during which a particular rate of interest determined for the Bonds is to remain in effect pursuant to Article III of this Order.

"Rating Agency" shall mean Moody's Investors Services, Inc.; Standard and Poor's Ratings Services, a Standard and Poor's Financial Services LLC business; Fitch Ratings and their successors and assigns, or any other national credit rating agency then rating the Bonds.

"Record Date" shall mean (a) with respect to Bonds bearing interest at the Initial Rate, a Variable Rate or Flexible Rate, the close of business on the Business Day immediately preceding the Interest Payment Date, and (b) with respect to Bonds bearing interest at a Fixed Rate, the fifteenth calendar day of the month immediately preceding the Interest Payment Date.

"Register" shall mean the Register specified in Section 2.10(a) of this Order.

"Related Documents" shall mean and includes the Bonds, a Remarketing Agreement, the Tender Agent Agreement, this Order, any Liquidity Agreement and any and all other documents which the Issuer has executed and delivered, or may hereafter execute and deliver, to evidence or secure the Issuer's obligations thereunder.

"Remarketing Agent" shall mean, initially, the entity named as such in the Pricing Certificate to act as Remarketing Agent for the Bonds, and any successor thereto.

"Remarketing Agreement" shall mean the Remarketing Agreement pertaining to the Bonds between the Issuer and the Remarketing Agent, or any similar agreement pertaining to the Bonds entered into from time to time with any successor Remarketing Agent.

"Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Seven Day Flexible Rate Period" shall mean a period of seven calendar days.

"Special Interest" shall mean with respect to any Purchased Bonds and for any fiscal year of the Issuer that portion (if any) of the interest on such Purchased Bonds which exceeds the interest which accrues thereon calculated (i) if the Bonds are in a Weekly Rate or Flexible Rate mode, at the Maximum Interest Rate for Bonds other than Purchased Bonds, or (ii) if the Bonds are in a Term Rate mode, at the rate of interest that would have been applied by the Issuer for such Bonds in setting its tax rate under Section 2.03(a) hereof assuming no other unencumbered or lawfully available funds of the Issuer were on deposit in the Interest and Sinking Fund at such time.

"Specified Event" shall mean the occurrence of an event under a Liquidity Agreement for which the Bank has delivered notice that the obligation of the Bank to purchase Bonds shall terminate at the end of the period specified in the Liquidity Agreement.

"Special Record Date" shall have the meaning assigned to such term in Section 2.07(f) of this Order.

"Stated Expiration Date" shall mean, with respect to a Liquidity Agreement, the date set forth in the Liquidity Agreement as the date the Liquidity Agreement is scheduled to expire, as such date may be extended from time to time in accordance with the provisions of the Liquidity Agreement.

"Stepped Rate" shall mean the per annum rate of interest for Bonds in the Stepped Rate Period, as specified in the Pricing Certificate.

"Stepped Rate Period" shall mean the period of time commencing on the Mandatory Tender Date described in Sections 4.02(d) and 4.02(h) and continuing through a subsequent remarketing or redemption of the Bonds.

"Tender Agent" shall mean, initially, The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

"Tender Agent Agreement" shall mean the Tender Agent Agreement among the Issuer, the Tender Agent and the Remarketing Agent, pertaining to the Bonds or any similar agreement entered into from time to time with any successor Tender Agent.

"Term Rate" shall mean the per annum rate of interest the Bonds shall bear during a Term Rate Period.

"Term Rate Conversion Date" shall mean the day the Bonds first bear interest at a Term Rate pursuant to Section 3.01 of this Order or pursuant to Section 3.05 of this Order.

"Term Rate Period" shall mean each period in which the interest rate on the Bonds is fixed for periods of at least twelve (12) months duration pursuant to Section 3.02(c) of this Order.

"Unclaimed Payments" shall mean money deposited with the Paying Agent/Registrar or Tender Agent for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity or for the payment of the Purchase Price of Bonds, which money is not claimed by the Owners of such Bonds.

"Undelivered Bonds" shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not delivered.

"Variable Rate" shall mean, as the context requires, the Weekly Rate or Term Rate applicable to the Bonds.

"Variable Rate Conversion Date" shall mean the day the Bonds first bear interest at a Variable Rate pursuant to Section 3.05 of this Order.

"Variable Rate Period" shall mean each period during which the Bonds bear interest at a specific Variable Rate.

"Weekly Rate" shall mean the per annum interest rate to be determined for the Bonds on a weekly basis pursuant to Section 3.02(b) of this Order.

"Weekly Rate Conversion Date" shall mean the day the Bonds first bear interest at a Weekly Rate pursuant to Section 3.05 of this Order.

"Weekly Rate Period" shall mean the period during which the Bonds bear interest at a Weekly Rate.

Section 1.02. Table of Contents, Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Order.

Section 1.04. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

ARTICLE II

AUTHORIZATION; GENERAL TERMS; TAX LEVY; INTEREST AND SINKING FUND

Section 2.01. Authorization; Delegation to Pricing Officer.

(a) The Issuer's bonds, to be designated "Denton Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2014-B," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Acts. The Bonds shall be issued in the aggregate principal amount not to exceed \$70,000,000 for the construction, renovation, acquisition and equipment of school buildings in the Issuer, the purchase of the necessary sites for school buildings and the purchase of new school buses, to pay capitalized interest on the Bonds, and to pay costs of issuance of the Bonds.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Superintendent or Assistant Superintendent of Administrative Services of the Issuer (each, a "Pricing Officer") is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, determining the Dated Date of the

Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity, the interest payment dates, the length of the Initial Rate Period (as the same relates to one or more Bonds), or Initial Rate Periods (as is the case if the Bonds are structured as one or more term Bonds having Initial Rate Periods of different durations and bearing interest at different applicable rates during such Initial Rate Periods), the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, the Stepped Rate (provided that such Stepped Rate shall not exceed the Maximum Interest Rate per annum), as well as any mandatory sinking fund redemption provisions, conforming the Issuer's continuing disclosure agreement to comply with the requirements of the Rule, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation obtaining the Permanent School Fund guarantee for the Bonds, if available, or procuring municipal bond insurance (if it is determined that such insurance would be financially desirable and advantageous), including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$70,000,000;
- (ii) the final maturity of the Bonds shall not be later than August 1, 2044;
- (iii) the Maximum Interest Rate shall not exceed the Highest Lawful Rate;
- (iv) the net effective per annum interest rate or rates for the Initial Rate Period (as the same shall relate to one or more Bonds, as applicable and as determined by an Authorized Representative) shall not exceed a rate greater than 10%; and
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer prior to September 21, 2014.

(c) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale.

(d) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (b) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the Issuer to the Initial Purchaser. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date. The Bonds shall bear interest during the Initial Rate Period at the Initial Rate. Principal of and interest on each Bond shall be paid as set forth in this Order and the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, the Initial Bond shall be numbered T-1 and the definitive Bonds shall be

numbered separately from R-1 upward in order of their authentication. Bonds delivered upon transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar.

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date. Interest on Bonds bearing interest at a Weekly Rate or Flexible Rate will be calculated on the basis of a 365-day or 366-day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate, a Term Rate or a Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the Purchased Bond Rate and shall be calculated on the basis of the actual number of days elapsed in a year of 360 days.

Section 2.03. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while the Bonds or any interest thereon is outstanding and unpaid or any Costs of Credit Agreements are unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the Issuer at a rate sufficient, without limit as to rate or amount, to pay the principal of and interest on the Bonds and the Costs of Credit Agreements when due and payable, full allowance being made for delinquencies and costs of collection, taking into account otherwise unencumbered or lawfully available funds of the Issuer which are on deposit in the Interest and Sinking Fund and are available to pay debt service on the Bonds and the Costs of Credit Agreements, assuming (if no Specified Event or Event of Termination has occurred) an interest rate for Bonds bearing interest at a Variable Rate or Flexible Rate equal to (A) with respect to the principal amount of the Bonds for which the interest rate on such Bonds is not then known through the period for which taxes are then being assessed, the Maximum Interest Rate, or (B) with respect to the principal amount of the Bonds for which the interest rate on such Bonds is known for the period for which taxes are then being assessed, the interest rate on such Bonds for such period. If a Specified Event or Event of Termination has occurred, the Issuer will assume that the interest rate on the Bonds is the Highest Lawful Rate.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the Issuer most recently approved in accordance with law and the money collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds and Costs of Credit Agreements when and as due and payable in accordance with their terms and this Order.

Section 2.04. Interest and Sinking Fund.

(a) The Issuer hereby establishes a special fund or account, to be designated the "Denton Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2014-B, Interest and Sinking Fund," said fund to be kept at an official depository bank of the Issuer and established and maintained on the books and records of the Issuer separate and apart from all other funds and accounts of the Issuer.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying Costs of Credit Agreements and the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

(c) Regarding any debt service payments on the Bonds and Costs of Credit Agreements to become due and payable prior to receipt of the taxes levied to pay such debt service and Costs of Credit Agreements, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the Issuer are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which will be sufficient to pay such payments on the Bonds and Costs of Credit Agreements.

Section 2.05. Application of Chapter 1208, Government Code.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under Section 2.03, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under Section 2.03 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of Credit Agreements relating to the Bonds the perfection of a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.06. Facilities Allotment Funds; State Assistance Funds.

(a) In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with the instructional facilities allotment program established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or other successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 2.04. Notwithstanding Section 2.03, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 2.03 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

(b) To the extent that the Issuer demonstrates to the Texas Attorney General that the Issuer's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the Issuer covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031 and to not set a tax rate for a year until the Issuer has credited to the account of the Interest and Sinking Fund for the Bonds the amounts of State assistance received or to be received in accordance with the terms of said Section 45.0031.

Section 2.07. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) The principal of each Bond shall be paid to the Owners when due, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(c) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(d) Other than as provided in Section 2.11 with respect to Bonds held in the Book-Entry System, principal and interest shall be paid as follows: (i) with respect to Bonds bearing interest at a Weekly Rate or Flexible Rate by federal funds by wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, and, in absence of such written instruction, by check dated the Interest Payment Date and mailed by first class mail, (ii) with respect to Bonds bearing interest at the Initial Rate, a Term Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register on the applicable Record Date, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner, and (iii) with respect to Bonds bearing interest at the Purchased Bond Rate, in accordance with a Liquidity Agreement then in effect.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof.

(f) With respect to Bonds bearing interest at a Fixed Rate, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(g) Unclaimed Payments that remain unclaimed by the Owners for ninety days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar or Tender Agent, as applicable, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar or Tender Agent, as applicable, in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.08. Execution and Registration of Bonds.

(a) The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and

exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, as set forth in this Order, including the FORM OF BOND in Exhibit A attached to this Order, with such appropriate variations, omissions, or insertions as are permitted or required by the Pricing Certificate. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth in Exhibit A attached to this Order, with such appropriate variations, omissions, or insertions as are permitted or required by the Pricing Certificate.

(b) The Bonds shall be executed on behalf of the Issuer by the President and Secretary of the Board, by their manual or facsimile signatures, and the official seal of the Issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Bonds. If any officer of the Issuer whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except for the Initial Bond, which need not be authenticated, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar.

(d) On the Issuance Date, one Initial Bond representing the entire principal amount of the Bonds, payable to the Initial Purchaser, or its designee, executed by the manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General, and registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed thereto, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on the Initial Bond, cancel the Initial Bond and deliver registered definitive Bonds through DTC in accordance with instructions received from the Initial Purchaser or its designee. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.09. Ownership.

(a) The Issuer, the Paying Agent/Registrar, the Tender Agent and any other person may treat the person whose name appears in the Register as the Owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the "Record Date" as described in subsections 2.07(c)-(d)), and for all other purposes, whether or not such Bond is overdue,

and none of the Issuer, the Tender Agent or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the Issuer and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.10 Registration, Transfer, and Exchange.

(a) While any Bonds remain outstanding, the Issuer shall cause the Paying Agent/Registrar to keep at its designated office in Texas the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar are hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, as applicable, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(f) Following any Fixed Rate Conversion Date, neither the Issuer nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or Interest Payment Date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

Section 2.11. Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.13 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being

mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

(c) Notwithstanding any other provision of this Order to the contrary, the Issuer, the Tender Agent and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of amounts due pursuant to this Order.

(d) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

Section 2.12. Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 2.13. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 2.14. Variable Rate and Flexible Rate Bonds Held in Book-Entry Only System.

This Section shall apply with respect to tenders and purchases of Variable Rate and Flexible Rate Bonds held in the Book-Entry Only System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Variable Rate or Flexible Rate Bonds directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Variable Rate or Flexible Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Variable Rate or Flexible Rate Bonds, and any portion of the Purchase Price shall have been paid pursuant to a Liquidity Agreement, then upon the Bank's purchase of such Variable Rate or Flexible Rate Bonds, such Purchased Bonds shall be transferred to the DTC Participant account of the Bank or, if directed in writing by the Bank, to the DTC Participant account of the Tender Agent or other nominee or designee of the Bank, for the benefit of the Bank as beneficial owner of such Purchased Bonds. Pursuant to the Remarketing Agreement, the Remarketing Agent shall continue its attempts to remarket the Purchased Bonds.

Section 2.15. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall treat such canceled Bonds in accordance with its document retention policies.

Section 2.16. Replacement Bonds.

(a) In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Owner applying for a replacement bond shall furnish to the Issuer and to the Paying

Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 2.10 for Bonds issued in conversion and exchange for other Bonds.

ARTICLE III

INTEREST RATES ON BONDS

Section 3.01. Initial Interest Rate; Subsequent Interest Rates.

(a) The Bonds shall bear interest at the Initial Rate for the Initial Rate Period as set forth in the Pricing Certificate. At the end of the Initial Rate Period, the Bonds shall be subject to mandatory tender without right of retention by the Owners pursuant to Section 4.02(h) hereof.

(b) After the Initial Rate Period expires, the Bonds shall bear interest at the Term Rate as determined in Section 3.02(c) for a Term Rate Period of one year in duration unless a different Rate Period is specified pursuant to the Pricing Certificate or upon written direction of an Authorized Representative, until the Bonds are converted to a different Rate Period.

(c) Upon the conversion to the Term Rate, or any other Rate Period, at the end of the Initial Rate Period, the Issuer shall deliver an Opinion of Bond Counsel to the Paying Agent/Registrar.

(d) The Rate Period applicable to the Bonds may be converted to or from a different Variable Rate Period, or to or from Flexible Rate Periods, or to the Fixed Rate Period, pursuant to this Article III.

If the Remarketing Agent fails to remarket the Bonds, resulting in the Owners thereof retaining such Bonds subsequent to the end of the Initial Rate Period, those Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

Section 3.02. Determination of Interest Rate for Variable Rate Modes.

(a) Determination of Interest Rate by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between or to Variable Rate modes, the Variable Rate for the Bonds during any Variable Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Variable Rate in accordance with this Section on the Rate Determination Date, and all Bonds (except Purchased Bonds and Bonds bearing interest at the Stepped Rate) shall be issued in the same Variable Rate mode. The Variable Rate determined by the Remarketing Agent shall become effective on the first day of the next succeeding Rate Period.

(i) The Variable Rate for the applicable Variable Rate Period shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b), (c) or 3.05(a) below, as is applicable.

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date; provided that in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Interest Rate; provided further, that if such Bonds become Purchased Bonds, the provisions of Section 3.04 hereof shall govern the interest rate on such Purchased Bonds.

(iii) In determining the interest rates, the Remarketing Agent shall take into account to the extent applicable market interest rates and indices, general economic conditions, and general market conditions as they relate to comparable securities which are held by institutional and private investors with substantial portfolios (1) with a term equal to the applicable Rate Period for the Bonds; (2) the interest on which is exempt from federal income taxation; (3) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds; (4) with security or credit support similar to the Bonds; and (5) with redemption provisions similar to those of the Bonds.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the Issuer, the Tender Agent, the Paying Agent/Registrar, a Bank, and the Owners of the Bonds to which such rates are applicable. The Issuer, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive such notice.

(b) Determination of Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that (A) in the case of a conversion to a Weekly Rate Period from a different Rate Period, the initial Weekly Rate Period shall commence on the

Weekly Rate Conversion Date and end on Wednesday of the following week, and (B) in the case of a conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to such conversion shall end on the day immediately preceding the Conversion Date.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such Weekly Rate Period and shall remain in effect through and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent by 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and each such Weekly Rate shall be made available including but not limited to via electronic means to any Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) In the event the Remarketing Agent fails for any reason to determine the Weekly Rate or to notify the Paying Agent/Registrar or Tender Agent of the Weekly Rate for any Weekly Rate Period, the Weekly Rate for such Bond shall be the Weekly Rate then in effect, until the Remarketing Agent determines a new Weekly Rate.

(iv) Notice of Weekly Rates determined for each Weekly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry System is discontinued, notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner by monthly statement within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate is to be paid. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Weekly Rate in effect from time to time.

(c) Determination of Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall be periods of at least twelve (12) months duration and shall (A) commence initially on the Term Rate Conversion Date and subsequently on the August 1 which is at least twelve (12) calendar months after the Term Rate Conversion Date; and (B) end on the day preceding either the commencement date of the following Term Rate Period or the Conversion Date on which a different interest rate mode shall become effective; provided, however, that the Stated Expiration Date of any Liquidity Agreement shall be not less than five (5) days after the last day of any Term Rate Period. If, at the expiration of the then-applicable Term Rate Period, there does not exist a Liquidity Agreement providing liquidity support for Bonds then Outstanding and there occurs a failed remarketing of the type described in Section 4.02(d) hereto, such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(ii) While Bonds are bearing interest at a Term Rate and prior to the commencement of a subsequent Term Rate Period, an Authorized Representative may change the duration of such subsequent Term Rate Period to a different duration.

(A) The Issuer shall give written notice of any such change to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank not less than

thirty (30) days prior to the commencement date of such Term Rate Period. Such notice shall specify the Term Rate Period to which such change will be made, and the duration of such Term Rate Period. Such notice shall also specify the conditions to the change and the consequences of such conditions not being fulfilled.

(B) Any change in duration of a Term Rate Period pursuant to this Section 3.02(c)(ii) from a Term Rate Period of one year duration to a Term Rate Period with a duration of more than one year or from a Term Rate Period with a duration of more than one year to a Term Rate Period of one year duration shall be subject to the condition that the Issuer shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.02(c)(ii)(A) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the commencement date of the subject Term Rate Period). If such Opinion of Bond Counsel is not delivered, such change shall not occur and the Bonds shall remain in the same Term Rate Periods.

(C) If the confirmation of the Opinion of Bond Counsel is not delivered on the commencement date of the subject Term Rate Period pursuant to Section 3.02(c)(ii)(B), the change in duration shall not occur and the Bonds shall remain in the same Term Rate Periods; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Term Rate Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period no later than 12:00 p.m. on the Rate Determination Date, which date shall be a Business Day not less than one (1) Business Day preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available including but not limited to via electronic means to a Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iv) For any Bonds in which a Liquidity Agreement is in effect, in the event the Remarketing Agent fails for any reason to determine the Term Rate for any Term Rate Period, or to provide notice thereof to the Paying Agent/Registrar or Tender Agent when required hereunder, the interest mode on the Bonds shall be (A) converted to a Weekly Rate equal to 100% of the commercial paper rate (30 days) for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the Issuer in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, with Weekly Rate Periods, until the Remarketing Agent determines a new Weekly Rate for such Bonds, but only if the Issuer delivers to the Paying Agent/Registrar an Opinion of Bond Counsel, or (B) if the Opinion of Bond Counsel in clause (A) is not delivered, converted to a Term Rate for a Term Rate Period ending on the day prior to the next succeeding August 1 which Term Rate is equal to 100% of the one-year rate for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the Issuer in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, until the Paying Agent/Registrar is notified of a new Term Rate and Term Rate Period for such Bonds.

(v) Notice of Term Rate. Notice of Term Rates determined for each Term Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry System is discontinued, notice of Term Rates determined for each Term Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner by monthly statement within seven (7) Business Days after each Rate Determination Date. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Term Rate in effect from time to time.

Section 3.03. Determination of Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows:

(a) The Flexible Rate Period for each Bond shall be of such duration, not less than the period set forth in a Liquidity Agreement then in effect or except as provided in subsection (iii) below, and not exceeding 270 days, as may be offered by the Remarketing Agent and any Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date), and (B) end on a day which is a Business Day not less than five (5) days prior to the stated expiration date of the Liquidity Agreement then in effect. Each Flexible Rate Period shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by on its date of determination.

(b) The Flexible Rate for each Flexible Rate Period shall be effective from and including the commencement date of such Flexible Rate Period through and including the last day thereof. Each such Flexible Rate shall be determined by the Remarketing Agent in connection with the sale of the Bond or Bonds to which it relates pursuant to Section 4.02(a) or 4.02(c). Flexible Rates shall be determined for Bonds no later than 12:00 p.m. New York City time on the Rate Determination Date, which shall be the Business Day immediately preceding the commencement date of each Flexible Rate Period with respect to such Bond, by the Remarketing Agent in connection with the remarketing of the Bonds at a rate or rates which in its judgment would cause such Bond to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions, provided, however, that such Flexible Rate shall never exceed the Maximum Interest Rate. All determinations of Flexible Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the Issuer, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such rates are applicable. Each Flexible Rate shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(c) In the event the Remarketing Agent fails for any reason to determine the Flexible Rate or Flexible Rate Period for any Bond, or to provide notice thereof to the Paying Agent/Registrar or Tender Agent when required hereunder, the Flexible Rate Period for such Bond shall be a Seven Day Flexible Rate Period (or a Daily Flexible Rate Period if provided for in the Liquidity Agreement then in effect) and the Flexible Rate for such Bond shall be equal to 100% of the commercial paper rate (30 days) for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the Issuer in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, until the Remarketing Agent determines a new Flexible Rate and Flexible Rate Period for such Bond.

Section 3.04. Interest on Purchased Bonds.

(a) Purchased Bonds shall bear interest, for each day elapsed, from and including the date they become Purchased Bonds to and including the day preceding the date they cease to be Purchased Bonds, at the Purchased Bond Rate. If at any time or times the Purchased Bond Rate would exceed the Highest Lawful Rate, the rate of interest to accrue on the unpaid principal balance of the Purchased Bonds during all such times shall be limited to the Highest Lawful Rate; provided, however, that if at any time the Purchased Bond Rate shall exceed the Highest Lawful Rate, then any subsequent reduction below the Highest Lawful Rate in the Purchased Bond Rate to be paid hereunder will not effect a reduction in such rate below the Highest Lawful Rate until the total amount of interest accrued on the unpaid principal balance of the Purchased Bonds equals the amount of interest which would have accrued if the Purchased Bond Rate (without giving effect to this Section 3.04) had at all times been in effect. The Issuer shall pay such interest based on a certificate from the Bank stating the amount of interest to be paid.

(b) Interest on Purchased Bonds shall accrue at the Purchased Bond Rate, and shall be payable (i) on each Interest Payment Date and (ii) upon the remarketing of each Purchased Bond pursuant to this Order, with the difference between the Variable Rate or the Flexible Rate, as applicable, and the Purchased Bond Rate relating to the Purchased Bonds so remarketed becoming an obligation of the Issuer to the Bank, due and payable on the date such Purchased Bonds are remarketed. Notwithstanding the foregoing or any provision of the Liquidity Agreement or any other Related Document, (i) subject to clause (ii) hereinafter, Special Interest with respect to Purchased Bonds for any fiscal year of the Issuer shall not be payable by the Issuer until February 1 of the calendar year immediately following the earliest date on which the Issuer is permitted by law to adopt an order levying ad valorem taxes on property subject to taxation by the Issuer for payment of such Special Interest, and such Special Interest shall not accrue interest pending payment, and (ii) the Issuer shall pay Special Interest in connection with a conversion to a Fixed Rate in accordance with Section 3.07.

(c) Until the Amortization Start Date with respect to any Purchased Bonds, and provided that the Remarketing Agent has been unable to remarket the Purchased Bonds, the Bank shall be paid payments of interest only in accordance with subsections (a) and (b) above. Commencing with the Amortization Start Date, the Purchased Bonds shall be subject to special mandatory redemption as provided in Section 5.04. The principal amount of any Purchased Bonds subject to this subsection (c) shall be payable in substantially equal installments of principal and accrued interest which shall be due on each Amortization Payment Date with respect to such Purchased Bonds; provided, however, that said Purchased Bonds will be subject to earlier repayment as a result of redemption, maturity or other means applicable to all the Bonds subject to the Order; and provided further, however, the Issuer may, at its option, redeem the Purchased Bonds, in whole or in part, as more fully provided in Section 5.02(c) of this Order. During the amortization period described in the Liquidity Agreement and Section 5.04 of this Order, the Purchased Bonds shall continue to bear interest at the Purchased Bond Rate payable as hereinabove set forth in subsections (a) and (b).

(d) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for Purchased Bonds throughout the period during which such Bonds constitute Purchased Bonds.

Section 3.05. Conversions to or Between Variable Rate Interest Modes.

(a) Conversion Between Variable Rate Modes. At the option of the Issuer, and pursuant to an order of the Board, the Bonds may be converted from one Variable Rate mode to another Variable Rate mode. The conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate mode to a different Variable Rate mode shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Bonds are converted, unless the conversion is from a Term Rate mode to a Weekly Rate mode, in which case the Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) above.

(ii) The Issuer shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period, the duration of the Term Rate Periods. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the Issuer pursuant to Section 3.05(a)(ii) above, and

(B) set forth the matters required to be stated pursuant to Section 4.02(c)(iv) with respect to purchases of Bonds governed by such Section.

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b) or (c) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section from (A) a Weekly Rate Period to a Term Rate Period with a duration of more than one year, or (B) from a Term Rate Period with a duration of more than one year to a Weekly Rate Period, shall be subject to the condition that the Issuer shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.05(a)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall not be converted but shall remain in the same interest rate mode.

(vi) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.05(a)(v), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(b) Conversions from Flexible Periods to Variable Rate. At the option of the Issuer, and pursuant to an order of the Board, the Bonds may be converted from Flexible Rate Periods to a Variable Rate Period. To accomplish the proposed conversion, the Issuer shall give written notice of the proposed conversion pursuant to subparagraph 3.05(b)(ii), together with a copy of the Opinion of Bond Counsel if

converting to a Term Rate Period with a duration of more than one year. The conversion shall be accomplished as follows:

(i) The Conversion Date shall be both (A) the first Business Day of a calendar month, and (B) the last Interest Payment Date on which interest is payable for any Flexible Rate Periods theretofore established for the Bonds to be converted pursuant to Section 3.03.

(ii) The Issuer shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank in the manner and at the times prescribed by Section 3.05(a)(ii). The Paying Agent/Registrar shall give notice of conversion to Owners prior to the Conversion Date in the manner prescribed by Section 3.05(a)(iii).

(iii) Notwithstanding the foregoing, no conversion shall be effected unless the Paying Agent/Registrar shall have received (A) on or before five (5) days prior to the date on which such notice is required to be given to the Owners, written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Period extending beyond the Conversion Date, and (B) if applicable, the Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Remarketing Agent confirmation or Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the Flexible Rate interest mode.

(iv) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.05(b)(iii), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(v) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for conversions from one Variable Rate Period to another pursuant to Section 3.05(a)(iii) above.

Section 3.06. Conversions to Flexible Rate Periods.

At the option of the Issuer, and pursuant to an order of the Board, the Bonds may be converted from a Variable Rate Period to Flexible Rate Periods; provided, however, that the Stated Expiration Date of a Liquidity Agreement will be a day at least five (5) days after the last day of the Flexible Rate Period. To accomplish the proposed conversion, the Issuer shall give written notice of the proposed conversion to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to Section 3.06(c). The conversion shall be accomplished as follows:

(a) The Flexible Rate Conversion Date for a conversion from a Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided however, that in the case of a conversion from a Term Rate Period, the Flexible Rate Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c).

(b) The Issuer shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent the Remarketing Agent and the Bank not less than thirty (30) days

prior to the proposed Flexible Rate Conversion Date. Such notice shall specify the proposed Flexible Rate Conversion Date and the Flexible Rate Period or Periods to which the conversion will be made. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(c) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners of the Bonds. Such notice shall:

(i) contain the information set forth in the notice from the Issuer pursuant to Section 3.06(b) above, and

(ii) set forth the matters required to be stated pursuant to Section 4.02(c) with respect to purchases of Bonds governed by such Section.

(d) The Flexible Rate or Rates for the Flexible Rate Period or Periods commencing on the Flexible Rate Conversion Date shall be determined by the Remarketing Agent in the manner and on the date provided in Section 3.03 above.

(e) Any conversion pursuant to this Section from a Term Rate Period with a duration of more than one year shall be subject to the condition that the Issuer shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.06(b) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Flexible Rate Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Variable Rate interest mode.

(f) If the confirmation of the opinion of counsel is not delivered on the proposed Flexible Rate Conversion Date pursuant to Section 3.06(e), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

Section 3.07. Conversion to Fixed Rate at Option of the Issuer.

(a) At the option of the Issuer, and pursuant to an order of the Board, the Bonds bearing interest at the Initial Rate, Variable Rate or Flexible Rate may be converted in whole or in part to a Fixed Rate or Rates to their maturity or prior redemption. In the event of a conversion of less than 100% of all Outstanding Bonds pursuant to this Section, the Paying Agent/Registrar shall select by lot or other customary random method the Bonds to be converted to a Fixed Rate, assuming the Bonds then Outstanding are each in a minimum Authorized Denomination; provided, however that in the event of a conversion of less than 100% of all Outstanding Bonds, any Purchased Bonds and Bonds bearing interest at the Stepped Rate shall be converted prior to any other Bonds, and any Purchased Bonds shall be converted prior to any Bonds bearing interest at the Stepped Rate.

(b) In determining the Fixed Rate, the Remarketing Agent shall take into account to the extent applicable (1) market interest rates for comparable securities which are held by institutional and private investors with substantial portfolios (a) with a term equal to the period to maturity remaining on the Bonds, (b) the interest on which is exempt from federal income taxation, (c) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds, (d) with security or credit support

similar to the Bonds, and (e) with redemption provisions similar to those of the Bonds; (2) other financial market rates and indices which have a bearing on the fixed rate (including but not limited to rates borne by general obligation bonds, United States Treasury obligations, commercial bank prime rates, certificate of deposit rates, federal funds rates, indices maintained by The Bond Buyer, and other publicly available tax-exempt interest rate indices); (3) general financial market conditions (including current forward supply); and (4) industry, economic, or financial conditions which may affect or be relevant to the Bonds.

(c) Any such conversion to Fixed Rate shall be made as follows:

(i) The Fixed Rate Conversion Date for a conversion from a Variable Rate Period or a Flexible Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from the Bonds are converted or an Interest Payment Date on which interest is payable for all Bonds to be converted which are bearing interest at a Flexible Rate; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be limited to an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) hereof; provided further, that Purchased Bonds may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from the Initial Rate shall be the Conversion Date immediately following the end of the Initial Rate Period.

(ii) (A) The Issuer shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Bonds to be converted.

(B) Not less than fifteen (15) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owner of all Bonds to be converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 3.07(c)(iii).

(iii) Notice of conversion shall be given by first class mail or by other customary means by the Paying Agent/Registrar to each Rating Agency and the Owners of all Bonds to be converted. Such notice shall inform the Owners of: (A) the proposed Fixed Rate Conversion Date; (B) the conditions to the conversion pursuant to Section 3.07(d) below; and (C) the matters required to be stated pursuant to Section 4.02(e)(ii) with respect to purchases of Bonds governed by such Section.

(iv) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date, the Remarketing Agent shall, in consultation with and subject to the approval of the Issuer, determine the Fixed Rate or Rates (not in excess of the Maximum Interest Rate) for the Bonds which will cause the Bonds to have a market value equal to the principal amount thereof; provided, however, the market value of the Bonds may exceed par for the purpose of obtaining the lowest reoffering yield to the Issuer and to pay remarketing costs, but the tendering Owners will only receive the Purchase Price of the tendered Bonds. The Bonds shall have the redemption dates and prices determined pursuant to Section 3.07(e) hereof, and the Remarketing Agent shall make the Fixed Rate or Rates available to the Paying Agent/Registrar, including but not limited to via electronic means, on the date of determination. Each maturity of the Bonds may have a different Fixed Rate but there shall be

only one Fixed Rate per maturity. Such determination, absent manifest error, shall be conclusive and binding upon the Issuer, the Paying Agent/Registrar and the Owners of the Bonds to which such rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first class mail to the Tender Agent, the Bank and the Owners (as of the Fixed Rate Conversion Date).

(d) Any conversion to Fixed Rate pursuant to this Section is subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the Issuer shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.02(e).

If the foregoing conditions are not met for any reason, the conversion shall not be effective and the Bonds shall continue to bear interest at the last effective Variable Rate or Flexible Rates, as applicable; provided, however, that such Bonds shall be subject to mandatory tender as provided herein, if a Liquidity Agreement is in effect with respect to such Bonds. The Paying Agent/Registrar shall promptly notify the Owners of such fact and shall give all additional notices and take all further actions required pursuant to Section 4.02(f). For Bonds bearing interest at the Initial Rate or a Term Rate where no Liquidity Agreement is in effect, and the foregoing conditions are not met for any reason, the conversion shall not be effective and the Bonds shall bear interest at the Stepped Rate and the Bonds shall not be subject to mandatory tender as provided herein.

(e) Unless clause (f) under this Section 3.07 applies, the Bonds converted to a Fixed Rate on a Fixed Rate Conversion Date shall mature, be subject to redemption and have the same terms and features as set forth in Section 2.02 and Section 5.02 hereof.

(f) Notwithstanding Section 3.07(e), in connection with a conversion to a Fixed Rate, the Issuer may elect, at its sole option, to provide for serial or term maturities, revised redemption provisions and other terms applicable to the pricing of the Bonds on and after the Fixed Rate Conversion Date. If the Issuer so elects, the serial or term maturities for the Bonds converted to a Fixed Rate shall be determined on the basis of providing similar relative principal and interest payments on such Bonds, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Bonds, if any, not then converted to a Fixed Rate), commencing in the fiscal year in which the conversion occurs, and any revised redemption provisions shall provide for such Fixed Rate Bonds to be subject to optional redemption in whole or in part without premium on the redemption date, which shall be set at the lesser of (i) 10 years from the February 1 or August 1 next preceding the Fixed Rate Conversion Date, or (ii) 55% of the term of the Bonds, rounded to the nearest February 1 or August 1, remaining at the time of conversion. If the principal payment schedule for the Bonds established by the Issuer pursuant to this Section 3.04(f) is not substantially similar to the principal payment schedule set forth in Section 5.03, at the time of the conversion the Issuer must be able to demonstrate that the Issuer has the projected ability to pay the principal and interest on the Bonds after the conversion in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at the time of the conversion.

Section 3.08. Requirement for Interest Coverage.

As a condition to converting the interest rate mode to a Weekly Rate or a Flexible Rate or to a Term Rate Period for which a Liquidity Agreement is to be in effect, the Issuer shall provide liquidity coverage for the longest Interest Period in the interest rate mode proposed in an amount at least equal to the number of days in such Interest Period, plus a cushion of at least one day and at a rate equal to the Maximum Interest Rate. No such conversion shall occur unless the Issuer provides notice to each Rating Agency and receives confirmation of the short-term rating and evidence to the Remarketing Agent that the requirement of this Section 3.08 has been satisfied.

ARTICLE IV

TENDER AND PURCHASE OF BONDS

Section 4.01. Optional Tender of Bonds.

(a) Optional Tender During Weekly Rate Periods. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, and while the Bonds bear interest at a Weekly Rate, the Owners of Bonds bearing interest at Weekly Rates may elect to have their Bonds (or portions thereof in amounts equal to the lowest Authorized Denomination) tendered for purchase on any Thursday at the Purchase Price payable in immediately available funds, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day not less than seven (7) calendar days prior to the purchase date stated in such notice. Bonds bearing interest at (1) the Initial Rate, (2) a Term Rate, or (3) a Stepped Rate, are not subject to optional tender.

(b) Notice of Tender. Each notice of tender must meet the following requirements:

(i) shall be delivered to the Tender Agent at its designated office and be in form satisfactory to the Tender Agent;

(ii) shall state (A) the principal amount and the bond number (if not held in a book-entry-only system) of the Bond to which the notice relates, (B) that the Owner irrevocably demands purchase of such Bond or a specified portion thereof in an amount equal to an Authorized Denomination, (C) the date on which such Bond or portion thereof is to be purchased, and (D) payment instructions with respect to the Purchase Price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Bond (or the specified portion thereof) to which the notice relates on the purchase date to any purchaser selected by the Remarketing Agent, at a price equal to the principal amount of the Bond (or the specified portion thereof) plus any interest accrued thereon and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of such Bond (or the specified portion thereof) upon payment of such price to the Tender Agent on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent to effect the exchange of the Bond to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or the specified portion thereof), and (D) an acknowledgment that such Owner will have no further rights with respect to such Bond (or the specified portion thereof) upon payment of the Purchase Price thereof to the Tender Agent on the purchase date, except for the right of such Owner to receive such Purchase Price upon

surrender of such Bond to the Tender Agent and that after the purchase date such Owner will hold an undelivered certificate as agent for the Tender Agent.

The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to this Section 4.01(b) shall be conclusive and binding upon the Owner. The Tender Agent may waive nonconforming tenders. The Tender Agent shall promptly provide the Bank with a copy of any notice received pursuant to this Section 4.01.

(c) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds or portions thereof for which notice of tender has been received pursuant to Section 4.01(b) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price for tendered Bonds by the Remarketing Agent to the Tender Agent (in exchange for new registered Bonds) in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date. Notwithstanding the foregoing, the Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, from or to Flexible Rate Periods or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(d) Purchase of Tendered Bonds.

(i) *Notice.* At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone (promptly confirmed in writing) , telegram, telecopy, time-sharing terminal, telex, electronic, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone (promptly confirmed in writing) , telegram, telecopy, facsimile transmission, or other similar communication to an Authorized Representative, the Bank and the Paying Agent/Registrar specifying the principal amount of tendered Bonds as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time on the Business Day prior to the purchase date, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and taxpayer identification numbers of the purchaser, the Authorized Denominations of the Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) *Sources of Payment.* At or before 10:30 a.m., New York City time, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the "Denton Independent School District Remarketing Proceeds Payment Fund (the "Payment Fund") on the date fixed for purchase of tendered Bonds, all amounts representing proceeds of the remarketing of such Bonds, such payments to be made in the manner and at the time specified in Section 4.01(c) above. For any Bonds for which a Liquidity Agreement is in effect, if such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify the Bank and an Authorized Representative of any deficiency no later than 11:00 a.m., New York City time, on such date in the form required pursuant to the Liquidity Agreement. The Bank shall deliver to the Tender Agent immediately available funds in an amount at least equal to the Purchase Price agreed to be paid on the tender date of such unremarketed tendered Bonds not later than 2:00

p.m., New York City time, on the date set for purchase of such tendered Bonds. All monies received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the Bank to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Payment Fund to be used solely for the payment of the Purchase Price of tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested; if any such money representing amounts received from the Bank exceed the amount required to pay the Purchase Price of tendered Bonds, such excess shall be paid back to the Bank.

(iii) *Payments by the Tender Agent.* At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent, and (B) moneys paid pursuant to the Liquidity Agreement, if any. If sufficient funds are not available for the purchase of all tendered Bonds, no purchase shall be consummated.

(iv) *Registration and Delivery of Tendered or Purchased Bonds.*

(A) On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and delivered to the new Owner in accordance with the instructions of the Remarketing Agent; and (B) Bonds purchased with amounts paid pursuant to the Liquidity Agreement, if any, shall be registered in the name of and delivered to the Bank or its nominee by 2:00 p.m., New York City time.

(B) Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry System of DTC in accordance with Section 2.11 hereof, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner; and (ii) Purchased Bonds shall be delivered to the Bank by a transfer in the Book-Entry System of DTC of such Purchased Bonds to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

(C) Notwithstanding anything to the contrary herein, the Tender Agent shall not release Purchased Bonds to the purchaser of such Purchased Bonds until the Bank has received the proceeds of such remarketing and all such other sums required to be paid thereupon under the terms of the Liquidity Agreement and (unless the Liquidity Agreement is no longer to remain in effect) the Bank has delivered to the Tender Agent written notice (which may be by telecopy, answerback received) that a portion of the principal commitment under the Liquidity Agreement has been reinstated in an amount equal to the principal amount of such Purchased Bonds and the corresponding amount of interest calculated in accordance with the Liquidity Agreement.

(v) *Delivery of Bonds; Effect of Failure to Surrender Bonds.* All Bonds to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the purchase date for Bonds held in the Book-Entry System).

Such Bonds shall be accompanied by an instrument of transfer satisfactory to the Tender Agent, executed in blank by the Owner. The Tender Agent may refuse to accept delivery of any Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the Purchase Price of such Bond until a satisfactory instrument is delivered. If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds (or portions thereof) shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above and the Paying Agent/Registrar shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds (or portions thereof). Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

Section 4.02. Mandatory Tender of Bonds.

(a) Mandatory Tender upon the end of Flexible Rate Periods.

(i) *Purchase Dates.* While the Bank is obligated to advance funds to facilitate the purchase of Bonds pursuant to the Liquidity Agreement, each Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Flexible Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Each Flexible Rate Period and mandatory tender date for a Bond shall be established on the date of purchase of such Bond as hereinafter provided. The Owner of any Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 4.02(a) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(ii) *Remarketing of Tendered Bonds.* The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds bearing interest at Flexible Rates required to be purchased on the ensuing purchase date. Subject to the provisions of Section 3.03, in remarketing the Bonds, the Remarketing Agent shall offer and accept purchase commitments for the Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the Bonds under prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, under prevailing market conditions, a lower net interest cost on the Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, no Flexible Rate Period may be established which exceeds 270 days or is less than the period specified in any Liquidity Agreement then in effect, unless a Liquidity Agreement is in effect, or, if the Remarketing Agent has given or received notice of any conversion to a Variable Rate Period or Fixed Rate Period,

the remaining number of days prior to the Conversion Date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(ii) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(a).

(b) Mandatory Tender upon end of Term Rate Periods with a Liquidity Agreement.

(i) *Purchase Dates.* For any Bonds supported by a Liquidity Agreement, while the Bank is obligated to advance funds to facilitate the purchase of Bonds pursuant to the Liquidity Agreement, each Bond bearing interest at a Term Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Term Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. The Owner of any Bond bearing interest at a Term Rate and tendered for purchase as provided in this Section 4.02(b) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(ii) *Notice to Owners.* The Issuer shall give written notice of any such mandatory tender to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank not less than thirty (30) days prior to the mandatory tender date. Such notice shall specify the mandatory tender date and the principal amount of Bonds to be tendered. Not less than fifteen (15) days prior to the mandatory tender date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the mandatory tender to the Owner of all Bonds to be tendered, specifying the mandatory tender date and stating that Owners shall not have the right to retain their Bonds and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(iii) *Remarketing of Tendered Bonds.* The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds bearing interest at Term Rates required to be purchased on the ensuing purchase date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(iv) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(b) .

(c) Mandatory Tender Upon Variable Rate or Flexible Rate Conversion.

(i) *Mandatory Tender upon Conversions to Variable Rate Periods.* For any Bonds supported by a Liquidity Agreement, while the Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, on any Variable Rate Conversion Date pursuant to Section 3.05, the Bonds shall be subject to mandatory tender for purchase on the Variable Rate Conversion Date at

the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(ii) *Mandatory Tender upon Conversion to Flexible Rate Periods From Variable Rate Periods.* For any Bonds supported by a Liquidity Agreement, on any Flexible Rate Conversion Date pursuant to Section 3.06, the Bonds, while the Bank is obligated to purchase the Bonds pursuant to the Liquidity Agreement, are subject to mandatory tender for purchase on the applicable Conversion Date at the appropriate Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(iii) *Notice to Owners.* Any notice of a Conversion Date given to Owners pursuant to Section 3.05(a)(iii), 3.05(b)(ii), 3.05(b)(v) or 3.06(c), shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Bonds are to be tendered for purchase.

(iv) *Remarketing.* On the date any notice of a Conversion Date is given to Owners pursuant to Section 3.05(a)(iii), 3.05(b)(ii), 3.05(b)(v) or 3.06(c), the Tender Agent shall notify an Authorized Representative, the Remarketing Agent and the Bank by telephone, telegram, telecopy, facsimile transmission or other similar communication, of the principal amount of Bonds to be tendered for purchase on the Conversion Date. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 10:30 a.m., New York City time, on the Conversion Date.

(iv) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(c).

(d) Mandatory Tender upon Term Rate Conversion with No Liquidity Agreement.

(i) If the Bonds are converted to a new Term Rate Period from an existing Term Rate Period, and there then exists no Liquidity Agreement relating to the Bonds and there was no Liquidity Agreement upon the commencement of the then-expiring Term Rate Period, then the Bonds shall be subject to mandatory tender on the Term Rate Conversion Date.

(ii) In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the Issuer shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the Issuer's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order.

(iii) In the event of a failed conversion and remarketing as described in this subsection (d), the Issuer will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the Issuer directs, at a rate not exceeding the Maximum Interest Rate.

(iv) All other provisions of Section 4.02(c) shall apply to and govern Bonds described in this Subsection (d) to the extent such terms are not in conflict with those included herein

(e) Mandatory Tender Upon Fixed Rate Conversion.

(i) *Mandatory Tender Upon Conversion to Fixed Rate.* Subject to subsections 4.02(c) and 4.02(h), while the Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, any Bond to be converted to a Fixed Rate pursuant to Section 3.07 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(ii) *Notice to Owners.* Any notice of conversion given to Owners pursuant to Section 3.07(c) shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(iii) *Remarketing.* The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Bonds; provided that in no event shall the Remarketing Agent offer any such Bond for sale to any person unless the Remarketing Agent has advised such person of the fact that, after the Fixed Rate Conversion Date, the Bond will no longer be subject to tender at the option of the Owner. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(iv) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.02(e).

(f) Mandatory Tender Upon Occurrence of Specified Event.

(i) *Purchase Dates.* While the Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, the Bonds shall be subject to mandatory tender at the Purchase Price, without the right of Owners to retain their Bonds, on any date specified in a notice of mandatory tender upon the occurrence of a Specified Event. The Paying Agent/Registrar shall give notice to Owners with a copy to the Remarketing Agent of a mandatory tender pursuant to this Section within one Business Day of receipt of the notice from the Bank of the occurrence of a Specified Event. Such notice of mandatory tender shall state that the Bonds are subject to mandatory tender on the date specified therein, which date shall be a Business Day not later than the fifteenth (15th) day after which the Paying Agent/Registrar and the Tender Agent have received notice from the Bank that a Specified Event has occurred, and that Owners do not have a right to retain their Bonds.

(ii) *Purchase of Tendered Bonds.* Bonds shall be required to be delivered to the Tender Agent against payment therefor in accordance with the provisions of Section 4.01(d) of this Order.

(iii) *No Remarketing.* No remarketing of the Bonds shall occur after the receipt by the Paying Agent/Registrar of the notice of occurrence of a Specified Event pursuant to this Section 4.02(f) and prior to the tender date specified in the notice of tender delivered to the Owners pursuant to Section 4.02(f)(i). No remarketing of the Bonds shall occur after a mandatory tender pursuant to this Section 4.02(f) until such time as a Substitute Liquidity Facility is in place.

(g) Mandatory Tender Upon Expiration, Substitution or Voluntary Termination of Liquidity Agreement.

(i) *Purchase Dates.* While the Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, at all times prior to conversion to a Fixed Rate, the Bonds shall be subject to mandatory purchase at the Purchase Price, without the right of the Owners thereof to retain such Bonds:

(A) on the second Business Day prior to the Stated Expiration Date for a Liquidity Agreement, provided that no such tender and purchase shall be required if the Liquidity Agreement is renewed or extended prior to the date of notice to the Owner pursuant to subsection 4.02(g)(ii) below; or

(B) on the second Business Day prior to the assignment of the Liquidity Agreement with a new Bank by the Bank or the substitution of a new Liquidity Agreement; or

(C) on the second Business Day prior to the date the Liquidity Agreement is to terminate as a result of the voluntary action of the Issuer.

(ii) *Notice to Owners.* Not later than thirty (30) days prior to the purchase date, the Paying Agent/Registrar shall mail a written notice of the purchase to the Owners of the Bonds subject to purchase, with a copy to the Remarketing Agent which notice shall specify (i) the purchase date, (ii) the event requiring the purchase pursuant to subsection (a) above and (iii) inform the Owners that there shall be no right to retain their Bonds.

(iii) *Purchase of Tendered Bonds.* Bonds required to be delivered to the Tender Agent pursuant to this Section 4.02(g) shall be tendered in accordance with the provisions of Section 4.01(d).

(iv) *No Remarketing.* No remarketing of the Bonds shall occur after a mandatory tender pursuant to this Section 4.02(g) until such time as a Liquidity Agreement is in place.

(h) Mandatory Tender at End of Initial Rate Period.

(i) The Bonds shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. Bonds tendered pursuant to this Section 4.02(h) shall be delivered to the

Remarketing Agent against payment therefor in accordance with the provisions of Section 4.01(d). In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the Issuer shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the Issuer's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of this Order.

(ii) In the event of a failed conversion and remarketing as described in subsection (h)(i) above, the Issuer will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the Issuer directs, at a rate not exceeding the Maximum Interest Rate.

ARTICLE V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article.

Section 5.02. Optional Redemption.

(a) Weekly Rate or Flexible Rate Bonds. Bonds bearing interest at a Weekly Rate or Flexible Rate are subject to redemption at the option of the Issuer, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Term Rate Bonds. Bonds bearing interest at a Term Rate are subject to redemption at the option of the Issuer, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, on the first Business Day after the last day of any Term Rate Period. The Bonds are subject to optional redemption at the end of the Initial Rate Period.

(c) Purchased Bonds and Stepped Rate Bonds. Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the Issuer, at a redemption price equal to the principal amount thereof plus interest (including any unpaid Special Interest) accrued thereon at the Purchased Bond Rate (calculated in accordance with Section 3.04 hereof) or the Stepped Rate, as the case may be, to the redemption date, on any Business Day.

(d) Fixed Rate Bonds. Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the Issuer, in whole or in part, on the dates and at the prices determined and established by the Issuer on the Fixed Rate Conversion Date in accordance with Section 3.07 of this Order.

(e) Notice by Issuer. The Issuer shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount of the Bonds to be redeemed (i) with respect to Purchased Bonds and Bonds bearing interest at the Stepped Rate, a Flexible Rate, a Weekly Rate or a Term Rate at least fifteen (15) days prior to the redemption date; and (ii) with respect to Bonds bearing interest at a Fixed Rate at least thirty-five (35) days prior to the redemption date.

(f) Deposit of Moneys. Subject to Section 5.06(e) herein, on or prior to the date established for optional redemption of any Bonds, the Issuer shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar. Such moneys shall be invested in legally authorized investments for funds of the Issuer, having maturities which coincide with the redemption date, and bearing the highest rating of each Rating Agency then providing a rating with respect to the Bonds.

Section 5.03. Scheduled Mandatory Redemption.

(a) The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 1 (in the case of Stepped Rate interest bearing Bonds, on the first Business Day in August) in each of the years and in the amounts set forth in the Pricing Certificate (referred to as "Minimum Mandatory Redemptions").

(b) In each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate or Weekly Rate, the Issuer shall budget (in accordance with Section 2.03(a) hereof) for such fiscal year for the payment of interest on the Bonds at a rate equal to at least 5.00% per annum. The Issuer shall instruct the Paying Agent/Registrar to call and redeem Bonds on the August 1 next following the end of such fiscal year (or the Optional Redemption Date next following such August 1 if such August 1 is not also an Optional Redemption Date for Bonds in a Flexible Rate or Weekly Rate mode, as applicable) in the event and to the extent that interest paid on the Bonds during such fiscal year is less than the amount payable at a 5.00% per annum interest rate (the "Excess Interest Funds"); provided the amount of such Excess Interest Funds is equal to or greater than \$100,000. The mandatory redemption feature described in this paragraph is referred to herein as "Additional Mandatory Redemption."

(c) At least 45 days prior to each mandatory redemption date, the Issuer will notify the Paying Agent/Registrar in writing of the principal amount of Bonds to be redeemed on such mandatory redemption date, and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

(d) The principal amount of Bonds subject to Minimum Mandatory Redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to the Additional Mandatory Redemption provisions.

(e) Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot. The Issuer, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the Issuer, using funds other than remarketing proceeds or moneys drawn under the Liquidity Agreement, at a price

not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the Issuer, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Section 5.04. Special Mandatory Redemption.

Purchased Bonds shall be subject to special mandatory redemption after an Amortization Start Date. Such Purchased Bonds shall be redeemed in substantially equal installments of principal due and payable on each Amortization Payment Date together with the interest then accrued. Interest on such Purchased Bonds shall accrue at the Purchased Bond Rate and, subject to Section 3.04 hereof, shall be payable on each Interest Payment Date.

Section 5.05. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the Issuer shall direct the Paying Agent/Registrar to call Purchased Bonds first and then to call Bonds or portions thereof by lot or other random selection method for redemption.

(b) A portion of a single Bond of a denomination greater than a minimum Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/ Registrar shall treat each minimum Authorized Denomination of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.06. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first class mail or provided by other customary means to each Rating Agency and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to Purchased Bonds and Bonds bearing interest at the Stepped rate, at least one day prior to the redemption date, (ii) with respect to a Bond bearing interest at a Flexible Rate, a Weekly or a Term Rate, at least ten (10) days prior to the redemption date; (iii) with respect to a Bond bearing interest at a Fixed Rate, at least thirty (30) days prior to the redemption date.

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof, the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on the redemption date the redemption price will become due and payable upon such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date (unless sufficient monies are not available to the Paying Agent/Registrar to pay the redemption price).

(c) If at the time of the delivery of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional,

and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 5.07. Payment Upon Redemption.

(a) By each redemption date, the Issuer shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/ Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.08. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the Issuer shall fail to make provision for the payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest until due provision is made for the payment of same by the Issuer.

ARTICLE VI

PAYING AGENT/REGISTRAR; REMARKETING AGENT; TENDER AGENT; LIQUIDITY PROVIDER

Section 6.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Bonds, and the Paying Agent/Registrar Agreement in substantially the form presented herewith is hereby approved and authorized to be executed by the President or Vice President of the Board or the Pricing Officer for and on behalf of the Issuer and this Board. Such Agreement as executed shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the Issuer.

Section 6.02. Maintaining Paying Agent/Registrar; Qualifications; Termination.

(a) Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

(b) At all times while any Bonds are Outstanding, the Issuer will maintain a Paying Agent/Registrar that is qualified under Section 6.02(a) of this Order. The President or Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the Issuer and the Paying Agent/Registrar.

(c) If the Paying Agent/Registrar resigns, is terminated or otherwise ceases to serve as such, the Issuer will promptly appoint a replacement with the consent of the Bank, such consent not to be unreasonably withheld.

(d) The Issuer, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering written notice of such termination.

(e) Promptly upon each change in the entity serving as Paying Agent/Registrar, the Issuer will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(f) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 6.03. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the Issuer, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein. In no event shall the Paying Agent/Registrar request or require indemnification from the Issuer as a condition to taking any action in connection with any draw or claim under the Liquidity Agreement or any credit facility, to making any deposits, payments or transfers when required under this Order, or to delivery of any notice when required under this Order.

Section 6.04. Appointment of Initial Remarketing Agent.

The Pricing Officer shall designate the Remarketing Agent for the Bonds. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement, the execution of which is hereby approved. One or more of the Authorized Representatives are hereby authorized and directed to execute and deliver the Remarketing Agreement, in substantially the form presented herewith, with such changes as the Authorized Representative executing the same may approve. Such agreement as executed by a Authorized Representative shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the Issuer and this Board.

Section 6.05. Appointment of Initial Tender Agent.

The Issuer hereby appoints The Bank of New Your Mellon Trust Company, N.A., as initial Tender Agent for the Bonds. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement, the execution of which is

hereby approved. One or more of the Authorized Representatives are hereby authorized and directed to execute and deliver the Tender Agent Agreement, in substantially the form presented herewith, with such changes as the Authorized Representative executing the same may approve. Such agreement as executed by an Authorized Representative shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the Issuer and this Board.

Section 6.06. Maintaining Remarketing Agent, Tender Agent.

(a) The Issuer hereby agrees that while any of the Bonds bear interest at the Initial Rate, Flexible Rate or a Variable Rate, it will maintain a Remarketing Agent and Tender Agent with respect to the Bonds, qualified to act in such respective capacity. While the Bonds bear interest at the Initial Rate or a Variable Rate other than the Stepped Rate or a Term Rate with respect to which the Issuer, by order of the Board, has elected not to do so, the Issuer agrees to at all times maintain a Bank qualified to act in such capacity.

(b) No removal of the Remarketing Agent by the Issuer or removal or resignation of the Tender Agent shall become effective until a successor has been appointed and accepted such appointment, and the Bank shall have consented to such appointment, such consent not to be unreasonably withheld. A successor Tender Agent shall be a commercial bank with trust powers or a trust company and shall have stated capital of not less than \$50,000,000. The Tender Agent shall deliver any Liquidity Agreement to the successor Tender Agent.

(c) The Remarketing Agent may at any time resign and be discharged of the duties and obligations under this Order and the Remarketing Agreement by giving at least thirty (30) days' written notice to the Issuer, with a copy to the Bank; provided, however, subject to Section 6.06(d) hereof, such resignation shall not be effective until a successor Remarketing Agent is appointed and accepts such appointment.

(d) Upon delivery of notice of resignation by the Remarketing Agent as described above, the Issuer covenants to use its best efforts to engage a successor Remarketing Agent within sixty (60) days of receipt of such notice. Notwithstanding anything to the contrary in this Order, if no successor Remarketing Agent is appointed within thirty (30) days after the delivery of notice of the Remarketing Agent's resignation as described above, the Remarketing Agent may petition a court of competent jurisdiction to appoint a successor Remarketing Agent, and in the event that no successor Remarketing Agent is appointed within sixty (60) days after the delivery of notice of the Remarketing Agent's resignation as described above, the Remarketing Agent may resign by the delivery of written notice of such resignation to the Issuer and the Bank whether or not a successor Remarketing Agent has been appointed.

(e) In the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the Issuer shall not have appointed its successor as Remarketing Agent, the Tender Agent shall ipso facto be deemed to be the Remarketing Agent for the purpose of setting the default interest rate pursuant to Section 3.02 or 3.03 of this Order, as applicable, until the appointment by the Issuer of the Remarketing Agent or a successor Remarketing Agent, as the case may be. For purposes of clarification, the Tender Agent, in its capacity as Remarketing Agent, shall not be required to sell Bonds or determine the interest rates on the Bonds or to perform the duties set forth in Article III with respect to remarketing of the Bonds, except as expressly set forth in this Section 6.06(e).

(f) Promptly upon each change in the entity serving as Remarketing Agent, Tender Agent, or Bank, the Issuer will cause notice of such change to be sent to each Owner by first class mail.

ARTICLE VII

FORM OF THE BONDS; ENGAGEMENT OF BOND COUNSEL

Section 7.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and CUSIP numbers) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Issuer or by the officers executing such Bonds, as evidenced by their execution. The Pricing Certificate shall have attached to it a FORM OF BOND incorporating the respective provisions of this Order and the Pricing Certificate, including provisions relating to the Initial Rate and the Initial Rate Period. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds may be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 7.02. CUSIP Registration.

The Issuer may secure identification numbers CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.03. Legal Opinion and Engagement of Bond Counsel.

The obligation of the Initial Purchaser to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book Entry Only System used in the settlement and transfer of the Bonds. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of

an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board of Trustees, or in his absence by the Vice President, and the President of the Board of Trustees, or in his absence by the Vice President, is hereby authorized to execute such engagement letter.

ARTICLE VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT; INSURANCE

Section 8.01. Sale of Bonds; Official Statement; Insurance.

(a) The Bonds are hereby sold and delivered to the Initial Purchaser pursuant to the terms and provisions of the Bond Purchase Agreement, which the Pricing Officer is hereby authorized and directed to execute for and on behalf of the Issuer and the Board. The Bonds shall initially be registered in the name of the Initial Purchaser or its nominee. The President or Vice President and all other appropriate officials, agents and representatives of the Issuer are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

(b) The President and Secretary of the Board of Trustees of the Issuer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Initial Purchasers, in final form as may be required by the Initial Purchasers, and such final Official Statement in the form and content as approved by a Pricing Officer or as manually executed by said officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Initial Purchasers. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by a Pricing Officer, are hereby deemed to be approved in all respects by the Board, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule.

(c) A Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) Any amounts received as accrued interest from the sale of the Bonds shall be deposited to the Interest and Sinking Fund.

(e) All officers of the Issuer are authorized and directed to execute such documents, certificates and receipts as they may deem appropriate or necessary, and to do any and all things necessary or desirable, to consummate the issuance and delivery of the Bonds.

Section 8.02. Control and Delivery of Bonds.

(a) The President of the Board is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Initial Purchaser against receipt by the Issuer of all amounts due to the Issuer under the terms of sale.

ARTICLE IX

INVESTMENTS

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the Issuer, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes, such proceeds of sale may be invested in authorized investments in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), as amended, or other applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 9.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds to be expended for the capital expenditures for which the Bonds are issued, as described in Section 2.01(a), shall be credited to the fund or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking fund as received.

ARTICLE X

**PARTICULAR REPRESENTATIONS AND COVENANTS; TAX EXEMPTION OF BONDS;
PERMANENT SCHOOL FUND GUARANTEE**

Section 10.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal,

redemption premium, if any, and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 10.02. Other Representations and Covenants.

(a) The Issuer will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the Issuer will promptly pay or cause to be paid the principal, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the Issuer will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The Issuer is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer in accordance with their terms.

(c) The Issuer shall maintain the Payment Fund as an Eligible Account at all times.

Section 10.03. Covenants Regarding Tax Exemption of Interest on the Bonds.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(9) to assure that the proceeds of the Bonds will be used solely for new money.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Owners. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that the Issuer obtains an Opinion of Bond Counsel. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. This

Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations. The Issuer hereby authorizes and directs the President of the Board of Trustees, the Superintendent of Schools and the Executive Director of Administrative Services to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the projects financed with the proceeds of the Bonds (the "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an Opinion of Bond Counsel.

(e) Disposition of Project. The Issuer covenants that the property constituting the projects financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an Opinion of Bond Counsel.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150 2 of the Treasury Regulations.

Section 10.04. Permanent School Fund Guarantee.

If the Permanent School Fund guarantee is obtained for the Bonds, the Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund. A statement relating to the Guarantee may be printed on or attached to the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement, or obligation of the Issuer, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the Issuer.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. Remedies Not Exclusive.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DEFEASANCE OF BONDS

Section 12.01. Defeasance.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section and subject to subsection (f) of this Section, when payment of the principal

of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities or obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

(f) Prior to any defeasance of Bonds bearing interest at the Initial Rate, a Variable Rate or a Flexible Rate, the Issuer shall receive confirmation from a Rating Agency providing a rating on the Bonds that the defeasance will not result in a reduction or withdrawal of the rating on the Bonds.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions.

As used in this Article, the following terms have the meanings ascribed to such terms below:

- (a) "MSRB" means the Municipal Securities Rulemaking Board.
- (b) "Rule" means SEC Rule 15c2-12, as amended from time to time.
- (c) "SEC" means the United States Securities and Exchange Commission.

Section 13.02. Annual Reports.

(a) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Order, being the information described in the Pricing Certificate. Any financial information so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such information and the audit is completed within the period during which they must be provided. If the audit of such financial information is not completed within such period, then the Issuer shall provide unaudited financial information within such period, and audited financial information for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(b) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

Section 13.03. Event Notices.

(a) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Bondholders;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(b) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(c) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Section 14.02 by the time required by such Section.

Section 13.04. Limitations, Disclaimers, and Amendments.

(a) The Issuer shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the Issuer in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(e) The provisions of this Article may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.02 an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE XIV

AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 14.01. Amendment Without Consent of Owners.

Without notice to or the consent of any Owner, the Issuer may, at any time, amend this Order to cure any ambiguity or cure, correct or supplement any defective or inconsistent provision contained in this Order or make any other change that does not in the opinion of bond counsel for the Issuer, in any respect, materially and adversely affect the interests of the Owners. Without limiting the foregoing, the Issuer may amend or supplement this Order without notice to or the consent of any Owner; provided, however, that any amendment or supplement shall not take effect until, so long as the Liquidity Agreement is in effect, the Bank shall have consented in writing to such change, if such consent is required under any Liquidity Agreement:

(a) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(b) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(c) to increase or decrease the number of days specified for the giving of notices in Article III and to make corresponding changes to the period for notice of redemption of the Bonds provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Variable Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of the Bonds;

(d) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry System for the Bonds;

(e) to make any change to this Order when (i) all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent consents to such amendment or supplement;

(f) to provide for the benefit of all of the Bonds a Liquidity Agreement or a replacement Liquidity Agreement, which may change the provisions for payment, remedies and other matters in a way which affects the Owners of Bonds;

(g) effective upon any Conversion Date to a new Rate Period to make any amendment affecting only the Bonds being converted; or

(h) increase the Maximum Interest Rate.

Section 14.02. Amendment With Consent of Owners.

(a) If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by the preceding Section, the Issuer may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding. However, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby and while a Liquidity Agreement is in effect, the consent of the Bank if such consent is required by the Liquidity Agreement, of or supplement to the terms and conditions in this Order, so as to:

(i) change the sinking fund requirements, if any, interest payment dates, rights to tender or the maturity or maturities of the Outstanding Bonds;

(ii) reduce the rate of interest borne by any of the Outstanding Bonds;

(iii) reduce the amount of the principal or purchase price of or premium, if any, payable on the Outstanding Bonds;

(iv) modify the terms of payment of principal or purchase price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;

(v) affect the rights of the Owners of fewer than all of the Outstanding Bonds; or

(vi) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

(b) In addition, if moneys or investments have been deposited or set aside with the Paying Agent/Registrar pursuant to Article XII for the payment of Bonds and those Bonds shall not have in fact been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the Owner of each of those Bonds affected.

(c) Any consent received pursuant to this Section will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 14.03. Notation on or Exchange of Bonds.

If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the Issuer determine, the Issuer in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 14.04. Notice to Owners.

Upon receipt of notice of an amendment or change to the Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be sent (by first class mail or by other customary means) to the Owners. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Further Procedures.

An Authorized Representative is hereby authorized and directed to furnish and execute such documents and certifications relating to the Issuer and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, and to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits, as may be necessary or convenient to carry out or assist in carrying out the intent and purposes of this Order, the Preliminary Official Statement, the final Official Statement or as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the

Initial Purchaser and, together with the Issuer's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Bond to the Initial Purchaser and the initial exchange thereof for definitive Bonds.

Section 15.02. Notices.

(a) Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the Issuer, the Tender Agent, the Bank, the Remarketing Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties.

(i) *Issuer.* Denton Independent School District: 1307 North Locust Denton, Texas 76201 Attn: Superintendent, with a copy to the Issuer's Financial Advisor and the Issuer's Bond Counsel at the addresses specified in this Section.

(ii) *Paying Agent/Registrar.* As set forth in the Paying Agent/Registrar Agreement.

(iii) *Tender Agent.* As set forth in the Tender Agent Agreement.

(iv) *Remarketing Agent.* As set forth in the Remarketing Agreement.

(v) *Bond Counsel.* McCall, Parkhurst & Horton, L.L.P., 717 North Harwood, Suite 900, Dallas, Texas, 75201, Attn: Leroy Grawunder and Jeff Gulbas.

(vi) *Financial Advisor.* BOSCO, Inc., 333 West Campbell, Suite 300, Richardson, Texas 75080, Attn: Bill Gumbert and Josh McLaughlin

(b) Notice of Immediate Termination of the Liquidity Agreement. The Paying Agent/Registrar shall, within one (1) Business Day of receipt of written notice from the Bank of the occurrence of an Event of Termination pursuant to a Liquidity Agreement, give notice to each Rating Agency then rating the Bonds and each Owner of such Event of Termination which notice shall state that Owners shall no longer have the right to tender their Bonds for purchase, and any Bonds that are not Purchased Bonds shall thereafter remain in the Rate Period in which they were held immediately prior to such Event of Termination, unless converted to a new interest rate mode in accordance with the terms of this Order.

Section 15.03. Notice to Rating Agencies.

At any time during which the Bonds are rated by a Rating Agency, the Paying Agent/Registrar shall notify each such Rating Agency promptly of (i) any change in the Bank, Paying Agent/Registrar, Tender Agent, or Remarketing Agent, (ii) the expiration, termination, extension or any other change to this Order, the Liquidity Agreement or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a new interest rate mode. Any such notice shall be sent by e-mail and by first class mail, postage prepaid, to: Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, Attention: Municipal Structured Finance, pubfin_structured@sandp.com.

Section 15.04. Termination of Rights of Bank.

Notwithstanding any provision of this Order to the contrary, no consent of the Bank shall be required under any provision of this Order nor shall the Bank have any right to consent to, direct or control any actions, restrictions, rights or waivers pursuant to any provision of this Order during any time which (a) the Bank has wrongfully failed to honor a properly presented request for purchase of Bonds made under and in compliance with the terms of the Liquidity Agreement which failure has not been cured, or (b) the Liquidity Agreement is not in effect.

Section 15.05. Severability.

If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 15.06. Effective Date.

This Order shall be in full force and effect from and upon its adoption.

EXHIBIT A

FORM OF BOND

NO. [T-][R-]	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT \$ _____
	DENTON INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BOND SERIES 2014-B	

INITIAL INTEREST RATE	ISSUANCE DATE	MATURITY DATE	CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, DENTON INDEPENDENT SCHOOL DISTRICT, in Denton County, Texas (the "Issuer"), being a political subdivision of the State of Texas, for value received, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, or so much thereof as may be outstanding from time to time, and to pay interest thereon from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or the payment thereof duly provided, such interest to be paid on each Interest Payment Date noted below. The Initial Rate is _____% per annum.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the order adopted by the Board of Trustees and the Pricing Certificate executed by the Pricing Officer, both pursuant to which the Bonds are issued (together, the "Order")

Interest on this Bond is payable to the registered owner hereof (i) with respect to the period during which interest accrues at a Flexible Rate or Weekly Rate by federal funds wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, otherwise by first class mail by check dated the Interest Payment Date, and (ii) with respect to any period during which interest accrues at the Initial Rate, a Term Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the designated office of The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the "Record Date," which shall be the close of business on the Business Day immediately preceding the Interest Payment Date, except that, while this Bond bears interest at a Fixed Rate, the Record Date shall be the close of business on the fifteenth day of the month immediately preceding such Interest Payment Date.

As used herein, "Interest Payment Date" shall mean: (a) with respect to Bonds bearing interest at the Initial Rate, February 1, _____ and each August 1 and February 1 thereafter; (b) with respect to Bonds bearing interest at a Weekly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date; (c) with respect to Bonds bearing interest at a Term Rate, each February 1 and August 1, beginning on the first such date occurring after the Term Rate Conversion Date, (d) with respect to Bonds bearing interest at a Fixed Rate, each February 1 and August 1, beginning on the first such date occurring after the Fixed Rate Conversion Date; (e) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each Flexible Rate Period applicable thereto; (f) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, the first Business Day after the last day of the Flexible Rate Period and each August 1 and February 1 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date; (g) with respect to the Purchased Bonds, the respective dates set forth in a Liquidity Agreement, and (h) each mandatory tender date pursuant to Section 4.02 of the Order.

Any payments required to be made hereunder on any day which is not a Business Day (as defined below) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim. A "Business Day" shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in New York, New York, Dallas, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed.

This Bond is one of a series of fully registered bonds specified in the title hereof dated _____, 2014, and issued in the aggregate principal amount of \$_____,000,000 pursuant to the Order for the purpose of (i) constructing, renovating, and equipping school facilities in the Issuer, including the purchase of necessary sites for school facilities and the purchase of school buses, (ii) paying capitalized interest on the Bonds, and (iii) paying costs of issuance related to the Bonds.

As provided in the Order, this Bond may be exchanged for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange, as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any

portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. Following the Fixed Rate Conversion Date, the Paying Agent/Registrar shall not be required to make any such transfer or exchange with Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer. Reference is hereby made to the Order, a copy of which is on file in the office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar Agent by due execution of the Authentication Certificate provided herein.

The Issuer has not entered into a Liquidity Agreement for the Bonds during the Initial Rate Period.

INTEREST PROVISIONS

This Bond bears interest at the Initial Rate, a Weekly Rate or Term Rate (each a "Variable Rate"), a Flexible Rate or a Fixed Rate.

The Bonds shall bear interest at the Initial Rate for the Initial Rate Period commencing on the Issuance Date and ending on July 31, _____. The Bonds shall be subject to mandatory tender, without right of retention by the owners thereof, on August 1, _____ and shall be tendered to the Remarketing Agent against payment therefor. Thereafter, the Bonds shall bear interest at the Term Rate with a Term Rate Period of one year duration unless a different Rate Period is specified pursuant to written direction of an Authorized Representative. At any time, the Rate Period applicable to the Bonds may be converted to or from a different Variable Rate Period, or to or from Flexible Rate Periods, or to the Fixed Rate Period, pursuant to the Order.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Order and, with respect to Flexible Rate Periods, Weekly Rate Periods and Term Rate Periods, pursuant to the terms of the Remarketing Agreement between the Issuer and the initial Remarketing Agent named in the Pricing Certificate, or any successor thereto (the "Remarketing Agent").

Interest on Bonds bearing interest at a Flexible Rate or Weekly Rate shall be computed on the basis of a 365-day or 366-day year of actual days elapsed; interest on Bonds bearing interest at the Initial Rate, a Term Rate or a Fixed Rate shall be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds may bear interest from time to time at Flexible Rates or at a Weekly Rate or Term Rate established in accordance with the Order. The Bonds may be converted in whole or in part to bear interest at a Fixed Rate or Rates from the conversion date until maturity in accordance with the Order. The Bonds may bear interest as follows:

Flexible Rate. While the Bonds bear interest at Flexible Rates, the interest rate for each particular Bond will remain in effect for the duration (not exceeding 270 days) of the Flexible Rate Period. While the Bonds are in the Flexible Rate Mode, Bonds may have successive Flexible Rate Periods of any duration up to 270 days each and any Bond may bear interest at a rate and for a period different from any other Bond.

Weekly Rate. While the Bonds bear interest at a Weekly Rate, the rate of interest on the Bonds will be determined on the Business Day prior to the first day of the Weekly Rate Period to which it relates. Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that (A) in the case of a conversion to a Weekly Rate Period from a different Rate Period, the initial Weekly Rate Period shall commence on the Conversion Date from such other Rate Period and end on Wednesday of the following week, and (B) in the case of a conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to conversion shall end on the last day immediately preceding the Conversion Date.

Term Rate. While the Bonds bear interest at a Term Rate, the interest rate determined will remain in effect for a term of at least one year duration selected in accordance with the Order.

Fixed Rate Mode. At the option of the Issuer, the Bonds bearing interest at a Variable Rate may be converted in whole or in part to bear interest at a Fixed Rate or Rates to the Maturity Date.

An interest rate mode will remain in effect until changed. During each Variable Rate Period, and unless otherwise established by the Issuer, the rate of interest on the Bonds shall be that rate which, in the determination of the Remarketing Agent, if borne by the Bonds on the date of such determination under prevailing market conditions, would result in the market value of the Bonds being equal to 100% of the principal amount thereof, plus accrued interest. While this Bond bears interest at a Flexible Rate, and unless otherwise established by the Issuer, each Flexible Rate and Flexible Rate Period shall be determined by the Remarketing Agent in accordance with the terms of the Order. If the Remarketing Agent is unable, or fails, to determine the Variable Rate or the Flexible Rates, the Variable Rate or the Flexible Rates shall be determined pursuant to the terms of the Order. The provisions of this Bond, including, but not limited to this paragraph, are limited in all respects to those provisions of the Order which limit the interest rate on the Bonds to the Maximum Interest Rate.

Bonds bearing interest at the Initial Rate or a Variable Rate are issued in denominations \$5,000 and integral multiples thereof, Bonds bearing interest at a Flexible Rate are issued in denominations of

\$100,000 and integral multiples of \$5,000 in excess thereof, and Bonds bearing interest at a Fixed Rate are issued in denominations \$5,000 and integral multiples thereof.

WRITTEN NOTICE OF RATE MODE CHANGE

While the Bonds bear interest at a Variable Rate or Flexible Rate, the Paying Agent/Registrar shall give notice to the registered owners of the conversion from one interest rate mode to another at the times described in the Order. ANY REGISTERED OWNER OF BONDS WHO MAY BE UNABLE TO TAKE TIMELY ACTION ON ANY NOTICE SHOULD CONSIDER WHETHER TO MAKE ARRANGEMENTS FOR ANOTHER PERSON TO ACT IN HIS OR HER STEAD.

OPTIONAL TENDERS

While this Bond bears interests at the Weekly Rate, and if a Bank is obligated to purchase the Bonds pursuant to a Liquidity Agreement, the registered owner hereof has the right to tender this Bond to the Tender Agent for purchase at the principal amount hereof plus accrued interest on any Thursday at the Purchase Price payable in immediately available funds, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day not less than seven (7) calendar days prior to the purchase date stated in such notice.

Bonds bearing interest at (1) the Initial Rate, (2) a Term Rate when the Bonds are not benefitted by a Liquidity Facility, or (3) a Stepped Rate, are not subject to optional tender.

AFTER THE BONDS HAVE BEEN CONVERTED TO BEAR INTEREST AT A FIXED RATE THEY SHALL NOT BE SUBJECT TO TENDER FOR PURCHASE.

MANDATORY TENDER

While this Bond bears interest at a Variable Rate or at a Flexible Rate, and except as hereafter described when no Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, this Bond is subject to mandatory tender for purchase by the Tender Agent at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase on the effective date of a change from one interest rate mode to a different interest rate mode and on the Business Day following each Term Rate Period.

The Bonds shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price.

While any Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement and this Bond bears interest at a Flexible Rate, this Bond shall be subject to mandatory tender for purchase on each Interest Payment Date applicable to this Bond at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase.

Additionally, while this Bond bears interest at a Variable Rate or a Flexible Rate, and so long as a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, this Bond is subject to mandatory tender for purchase by the Tender Agent, without the right of Owners to retain Bonds, at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase, on each Conversion Date, (ii) on the Fixed Rate Conversion Date; (iii) upon the occurrence of certain

events of default that may be specified under a Liquidity Agreement; (iv) on the second Business Day prior to the assignment of a Liquidity Agreement by the Bank or the substitution of a new Liquidity Agreement; and (v) on the second Business Day prior to the date on which a Liquidity Agreement expires by its terms or is to terminate as a result of voluntary action of the Issuer.

The Bonds, other than Bonds bearing interest at the Initial Rate during the Initial Rate Period, Bonds bearing interest at a Term Rate during a Term Rate Period, Bonds bearing interest at a Stepped Rate during a Stepped Rate Period, and Purchased Bonds, prior to the Fixed Rate Conversion Date, are subject to mandatory tender at the option of the Issuer on any Interest Payment Date, without the right of retention by the Owner.

FAILED REMARKETING

Failed Remarketing at Expiration of Initial Rate Period. In the event that this Bond not converted and remarketed to new purchasers on the scheduled date of mandatory tender upon the expiration of the Initial Rate Period, the Issuer shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the Issuer's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the Issuer will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the Issuer directs, at a rate not exceeding the Highest Lawful Rate.

Failed Remarketing on Term Rate Conversions. If the conversion of this Bond relates to a conversion to a new Term Rate Period from an existing Term Rate Period, and there then exists no Liquidity Agreement relating to the Bonds (and there was no Liquidity Agreement upon the commencement of the then-expiring Term Rate Period), and the Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the Issuer shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the Issuer's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the Issuer will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the Issuer directs, at a rate not exceeding the Highest Lawful Rate.

UNDELIVERED BONDS

Bonds which are required to be tendered by the Owners thereof for purchase by the Tender Agent but which are not in fact delivered for purchase on the date and at the time required and for which there has been deposited an amount sufficient to pay the Purchase Price thereof, shall cease to accrue interest on the tender date, and the Owner thereof shall not be entitled to any payment other than the Purchase Price for such Bond. Such Bond shall no longer be outstanding and entitled to the benefits of the Order, except for the payment of the Purchase Price from money held by the Tender Agent for such payment. On the tender date, the Paying Agent/Registrar shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds.

REDEMPTION PROVISIONS

Optional Redemption. Bonds bearing interest at a Weekly Rate or Flexible Rate are subject to redemption at the option of the Issuer, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

Bonds bearing interest at a Term Rate are subject to redemption at the option of the Issuer, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, on the first Business Day after the last day of any Term Rate Period.

Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the Issuer, at a redemption price equal to the principal amount thereof plus interest (including any unpaid Special Interest) accrued thereon at the Purchased Bond Rate or the Stepped Rate, as the case may be, to the redemption date, on any Business Day.

Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the Issuer, in whole or in part, on the dates and at the prices determined and established by the Issuer on the Fixed Rate Conversion Date.

Scheduled Mandatory Redemption. The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 1 (in the case of Stepped Rate interest bearing Bonds, on the first Business Day in August) in each of the years and in the amounts set forth below (referred to as "Minimum Mandatory Redemptions"):

<u>Year</u>	<u>Principal Amount</u>
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In addition, in each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate or Weekly Rate, the Issuer shall budget (in accordance with Section 2.03(a) of the Order) for such fiscal year for the payment of interest on the Bonds at a rate equal to at least 5.00% per annum. The Issuer shall instruct the Paying Agent/Registrar to call and redeem Bonds on the August 1 next following the end of such fiscal year (or the Optional Redemption Date next following such August 1 if such August 1 is not also an Optional Redemption Date for Bonds in a Flexible Rate or Weekly Rate mode, as applicable) in the event and to the extent that the interest actually paid on the Bonds during such fiscal year is less than the amount payable at a 5.00% per annum interest rate (the "Excess Interest

Funds"); provided the amount of such Excess Interest Funds is equal to or greater than \$100,000. The mandatory redemption feature described in this paragraph is referred to herein as "Additional Mandatory Redemption."

At least 45 days prior to each mandatory redemption date the Bonds are to be mandatorily redeemed, the Issuer will notify the Paying Agent/Registrar in writing of the principal amount of Bonds to be mandatorily redeemed on such mandatory redemption date and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

The principal amount of Bonds subject to Minimum Mandatory Redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to the Additional Mandatory Redemption provisions.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot. The Issuer, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the Issuer, using funds other than remarketing proceeds or moneys drawn under the Liquidity Agreement, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the Issuer, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of Redemption. Notice of optional and scheduled mandatory redemption shall be given by first class mail, postage prepaid or by other customary means, (i) with respect to Bonds bearing interest at a Weekly Rate, Term Rate or Flexible Rate, at least ten (10) days prior to the redemption date; and with respect to Bonds bearing interest at a Fixed Rate, at least thirty (30) days before the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue (unless sufficient monies are not available to the Paying Agent/Registrar to pay the redemption price).

If at the time of the delivery of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption as provided in any Liquidity Agreement that may be entered into subsequent to the Issuance Date.

PROVISIONS RELATING TO PURCHASED BONDS

Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the provisions of the applicable Liquidity Agreement. Interest on Purchased Bonds shall accrue and shall be payable as provided in a Liquidity Agreement.

DELIVERY OF NOTICES AND BONDS

Any Bonds required to be delivered to the Tender Agent for purchase, and any notices required to be delivered to the Tender Agent hereunder shall be delivered to: The Bank of New York Mellon Trust Company, N.A., 2001 Bryan Street, 11th Floor, Dallas, Texas 75201.

Bonds required to be tendered for purchase shall be delivered to the Tender Agent prior to 5:00 p.m. on the Business Day next preceding the date of purchase (12:00 noon, New York City time, on the purchase date for Bonds held in book-entry-only system).

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without limit as to rate or amount.

THE DISTRICT ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Trustees

President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration

Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

The Bank of New York Mellon Trust Company, N.A.,
Dallas, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

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

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Denton Independent School District, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)