

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE APPOINTMENT OF U.S. BANK AS SUCCESSOR AGENT TO DEUTSCHE BANK NATIONAL TRUST COMPANY AND FURTHER AUTHORIZING THE CHIEF FINANCE OFFICER TO ENTER INTO AN AGREEMENT OF RESIGNATION, APPOINTMENT, AND ACCEPTANCE WITH DEUTSCHE BANK AND U.S. BANK EFFECTIVE AUGUST 23, 2013.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the appointment of U.S. Bank as successor agent to Deutsche Bank National Trust Company and further authorizing the Chief Finance Officer to enter into an Agreement of Resignation, Appointment, and Acceptance with Deutsche Bank and U.S. Bank effective August 23, 2013.

ADOPTED: \_\_\_\_\_, 2013

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 7/2/13

Preparer: Daisy W. Madison

Department: Finance & Administration

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_

A resolution authorizing the appointment of U.S. Bank as successor agent to Deutsche Banke National Trust Company; further authorizing the CFO to enter into an agreement of Resignation, Appointment and Acceptance with Deutsche Bank and U.S. Bank effective 8/23/13.

See Attachment.

Name of Vendor/Contractor/Grant, etc. \_\_\_\_\_  
Total project cost \$ \_\_\_\_\_  
Total City of Chattanooga Portion \$ \_\_\_\_\_  
City Amount Funded \$ \_\_\_\_\_  
New City Funding Required \$ \_\_\_\_\_  
City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) \_\_\_\_\_  
Funds Budgeted? (YES or NO) NA \_\_\_\_\_  
Provide Fund \_\_\_\_\_  
Provide Cost Center \_\_\_\_\_  
Proposed Funding Source if not budgeted \_\_\_\_\_  
Grant Period (if applicable) \_\_\_\_\_

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

This resolution is necessary due to the Deutsche Bank sale of its Municipal Bond Trustee Business. Deutsche currently serves as Paying Agent for the City's General Obligation Refunding Bonds Series 2005A and Series 2007.

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: October, 2011



June 18, 2013

City of Chattanooga, Tennessee  
Attention: Assistant City Finance Officer  
City Hall Annex  
100 East 11th St., 4th Floor  
Chattanooga, TN 37402

Re: Paying Agent, et al, under certain agency agreement(s) between the Issuer and Deutsche Bank National Trust Company (the "Governing Instruments") pursuant to which the Issuer's bonds, as set forth on the attached Schedule I were issued

Dear Sir/Madam:

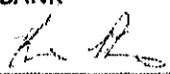
As announced on March 18, 2013, Deutsche Bank National Trust Company ("Deutsche Bank") sold its Municipal Bond Trustee Business, including the agencies named above, to U.S. Bank National Association ("U.S. Bank"). In connection with the sale, Deutsche Bank wishes to resign as agent under the Governing Instruments and U.S. Bank wishes to be appointed as successor agent and assume all of the duties, obligations and responsibilities of the agent under the Governing Instruments. The enclosed Agreement of Resignation, Appointment and Acceptance provides for U.S. Bank, Deutsche Bank and the Issuer to agree to such resignation and appointment.

To allow time for a smooth transition, the effective date of such resignation, appointment and acceptance is scheduled for August 23, 2013, provided that a fully executed Agreement of Resignation, Appointment and Acceptance is received prior to the effective date. If all required signatures have not been received prior to the scheduled effective date of August 23, 2013, the effective date will then be the date upon which the final executed counterpart is received and recorded by U.S. Bank.

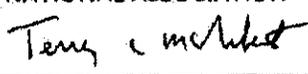
We request that you arrange for the Issuer to execute three copies of the enclosed Agreement of Resignation, Appointment and Acceptance. At your earliest convenience, please return two (2) original copies of the agreement to U.S. Bank in the enclosed envelope addressed to: U.S. Bank Global Corporate Trust Services, Attn: DenLin Associates, PO Box 960778, Boston, MA 02196-0778. You may retain the other copy for your files.

If you have any questions concerning the administration of your account(s), please continue to contact your Deutsche Bank trust professional until the August 23 conversion date. However, if you have a question concerning the enclosed Agreement, please contact a member of our succession team at DenLin Associates, Inc. at 617-603-6725 and refer to the number in the footer below.

DEUTSCHE BANK

By:   
Kevin Plein  
Its Managing Director

U.S. BANK NATIONAL ASSOCIATION

By:   
Terry McRoberts  
Its Executive Vice President

# **Schedule I**

Chattanooga TN General Obligation Refunding Bonds Series 2005A

Chattanooga TN General Obligation Refunding Bonds Service 2007

## AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

THIS AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Agreement") dated as of June 18, 2013 by and among Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States of America (the "Resigning Agent"), City of Chattanooga, Tennessee (the "Issuer"), and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America (the "Successor").

WHEREAS, the Resigning Agent, or its predecessor in interest, and the Issuer entered into certain agency agreement(s) (the "Governing Instruments"), pursuant to which the Issuer's bonds, as set forth on the attached Schedule 1 (the "Bonds"), were issued; and the Resigning Agent has been acting in the capacities assigned to it by the Governing Instruments (all such applicable roles being hereinafter included in the term the "Agent");

WHEREAS, the purchase agreement, dated as of March 14, 2013 as the same may be amended from time to time by and among Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, Deutsche Bank AG and U.S. Bank National Association provides for the sale of the Resigning Agent's portfolio (the "Portfolio") of specified securities including the Governing Instruments to the Successor, subject to receipt of all required consents.

WHEREAS, pursuant to the Governing Instruments, the Resigning Agent desires to resign as the Agent, the Issuer desires to appoint the Successor as Agent and the Successor desires to accept appointment as Agent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

### ARTICLE I SUCCESSION

**Section 1.1 *Resignation of Resigning Agent.*** The Resigning Agent resigns as the Agent as of the close of business August 23, 2013 (the "Effective Date"). The Issuer accepts such resignation and waives any required notice thereof.

**Section 1.2 *Appointment of Successor.*** The Issuer appoints the Successor to serve as Agent, with all the authority, rights, powers and immunities vested in, and all duties and obligations binding on, the Agent, on the Effective Date. All rights, powers, duties, immunities and obligations of the Agent shall be vested in and undertaken by the Successor on and from the Effective Date.

**Section 1.3 *Acceptance of Appointment; Notice to Bondholders.*** The Successor accepts its appointment as Agent by the Issuer with all the authority, rights, powers and immunities vested in the Agent and agrees to serve as Agent and to perform the duties and obligations of the Agent, on and from the Effective Date. The Successor agrees to notify the registered holders of the Bonds of the resignation of the Resigning Agent and its appointment as Agent to the extent, if any, and in the manner, if any, required by the relevant Governing Instruments. The Successor also agrees to notify the Issuer in the event of a change in the Effective Date.

**Section 1.4 *Assignment of Powers and Property; Delivery of Documents.*** The Resigning Agent, hereby confirms and assigns to the Successor, in trust under the Governing Instruments, all property, rights, powers, duties, trusts, immunities and obligations of the Resigning Agent as Agent. The Resigning Agent confirms that it has transferred to the Successor (a) all moneys, securities and other assets held under the relevant Governing Instruments, (b) all documents relating to the trust created by the relevant Governing Instruments.

**Section 1.5 *Further Assurances.*** The Resigning Agent agrees, upon reasonable request of the Successor, to execute, acknowledge and deliver such further instruments of transfer and further assurances and to do such other things as may reasonably be required for more fully and certainly vesting and confirming in Successor all the property, rights, powers, duties, trusts, immunities and obligations of the Resigning Agent as Agent.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1 *Representations and Warranties of the Issuer.*** The Issuer hereby represents and warrants to the Successor as follows:

(a) the relevant Governing Instruments and the Bonds were validly and lawfully executed by the Issuer and constitute obligations of the Issuer enforceable as provided therein by the Successor, subject to laws affecting creditors' rights and equitable principles;

(b) the Issuer has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Governing Instruments on or prior to the date hereof; and

(c) no event of default under the Governing Instruments has occurred and is continuing.

**Section 2.2 *Representations and Warranties of Resigning Agent.*** Resigning Agent hereby represents and warrants to Successor as follows:

(a) Resigning Agent is a national banking association, and is duly organized and existing under the laws of the United States of America;

(b) from March 14, 2013 until the date hereof, the Governing Instruments have not been amended or supplemented, other than as set forth on the attached Schedule 1;

(c) from March 14, 2013 until the date hereof, Resigning Agent has received no written notice of any event of default under the terms of the Governing Instruments; and

(d) to the knowledge of the officer of the Resigning Agent who is responsible for the administration of the Governing Instruments, there is no suit, action, claim or proceeding pending or threatened against the Resigning Agent related to the Bonds, the relevant Governing Instruments, or Resigning Agent's administration of the trusts created under the Governing Instruments.

**Section 2.3 *Representations of Successor.*** The Successor hereby represents and warrants to Resigning Agent and the Issuer as follows:

(a) The Successor is a national banking association, and is duly organized and existing under the laws of the United States of America; and

(b) The Successor is qualified and eligible to serve as Agent under the Governing Instruments.

### ARTICLE III MISCELLANEOUS

*Applicable Law.* This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions; provided, however, that as between the Resigning Agent and the Successor, this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions, PROVIDED, FURTHER, THAT IN NO EVENT SHALL ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT TO WHICH THE ISSUER IS MADE A PARTY BE ADJUDICATED OUTSIDE OF THE STATE OF TENNESSEE, AND FOR THE PURPOSES OF SUCH CONTROVERSY, CLAIM OR DISPUTE TO WHICH THE ISSUER IS A PARTY, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE.

**Section 3.1** *Counterparts.* This Agreement may be executed in a number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

**Section 3.2** *Preservation of Rights.* Except as expressly provided herein, nothing contained in this Agreement shall in any way affect the obligations or rights of the Issuer, the Resigning Agent, the Successor or any holder of the Bonds under the Governing Instruments. As between the Resigning Agent and the Successor, nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand or limit in any way the rights or obligations of the parties under, and the terms of, the Purchase Agreement.

**Section 3.3** *Severability.* In the event any provisions of this Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 3.4** *Survival of Obligations.* Notwithstanding the resignation of the Resigning Agent under the Governing Instruments, the Issuer shall remain obligated under the Governing Instruments to compensate, reimburse and indemnify the Resigning Agent as provided in the Governing Instruments, and nothing contained in this Agreement shall in any way abrogate the obligations of the Issuer to the Resigning Agent under the Governing Instruments or any lien created in favor of the Resigning Agent thereunder.

**Section 3.5** *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Resigning Agent, the Successor, and the Issuer and their respective successors and assigns.

**Section 3.6** *Amendments.* This Agreement shall be amended only in a writing signed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their duly authorized corporate officers as of the date first above written.

CITY OF CHATTANOOGA, TENNESSEE  
as Issuer

By \_\_\_\_\_

(print name and title above)

DEUTSCHE BANK NATIONAL TRUST  
COMPANY  
as Resigning Agent

By *Dennis D. Gillespie*

Dennis D. Gillespie  
Its Director

U.S. BANK NATIONAL ASSOCIATION  
as Successor

By *Terry McRoberts*

Terry McRoberts  
Its Executive Vice President

DEUTSCHE BANK NATIONAL TRUST  
COMPANY  
as Resigning Agent

By *John Robertson*

John Robertson  
Its Vice President