

DEPOSIT AGREEMENT AND RECEIPT FOR DEPOSIT

The Bank of New York Mellon Trust Company, N.A., being the Paying Agent/Registrar (the "Paying Agent") for the City of Lewisville, Texas General Obligation Refunding and Improvement Bonds, Series 2007 and Combination Tax and Revenue Certificates of Obligation, Series 2007A each issued pursuant to the respective ordinances (the "Ordinances") adopted by the governing body of the City of Lewisville, Texas (the "Issuer") on May 21, 2007, hereby agrees with the Issuer for the benefit the Issuer and the owners of the obligations being called for redemption (the "Refunded Obligations"), as follows:

1.1 The Paying Agent acknowledges that the total amount of principal and interest due on the Refunded Obligations on _____, 2018 (the "Redemption Date") is \$ _____ representing principal in the amount of \$ _____ plus accrued interest on the Refunded Obligations of \$ _____.

1.2 The Issuer acknowledges that funds in payment of such principal and interest (the "Deposit") will be irrevocably deposited with the Paying Agent on _____, 2018, composed of \$ _____ from the proceeds of the Issuer's General Obligation Refunding and Improvement Bonds, Series 2018 (the "Refunding Bonds") plus \$ _____ transferred by the Issuer from lawfully available funds including debt service funds for the Refunded Obligations. The Paying Agent acknowledges receipt of the Deposit and certifies that the Deposit is equal to the principal of and interest on the Refunded Obligations due on the Redemption Date and that, pursuant to the terms of the Refunded Obligations and the Ordinances, such Refunded Obligations are deemed not to be Outstanding as defined in the Ordinance

1.3 The Deposit shall be irrevocably held by the Paying Agent in trust for the benefit of the owners of the Refunded Obligations for the purpose of paying the principal of the Refunded Obligations on the Redemption Date, together with all interest due thereon to the Redemption Date, and, immediately following the receipt of the Deposit, the Paying Agent agrees to hold the Deposit uninvested in a separate account and to apply and disburse the Deposit solely for the payment of the principal of and interest on the Refunded Obligations on the Redemption Date. Funds in such account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation shall be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for special depository accounts until payment in full of the Refunded Obligations on their maturity date.

1.4 Any portion of the Deposit that is not required to be used by the Paying Agent for the payment of principal of and interest on the Refunded Obligations shall be delivered by the Paying Agent to the Issuer.

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

1.6 In the event that the Paying Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Paying Agent for such extraordinary services and to reimburse the Paying Agent for all expenses incurred by the Paying Agent in performing such extraordinary services, and the Paying Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses and shall not reimburse itself from monies on deposit for the payment of the Refunded Obligations pursuant to this Agreement. There are no outstanding fees due to the Paying Agent with respect to the Refunded Obligations.

1.7 The Paying Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the Paying Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Paying Agent (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

1.8 The Paying Agent represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Paying Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Paying Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

1.9 The Paying Agent represents that it is a wholly owned subsidiary of The Bank of New York Mellon Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

EXECUTED THIS _____.

CITY OF LEWISVILLE, TEXAS

By: _____
Mayor

EXECUTED THIS _____.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
Name: _____
Title: _____