

RESOLUTION NO. 14 - _____

BE IT RESOLVED by the City Council (the "Council") of the **CITY OF HUNTSVILLE** (the "City"), as follows:

Section 1. Findings. The Council has ascertained and does hereby find and declare as follows:

(a) the City has heretofore issued its (i) \$75,485,000 initial principal amount General Obligation Refunding Warrants, Series 2005-A, dated February 1, 2005 (the "2005-A Warrants"), (ii) \$68,070,000 initial principal amount General Obligation Capital Improvement Warrants, Series 2005-C, dated October 1, 2005 (the "2005-C Warrants"), (iii) \$49,090,000 initial principal amount General Obligation Warrants, Series 2007-A, dated May 1, 2007 (the "2007-A Warrants"), (iv) \$79,970,000 initial principal amount General Obligation Capital Improvement and Refunding Warrants, Series 2009-A, dated March 4, 2009 (the "2009-A Warrants"), and (v) \$71,745,000 initial principal amount General Obligation School Capital Improvement and Refunding Warrants, Series 2009-B, dated March 4, 2009 (the "2009-B Warrants"); and

(b) the City has heretofore entered into that certain Lease Agreement dated September 18, 2007 (the "2007 PBA Lease"), with The Public Education Building Authority of the City of Huntsville (the "PBA"), under which the City makes certain payments that are pledged to and used for the payment of debt service on the \$86,415,000 initial principal amount Municipal Justice and Public Safety Center Lease Revenue Capital Improvement and Refunding Bonds, Series 2007 (the "2007 PBA Bonds") issued by the PBA; and

(c) it is necessary, desirable and in the public interest that the City (i) refund and retire those of the 2005-A Warrants maturing [_____] (the "Refunded 2005-A Warrants"), (ii) refund and retire those of the 2005-C Warrants maturing [_____] (the "Refunded 2005-C Warrants"), (iii) refund and retire those of the 2007-A Warrants maturing [_____] (the "Refunded 2007-A Warrants"), (iv) refund and retire those of the 2009-A Warrants maturing [_____] (the "Refunded 2009-A Warrants"), (v) refund and retire those of the 2009-B Warrants maturing [_____] (the "Refunded 2009-B Warrants"), and (vi) prepay and retire certain of the City's base rent obligations under the 2007 PBA Lease (such prepaid amount, the "Refunded 2007 PBA Lease Obligations" and, together with the Refunded 2005-A Warrants, the Refunded 2005-C Warrants, the Refunded 2007-A

Warrants, the Refunded 2009-A Warrants and the Refunded 2009-B Warrants, the "Refunded Obligations"); and

(d) It is necessary, desirable and in the public interest that public roadway and related infrastructure improvements, along with various other public capital improvements (collectively, the "Improvements"), be made within the City; and

(e) in order to provide the funds necessary to redeem and retire the Refunded 2005-A Warrants, the Refunded 2005-C Warrants, the Refunded 2007-A Warrants, and the Refunded 2009-A Warrants and to pay the costs of issuing the Series 2014-A Warrants herein described, the City will be issuing its \$_____ General Obligation Refunding Warrants, Series 2014-A (the "Series 2014-A Warrants"); and

(f) in order to provide the funds necessary to pay the Refunded 2007 PBA Lease Obligations, pay a portion of the costs of the Improvements, and pay the costs of issuing the Series 2014-B Warrants herein described, the City will be issuing its \$_____ General Obligation Lease Refunding and Capital Improvement Warrants, Series 2014-B (the "Series 2014-B Warrants"); and

(g) in order to provide the funds necessary to redeem and retire the Refunded 2009-B Warrants, pay a portion of the costs of the Improvements, and pay the costs of issuing the Series 2014-C Warrants herein described, the City will be issuing its \$_____ General Obligation School Refunding and Capital Improvement Warrants, Series 2014-C (the "Series 2014-C Warrants"); and

(h) the Council has determined it to be necessary, wise and in the public interest to authorize the Mayor of the City to execute and deliver a Purchase Contract dated _____, 2014, a copy of which is attached as Exhibit A hereto (the "Purchase Contract"), with Raymond James & Associates, Inc., Morgan Stanley & Co. LLC, Joe Jolly & Co., Inc., and Securities Capital Corporation (collectively, the "Underwriters") respecting the sale and delivery of the Series 2014-A Warrants, the Series 2014-B Warrants and the Series 2014-C Warrants to the Underwriters.

Section 2. Approval of Purchase Contract; Authorization and Ratification of Execution of Purchase Contract. The Council does hereby approve the Purchase Contract and, further, does hereby authorize and ratify the execution and delivery of the Purchase Contract by the Mayor of the City.

ADOPTED this the 14th day of August, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2014.

Mayor of the City of Huntsville, Alabama

**EXHIBIT A
PURCHASE CONTRACT**

with respect to

CITY OF HUNTSVILLE, ALABAMA

\$ _____
General Obligation Refunding Warrants
Series 2014-A

\$ _____
General Obligation Lease Refunding and Capital Improvement Warrants
Series 2014-B

\$ _____
General Obligation School Refunding and Capital Improvement Warrants
Series 2014-C

[August 14, 2014]

City of Huntsville
Huntsville, Alabama

Ladies and Gentlemen:

On the basis of the representations, warranties, and covenants contained in this Purchase Contract, and upon the terms and conditions contained herein, the undersigned, Raymond James & Associates, Inc. (the "Representative" or "Raymond James"), acting on behalf of itself and as representative of Morgan Stanley & Co. LLC, Joe Jolly & Co., Inc., and Securities Capital Corporation (the Representative and the foregoing underwriters being collectively referred to herein as the "Underwriters"), hereby offer to enter into this Purchase Contract with the City of Huntsville, Alabama (the "City") for the purchase by the Underwriters and the sale by the City of the Warrants referred to and defined in Section 1 hereof. This offer is made subject to acceptance by the City of this Purchase Contract, which acceptance shall be evidenced by the execution of this Purchase Contract by a duly authorized official of the City on the date hereof. Upon such acceptance and execution, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriters.

1. (a) Upon the terms and conditions and in reliance upon the representations, warranties and covenants hereinafter set forth, the Underwriters hereby agree to

purchase from the City, and the City hereby agrees to sell to the Underwriters, all (but not less than all) of the City's \$_____ General Obligation Refunding Warrants, Series 2014-A (the "Series 2014-A Warrants"), \$_____ General Obligation Lease Refunding and Capital Improvement Warrants, Series 2014-B (the "Series 2014-B Warrants") and \$_____ General Obligation School Refunding and Capital Improvement Warrants, Series 2014-C (the "Series 2014-C Warrants" and, together with the Series 2014-A Warrants and the Series 2014-B Warrants, the "Warrants").

(b) The Series 2014-A Warrants shall be dated their date of initial delivery and shall mature on the dates and bear interest from their date at the rate or rates per annum as shown on Exhibit A attached hereto, the Series 2014-B Warrants shall be dated their date of initial delivery and shall mature on the dates and bear interest from their date at the rate or rates per annum as shown on Exhibit B attached hereto, and the Series 2014-C Warrants shall be dated their date of initial delivery and shall mature on the dates and bear interest from their date at the rate or rates per annum as shown on Exhibit C attached hereto.

(c) The purchase price for the Series 2014-A Warrants shall be [\$_____] (representing the principal amount of the Series 2014-A Warrants, less an underwriters' discount of \$_____, [plus/less] [net] original issue [premium/discount] of \$_____).

(d) The purchase price for the Series 2014-B Warrants shall be [\$_____] (representing the principal amount of the Series 2014-B Warrants, less an underwriters' discount of \$_____, [plus/less] [net] original issue [premium/discount] of \$_____).

(e) The purchase price for the Series 2014-C Warrants shall be [\$_____] (representing the principal amount of the Series 2014-C Warrants, less an underwriters' discount of \$_____, [plus/less] [net] original issue [premium/discount] of \$_____).

2. The Warrants shall be as described in the Preliminary Official Statement and Official Statement hereinafter referred to. The Warrants shall be issued under and pursuant to an ordinance adopted by the City Council of the City (the "Authorizing Ordinance"). The proceeds to be received by the City from the sale of the Warrants shall be applied by the City as described in the Authorizing Ordinance and the Official Statement hereinafter referred to.

3. The Underwriters intend to make a public offering of all of the Warrants at not in excess of the offering price or prices (or yields) set forth on the inside of the cover page of the Official Statement hereinafter referred to. The Underwriters, however, reserve the right to change such offering price or prices (or yields) as the Underwriters shall deem necessary in connection with the marketing of the Warrants. The Underwriters may offer and sell Warrants to certain dealers (including dealers depositing the Warrants into investment trusts) and others at prices (or yields) lower than the public offering prices (or yields) stated on the inside of the cover page of the Official Statement. The Underwriters also reserve the right (i) to over-allot or effect transactions which stabilize or maintain the market price of the Warrants at levels above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

4. The City has caused to be prepared and circulated by the Underwriters a Preliminary Official Statement dated August 4, 2014, with respect to the Warrants (such Preliminary Official Statement, including the cover page, the inside of the cover page and all appendices, exhibits, reports and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the City for use with respect to the Warrants being herein called the "Preliminary Official Statement"). The City has deemed the Preliminary Official Statement final as of its date, except for certain omissions in connection with the pricing of the Warrants. Such Preliminary Official Statement with only such changes therein as shall have been accepted by the Underwriters, and including the cover page, the inside of the cover page and all appendices attached thereto, together with such amendments and supplements thereto as are adopted by the City in accordance herewith subsequent to the date hereof is called the "Official Statement." The City shall provide, or cause to be provided, at its expense, to the Underwriters at the time of the City's acceptance of this Purchase Contract or as soon as practicable thereafter (but, in any event, not later than seven business days after the City's acceptance of this Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement, complete as of its date of delivery to the Underwriters and in form reasonably satisfactory to the Underwriters, in sufficient quantity to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The City authorizes the use of the Official Statement in connection with the public offering and sale of the Warrants. The City also ratifies and approves the distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement.

5. The City represents, warrants to and covenants with the Underwriters as follows:

(a) The City has full legal capacity, right, power and authority and is authorized under the laws of the State of Alabama (i) to issue the Warrants for the purposes described in the Official Statement, (ii) to execute and deliver this Purchase Contract, the Warrants, and the Official Statement and (iii) to carry out and consummate all of the transactions contemplated by each of the aforesaid documents.

(b) The information relating to the City contained in the Preliminary Official Statement was and the Official Statement is, and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(c) The financial information with respect to the City included in the Preliminary Official Statement presents fairly the receipts, expenditures and fund and account balances of the funds and accounts presented as of the dates and for the periods indicated and such financial information has been prepared in conformity with generally accepted accounting principles applicable to governments as described therein and subject to such exceptions as are therein noted.

(d) The City has taken, or at the time of the Closing will have taken, all actions required to be taken by it to authorize and approve (i) the issuance and sale of the Warrants upon the

terms set forth herein and in the Official Statement; (ii) the execution, delivery, receipt and due performance of this Purchase Contract, and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iii) the effectuation and consummation of the transactions contemplated hereby and by the Official Statement.

(e) This Purchase Contract shall constitute the valid and legally binding obligation of the City enforceable in accordance with its terms (subject to the discretion of a court or other tribunal as to the availability or exercise of equitable remedies or equitable defenses and subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect). The Warrants, when issued, delivered and paid for as herein provided, will have been duly authorized, executed, authenticated, issued and delivered in accordance with the provisions of the Authorizing Ordinance and will constitute valid and legally binding direct general obligations of the City, enforceable in accordance with their terms to which, as will be stated thereon, the full faith and credit of the City are pledged.

(f) The adoption by the City Council of the City of the Authorizing Ordinance and the execution and delivery by the City of the Official Statement, this Purchase Contract, the Warrants and the other documents contemplated hereby and by the Authorizing Ordinance, and the compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation of, breach of or default under (i) any constitutional provision or statute, or any indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which the City is bound, or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or property. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required on the part of the City for the consummation of the transactions contemplated hereby and by the Official Statement have been obtained and remain in full force and effect. No election or referendum of voters is required in connection with the actions of the City as described in this Purchase Contract.

(g) The City will apply the proceeds from the sale of the Warrants as specified in the Official Statement and the Authorizing Ordinance.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or to the knowledge of the City, any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the existence or powers of the City, (ii) the financial condition or revenues of the City, (iii) the transactions contemplated hereby or by the Official Statement, (iv) the validity or enforceability of the Warrants, this Purchase Contract, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or (v) the exemption of the interest on the Warrants from gross income for federal income tax purposes and from Alabama income taxation.

(i) The City will cooperate with the Underwriters in any endeavor to qualify or register the Warrants for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriters may request.

(j) Neither the City nor anyone acting on its behalf has, directly or indirectly, offered the Warrants or any similar securities of the City for the sale to, or solicited any offer to buy the same from, anyone other than the Underwriters nor will the City, or any such person, prior to the Closing, offer or sell any material amount of indebtedness of the City, other than the Warrants.

(k) Any certificate signed by an authorized officer of the City delivered to the Underwriters shall be deemed a representation and warranty by the City to such parties as to the statements made therein.

(l) The City acknowledges and agrees that (i) the purchase and sale of the Warrants pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are, and have been, acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the City on other matters) and the Underwriters have no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriters have financial and other interests that differ from those of the City; and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

6. At 10:00 a.m., Central Time, on [_____, 2014], or at such other time or on such other date as shall have been mutually agreed upon by the City and the Underwriters (the "Closing"), the City will deliver, or cause to be delivered, to the Underwriters the Warrants, in definitive form, duly executed, together with the other documents herein required; and the Underwriters will accept such delivery and pay the purchase price of the Warrants in immediately available funds. If at the Closing the City fails to deliver the Warrants to the Underwriters as provided herein, or if at the Closing any of the conditions specified in Section 7 hereof shall not have been fulfilled to the satisfaction of the Underwriters, the Underwriters may elect to be relieved of any further obligations under this Purchase Contract without thereby waiving any other rights the Underwriters may have by reason of such failure or nonfulfillment. Payment and delivery of the Warrants as aforesaid shall be made via wire transfer to Regions Bank, Birmingham, Alabama, as paying agent respecting the Warrants, or by such other method as shall have been mutually agreed upon by the City and the Underwriters.

7. The obligations of the Underwriters hereunder shall be subject (A) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing, (B) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (C) to the following conditions, including the delivery by the City

of such documents as are contemplated hereby in form and substance satisfactory to Bradley Arant Boult Cummings LLP, Birmingham, Alabama, Bond Counsel to the City ("Bond Counsel"):

(a) At the time of the Closing (i) the Official Statement and the Authorizing Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriters, provided that if any such amendments, modifications or supplements shall not be acceptable to the Underwriters, the Underwriters shall have the right to cancel their obligations to purchase the Warrants hereunder, and (ii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing, the Underwriters shall receive the following documents:

(i) The unqualified, approving opinions of Bond Counsel, dated the date of the Closing, substantially in the forms attached to the Preliminary Official Statement.

(ii) Copies of the Official Statement of the City executed on behalf of the City by the Mayor.

(iii) A certified copy of the Authorizing Ordinance.

(iv) A specimen Series 2014-A Warrant, a specimen Series 2014-B Warrant, and a specimen Series 2014-C Warrant.

(v) Evidence that Standard & Poor's has issued an underlying rating of "AAA" for the Warrants and that Moody's Investors Service, Inc. has issued an underlying rating of "Aaa" for the Warrants.

(vi) A certificate or agreement executed by an appropriate officer of the City, dated the date of Closing, in form and substance satisfactory to the Underwriters, with respect to facts and circumstances affecting the status of the Warrants under Section 103 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder (the "Code").

(vii) Such additional legal opinions, certificates, proceedings, instruments and other documents the Underwriters may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all

agreements then required to be performed and all conditions then required to be satisfied by the City.

8. The Underwriters shall have the right to cancel their obligations to purchase the Warrants hereunder by notifying the City in writing or by telegram of their election to do so between the date hereof and the Closing if on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered or a ruling, regulation or official statement (including a press release) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to federal taxation upon interest on obligations of the general character of the Warrants, or other action or events shall have transpired which have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the opinion of the Underwriters, could materially adversely affect the market price of the Warrants or the market price generally of obligations of the general character of the Warrants; or

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Alabama or of the City, or a decision by any court of competent jurisdiction within the State of Alabama shall be rendered which, in the opinion of the Underwriters, could materially adversely affect the market price of the Warrants or the market price generally of obligations of the general character of the Warrants; or

(c) there shall have occurred any material adverse change in the affairs of the City or any event shall have occurred or shall exist which, in the opinion of the Underwriters, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(d) the underlying rating of the Warrants by Moody's Investors Service, Inc. or Standard & Poor's in effect on the date hereof shall have been altered or withdrawn, or either of Moody's Investors Service, Inc. or Standard & Poor's shall have initiated any action which may result in a reduction in its underlying rating assigned to the Warrants; or

(e) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Warrants or a general banking moratorium shall be declared by either federal, Alabama or New York authorities, or there shall have occurred any outbreak of hostilities or other national or international calamity or crisis or a financial crisis, the effect of such outbreak, calamity or crisis on the financial markets of

the United States being such as, in the opinion of the Underwriters, would affect materially and adversely the ability of the Underwriters to market the Warrants or to enforce contracts for the sale of the Warrants; or

(f) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Warrants or in any way contesting or affecting any authority for or the validity of the Warrants; or

(g) there shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city located in the United States having a population of over 1,000,000, the effect of which, in the opinion of the Underwriters, would materially adversely affect the ability of the Underwriters to market the Warrants.

9. If either the City shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if the obligations of the Underwriters to purchase and accept delivery of the Warrants shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the City shall be under any further obligation hereunder; except that the obligations to pay expenses, as provided in Section 11 hereof, shall continue in full force and effect. The Underwriters may, in their discretion, waive any one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriters and proceed with the Closing.

The City agrees to notify the Underwriters of any material adverse change in its business, properties or financial condition occurring before the Closing that would require a revision of the information in the Official Statement in order to make the representations set forth in Section 5 hereof true and correct.

10. All representations, warranties and agreements of the City set forth in or made pursuant to this Purchase Contract shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters, and shall survive delivery of and payment for the Warrants.

11. The City shall pay, out of the proceeds of the Warrants, all expenses incident to the performance of its obligations hereunder and the issuance and sale of the Warrants, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of the Preliminary Official Statement, the Official Statement, and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Warrants; (iii) the fees and disbursements of Bond Counsel; (iv) the costs or fees associated with any applications made to rating agencies to assign ratings to the Warrants; (v) the cost of transportation and lodging for officials and representatives of the City in connection with attending meetings respecting the Warrants and the Closing; (vi) the cost of qualifying or exempting the Warrants under the laws of such jurisdictions as the Underwriters may designate, including filing fees; (vii) the cost of computer services in connection with

structuring the Warrants; (viii) the cost of obtaining a CUSIP number assignment for the Warrants; (ix) the paying agent's fee; and (x) the fee of the City's Financial Advisor.

The City shall pay any expenses incident to the performance of its obligations hereunder and the issuance and sale of the Warrants, whether or not the Warrants are sold by the City to the Underwriters.

12. The City (the "Obligated Person") will agree in the Authorizing Ordinance or in a separate agreement with the Underwriters to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (a) on or prior to six (6) months following the close of each fiscal year, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement, (b) timely notice of the occurrence of certain material events with respect to the Warrants and (c) timely notice of a failure by an obligated person (of which the Obligated Person has knowledge) to provide the required annual financial information on or before the date specified in (a) above. The Underwriters' obligation to purchase the Warrants shall be conditioned upon its receiving, at or prior to the delivery of the Warrants, in form and substance reasonably satisfactory to the Underwriter, evidence that the Obligated Person has made the continuing disclosure undertaking set forth above in a written agreement or contract for the benefit of the holders of the Warrants.

13. This Purchase Contract constitutes the entire agreement between the City and the Underwriters with respect to the purchase and sale of the Warrants and supersedes all prior agreements or understandings, both written and oral, with respect to the same. This purchase Contract may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Purchase Contract shall inure to the benefit of and be binding upon the City and the Underwriters and their respective successors and permitted assigns.

14. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Alabama without regard to conflicts of law principles.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.
(As Authorized Representative of the Underwriters)

By: _____

Its: _____

ACCEPTED and AGREED to as of the date first above written.

Very truly yours,

CITY OF HUNTSVILLE, ALABAMA

By: _____
Mayor

EXHIBIT A

\$ _____
General Obligation Refunding Warrants
Series 2014-A

Maturity Date	Principal	Coupon	Yield
----------------------	------------------	---------------	--------------

Optional Redemption Provisions

Those of the Series 2014-A Warrants having stated maturities on [_____] and thereafter, will be subject to optional redemption and payment prior to maturity, at the option of the City, as a whole or in part, on [_____], and on any date thereafter, at and for a redemption price equal to the par or face amount of each such Series 2014-A Warrant redeemed, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption Provisions

[Those of the Series 2014-A Warrants maturing on _____, shall be subject to mandatory redemption and prepayment prior to their maturity on _____ 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:]

Year	Amount Required to be Redeemed
-------------	---

EXHIBIT B

\$ _____
General Obligation Lease Refunding and Capital Improvement Warrants
Series 2014-B

Maturity Date	Principal	Coupon	Yield
----------------------	------------------	---------------	--------------

Optional Redemption Provisions

Those of the Series 2014-B Warrants having stated maturities on [_____] and thereafter, will be subject to optional redemption and payment prior to maturity, at the option of the City, as a whole or in part, on [_____], and on any date thereafter, at and for a redemption price equal to the par or face amount of each such Series 2014-B Warrant redeemed, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption Provisions

[Those of the Series 2014-B Warrants maturing on _____, shall be subject to mandatory redemption and prepayment prior to their maturity on _____ 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:]

Year	Amount Required to be Redeemed
-------------	---

EXHIBIT C

\$ _____
General Obligation School Refunding and Capital Improvement Warrants
Series 2014-C

Maturity Date	Principal	Coupon	Yield
----------------------	------------------	---------------	--------------

Optional Redemption Provisions

Those of the Series 2014-C Warrants having stated maturities on [_____] and thereafter, will be subject to optional redemption and payment prior to maturity, at the option of the City, as a whole or in part, on [_____], and on any date thereafter, at and for a redemption price equal to the par or face amount of each such Series 2014-C Warrant redeemed, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption Provisions

[Those of the Series 2014-C Warrants maturing on _____, shall be subject to mandatory redemption and prepayment prior to their maturity on _____ 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:]

Year	Amount Required to be Redeemed
-------------	---