

CITY OF MANSFIELD, TEXAS
(A political subdivision and municipal corporation of the State of Texas
located within Tarrant County)

\$1,255,000
COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2014A

BOND PURCHASE AGREEMENT

January 27, 2014

Honorable Mayor and City Council
City of Mansfield, Texas
1200 East Broad Street
Mansfield, Texas 76063

Ladies and Gentlemen:

The undersigned, BOSC, Inc. (the “*Underwriter*”), acting solely as the Underwriter, and not acting as fiduciary or agent for you, offers to enter into the following agreement (this “*Agreement*”) with the City of Mansfield, Texas (the “*Issuer*”) which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer’s written acceptance hereof on or before 10:00 p.m., Dallas, Texas, time, on January 27, 2014, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. **Purchase and Sale of the Certificates.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer’s \$1,255,000 Combination Tax and Revenue Certificates of Obligation, Series 2014A (the “*Certificates*”). The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the

Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (vi) the Underwriter has financial and other interests that differ from those of the Issuer.

The principal amount of the Certificates to be issued, the dated date therefor, and the maturities, redemption provisions and interest rates per annum are set forth in Schedule I hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Ordinance adopted by the Issuer on January 27, 2014 (the "*Ordinance*").

The purchase price for the Certificates shall be \$_____ (representing the par amount of the Certificates, plus a net reoffering premium of \$_____ and less an underwriting discount of \$_____), with no accrued interest.

Delivered to the Issuer herewith is the Underwriter's good faith corporate check payable to the order of the Issuer in the amount of \$12,550.00 (the "*Check*"). In the event that the Issuer accepts this offer, the Check shall be held uncashed by you until the time of Closing, at which time the Check shall be returned uncashed to the Underwriter. In the event that the Issuer does not accept this Agreement, the Check shall be immediately returned to the Underwriter. Should the Issuer fail to deliver the Certificates at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriter to purchase, accept delivery of and pay for the Certificates, as set forth in this Agreement (unless waived by the Underwriter), or should such obligations of the Underwriter be terminated for any reason permitted by this Agreement, the Check shall immediately be returned to the Underwriter. In the event that the Underwriter fails (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, the Check shall be cashed and the amount thereof shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriter, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriter and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriter. The Underwriter hereby agrees not to stop or cause payment on the Check to be stopped unless the Issuer has breached any material term of this Agreement.

2. **Public Offering.** The Underwriter agrees to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth on page 2 of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts) and others at prices lower than the public offering price stated on page 2 of the Official Statement. On or before Closing, the Underwriter shall execute an Issue Price Certificates prepared by Bond Counsel verifying the

initial offering prices to the public at which the Underwriter reasonably expected a substantial amount of each stated maturity of the Certificates would be sold to the public.

3. **The Official Statement.**

(a) The Issuer previously has delivered copies (in an electronic format) of the Preliminary Official Statement dated January 17, 2014 (the “*Preliminary Official Statement*”), to the Underwriter. The Issuer will prepare or cause to be prepared a final Official Statement relating to the Certificates, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “*Rule*”), and (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriter before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the “*Official Statement*.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriter sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Underwriter deems necessary to satisfy the obligation of the Underwriter under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Certificates. The Issuer ratifies and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but in any event, not later than within seven (7) business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the “*MSRB*”). The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers

who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as the Underwriter may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) with (i) the MSRB or its designee (including the MSRB’s Electronic Municipal Market Access System) or (ii) other repositories required from time to time by the SEC (either in addition to or in lieu of the filing referred to in clause (i) above). Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

4. **Representations, Warranties and Covenants of the Issuer.** The Issuer hereby represents and warrants to and covenants with the Underwriter that on the date hereof and on the date of the Closing:

(a) The Issuer is a home rule city duly created and existing under the laws of the State of Texas (the “State”) and is issuing the Certificates pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code, as amended (the “Act”), and Section 9.13 of its home rule charter enacted under authority of Article XI, Section 5, of the State Constitution (the “Charter”) and has full legal right, power and authority under the Act and the Charter, and at the date of the Closing will have full legal right, power and

authority under the Act and the Charter (1) to enter into, execute and deliver this Agreement, the Ordinance and the Continuing Disclosure Undertakings (as defined in Section 6(j)(3) hereof), and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance and the Continuing Disclosure Undertakings, and the other documents referred to in this clause (a) are hereinafter referred to as the “*Issuer Documents*”), (2) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (3) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the applicable state law (including the Act), the Charter and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (1) the adoption of the Ordinance and the issuance and sale of the Certificates, (2) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (3) the consummation by it of all other transactions described in the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms, subject to principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; and upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien it purports to create as set forth in the Ordinance;

(d) The Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute such a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates, the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law or administrative regulation,

judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or to which any of its property or assets are, otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Certificates, or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to Closing, except for (i) the approval of the Certificates by the Attorney General of the State of Texas (and the registration of the Certificates by the Comptroller of Public Accounts of the State of Texas); and (ii) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE CERTIFICATES"; the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the caption "THE CERTIFICATES - Sources and Uses of Proceeds"; and the Continuing Disclosure Undertakings conform to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION;"

(g) Except as otherwise provided in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Compliance with Prior Undertakings", during the last five (5) years the Issuer has complied in all material respects with its previous Continuing Disclosure Undertakings made by it in accordance with the Rule;

(h) Except as disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the pledge, levy and collection of the ad valorem taxes pursuant to the Ordinance or in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor,

to the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents; provided, however, that for all purposes of this Agreement, including, without limitation, for purposes of subparagraphs (i), (j) and (k) below, and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of the DTC, or its book-entry-only system;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of Certificates as provided in and subject to all of the terms and provisions of the Ordinance and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the Issuer, (1) to (i) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (2) to continue such qualifications in effect so long as required for the initial distribution of the Certificates by the Underwriter (provided, however that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise

the Underwriter immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Issuer since the dates of such statements and information;

(o) Except as may be described in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(p) Prior to the Closing, and except in the ordinary course of business, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the ad valorem taxes, revenues or assets which will secure the Certificates without the prior written approval of the Underwriter, such approval not to be unreasonably withheld;

(q) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein; and

(r) The Issuer covenants that between the date hereof and the Closing it will take no actions within or under its control which will cause the representations and warranties made in this Section to be untrue as of the Closing.

By delivering the Official Statement to the Underwriter, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

5. **Closing.**

(a) At 10:00 a.m., Dallas, Texas, time, on February 26, 2014, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Certificates to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 of this Agreement in immediately available funds by wire transfer to the account of the Issuer as indicated by Regions Bank, Dallas, Texas (the "*Registrar*"). Payment for the Certificates as aforesaid shall be made at the offices of the Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Certificates shall be made to The Depository Trust Company, New York, New York (“DTC”) or at the office of the Paying Agent/Registrar acting on behalf of DTC. The Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds and one Certificate for each maturity of the Certificates all registered in the name of Cede & Co., all as provided in the Ordinance and shall be made available to the Underwriter at least one (1) business day before Closing for purposes of inspection.

6. **Closing Conditions.** The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (1) the Issuer Documents and the Certificates shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; (2) the net proceeds of the sale of the Certificates and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Ordinance; and (3) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriter to deliver its respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Certificates;

(f) **[Intentionally omitted];**

(g) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer from that set forth in the Official Statement that in the reasonable judgment of the Underwriter is material and adverse and that makes it impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(h) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter, to Bond Counsel and to counsel for the Underwriter; and

(j) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Underwriter;

(2) A copy of the Ordinance, certified by the City Secretary as having been duly adopted and in full force and effect, with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The undertakings of the Issuer set forth in the Ordinance (the “*Continuing Disclosure Undertakings*”) which satisfy the requirements of Section (b)(5)(i) of the Rule;

(4) **[Intentionally omitted];**

(5) The approving opinions of Bracewell & Giuliani LLP (“*Bond Counsel*”) with respect to the Certificates, in substantially the forms attached to the Official Statement;

(6) A supplemental opinion of Bond Counsel, addressed to the Issuer and the Underwriter substantially to the effect that:

(i) The Ordinance has been duly adopted and are in full force and effect;

(ii) the Certificates are exempted securities that do not require registration under the Securities Act of 1933, as amended (the “*1933 Act*”), and the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) except to the extent noted therein, said firm has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Official Statement or the Official Statement but that said firm has reviewed the statements and information appearing under the captions "PLAN OF FINANCING" (except for the subsection "Use of Proceeds"), "THE CERTIFICATES" (except for the subsection "Book-Entry-Only System" and "Obligationholders' Remedies"), "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION" (except under the subcaption "Compliance With Prior Undertakings") "OTHER INFORMATION – Registration and Qualification of Certificates for Sale," "OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas" and "OTHER INFORMATION – Legal Matters" and such firm is of the opinion that the information relating to the Certificates and legal matters contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance;

(7) An opinion, dated the date of the Closing and addressed to the Underwriter, of counsel to the Underwriter, to the effect that:

(i) the Certificates are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act;

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriter and its participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry-only system, in each case as to which no view need be expressed); and

(iii) based upon: (a) their understanding of the Rule (and interpretive guidance published by the Securities and Exchange Commission relating thereto); (b) their review of the continuing disclosure undertaking of the Issuer contained in the Ordinance; and (c) the inclusion in the Official Statement of a description of the specifics of such undertakings and the Underwriter's reliance on the opinion of Bond

Counsel that the Ordinance has been duly adopted by the Issuer and are valid and binding obligations of the Issuer, such counsel advise the Underwriter that such undertakings provide a suitable basis for the Underwriter, and any other broker, dealer, or municipal securities dealer acting as a Participating Underwriter (as defined in the Rule) in connection with the offering of the Certificates, to make a reasonable determination that the Issuer has met the qualifications of paragraph (b)(5)(i) of the Rule;

(8) A certificate, dated the date of the Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (ii) no litigation or proceeding or challenge against the Issuer is pending or, to his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the council members, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) seek to limit, prohibit, restrain or enjoin or otherwise restrict or prevent the Issuer from functioning and levying and collecting ad valorem taxes or revenues pledged or to be pledged to pay the principal of or interest on the Certificates pursuant to the Ordinance, or the pledge thereof, or the sale, issuance or delivery of the Certificates; (iii) all official action of the Issuer relating to the Official Statement, the Certificates and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended, supplemented or repealed; (iv) to his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of the Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (v) the Issuer is authorized to include the audited financial statements for fiscal year ended September 30, 2012, prepared by KPMG LLP, and their report thereon, in the Official Statement; and (vi) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2012, the latest date as of which audited financial information is available;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (i) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that

would cause the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (ii) certifying that to the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) The approving opinion of the Attorney General of the State of Texas and the registration certificate of the Comptroller of Public Accounts of the State of Texas in respect of the Certificates;

(11) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(12) Evidence of ratings assigned to the Certificates of “Aa2” by Moody’s Investors Service Inc., “AA” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business and “AA” by Fitch Ratings, and that all such ratings are in effect as of the date of the Closing; and

(13) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel, the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Sections 1 (with respect to the Check), 4 and 8 hereof shall continue in full force and effect.

7. **Termination.** The Underwriter shall have the right to cancel their obligation to purchase the Certificates if, between the date of this Agreement and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the reasonable judgment of the Underwriter, evidenced by a written notice to the Issuer terminating the

obligation of the Underwriter to accept delivery of and pay for the Certificates, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress of the United States or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice 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, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates, or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body (in any state where more than 15% of the Certificates have been offered and sold) shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriter;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the

general character of the Certificates, any material restrictions not now in force as of the date hereof, or increase materially those now in force as of the date hereof, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessment or the levy of taxes to pay principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer except for changes which the Official Statement discloses are expected to occur;

(i) the United States shall have either become engaged in hostilities that did not exist prior to the date hereof or issued a declaration of war or a national emergency, or there shall have occurred a new material outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would materially and adversely affect the ability of the Underwriter to market the Certificates on the terms and in the manner contemplated by the Official Statement;

(j) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in like manner as the Certificates (including the rating to be accorded the Certificates);

(l) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition is not the result of the Underwriter's acts or failure to act; and

(m) A material disruption in securities settlement payment or clearance services shall have occurred and is continuing on the date of Closing.

With respect to the condition described in subparagraph (l) above, the Underwriter is not aware of any current, pending or proposed law as of the date of execution of this Agreement which would permit the Underwriter to invoke termination rights thereunder.

8. **Expenses.**

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (1) the cost of preparation and printing of the Certificates, (2) the fees and disbursements of Bond Counsel and the Issuer's Financial Advisor; (3) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (4) the fees for bond ratings, (5) the municipal bond insurance premium for the Certificates, if any; (6) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (7) the fees and expenses of the Registrar; (8) the Attorney General's examination fee; (9) advertising expenses (except any advertising expenses of the Underwriter as set forth below); (10) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers and members of the Issuer; and (11) any other expenses mutually agreed to by the Issuer and the Underwriter to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby.

(b) The Underwriter shall pay (1) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any, (2) all advertising expenses in connection with the public offering of the Certificates; and (3) all other expenses incurred by it in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriter.

(c) The Issuer acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

9. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Mansfield, Texas, 1200 East Broad Street, Mansfield, Texas 76063, Attention: City Manager; and, any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to BOSC, Inc., 333 West Campbell Road, Suite 350, Richardson, TX 75080, Attention: Josh McLaughlin.

10. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All

of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (1) any investigations made by or on behalf of the Underwriter; (2) delivery of and payment for the Certificates pursuant to this Agreement; and (3) any termination of this Agreement.

11. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. **Business Day.** For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. **No Personal Liability.** None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

18. **Entire Agreement.** This Agreement represents the entire agreement between the Issuer and the Underwriter with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Bonds.

[The remainder of this page intentionally left blank.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between the Issuer and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

BOSC, INC.

By: _____
Authorized Officer

ACCEPTED AND AGREED to as of the date hereof at ____:____.m. Central Time:

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: _____

Schedule I – Schedule of Terms

Schedule I

\$ _____
Combination Tax and Revenue Certificates of Obligation, Series 2014A

Interest Accrues From Date of Delivery

Maturity Date (2/15)	Principal Amount	Interest Rate%	Initial Price or Yield%
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c=priced to the first optional call date of February 15, 2023 at par

Optional Redemption. The Issuer reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2024 in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2023, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.