
FIRST SUPPLEMENT TO INDENTURE OF TRUST

Dated as of August 1, 2015

by and between the

SUCCESSOR AGENCY TO THE PLACER COUNTY REDEVELOPMENT AGENCY

and

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

Relating to

**\$ _____
Successor Agency to the Placer County Redevelopment Agency
2015 Subordinate Tax Allocation Refunding Bonds, Taxable Series B**

TABLE OF CONTENTS

	<u>Page</u>
Section 1.	Supplement to 2015A Bonds Indenture 2
Section 2.	Attachment of Exhibit F 6
Section 3.	Attachment of Exhibit G 6
Section 4.	Partial Invalidity 7
Section 5.	Execution in Counterparts 7
Section 6.	Governing Law 7
Appendix A	Exhibit F to Indenture - Form of 2015B Bond
Appendix B	Exhibit G to Indenture - Recognized Obligation Debt Service Payment Schedule for 2015B Bonds

FIRST SUPPLEMENT TO INDENTURE OF TRUST

This FIRST SUPPLEMENT TO INDENTURE OF TRUST (this "First Supplement"), dated as of August 1, 2015, is by and between the SUCCESSOR AGENCY TO THE PLACER COUNTY REDEVELOPMENT AGENCY, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee under the hereinafter defined 2015A Bonds Indenture (the "Trustee");

WITNESSETH:

WHEREAS, the Placer County Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (as amended, the "Redevelopment Law");

WHEREAS, the Redevelopment Plans, as defined in that certain Indenture of Trust, dated as of August 1, 2015 (the "2015A Bonds Indenture"), for the following redevelopment project areas (collectively, the "Project Areas") were adopted in compliance with all requirements of the Redevelopment Law, as detailed on Exhibit C attached to the 2015A Bonds Indenture:

- (i) North Lake Tahoe Redevelopment Project;
- (ii) Sunset Industrial Redevelopment Project; and
- (iii) North Auburn Redevelopment Project;

WHEREAS, to finance and refinance redevelopment activities with respect to the Project Areas, the Former Agency issued the outstanding bonds listed on Exhibit D attached to the 2015A Bonds Indenture (the "Outstanding Prior Bonds");

WHEREAS, Assembly Bill X1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), codified Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (as amended from time to time, the "Dissolution Act"), and resulted in the dissolution of the Former Agency as of February 1, 2012, and the vesting in the Successor Agency of all of the authority, rights, powers, duties and obligations of the Former Agency;

WHEREAS, the Dissolution Act, among other things, authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5 of the California Health and Safety Code;

WHEREAS, the Successor Agency has determined that it will achieve debt service savings within such parameters by the issuance pursuant to the Law (as defined below) and the Refunding Law of the following bonds to provide funds to refund the Outstanding Prior Bonds:

(a) \$_____ aggregate principal amount of Successor Agency to the Placer County Redevelopment Agency 2015 Subordinate Tax Allocation Refunding Bonds, Series A (the "2015A Bonds"), which will be issued pursuant to the 2015A Bonds Indenture.

(b) \$_____ aggregate principal amount of Successor Agency to the Placer County Redevelopment Agency 2015 Subordinate Tax Allocation Refunding Bonds, Taxable Series A (the "2015B Bonds"; together with the 2015A Bonds, the "2015 Bonds");

WHEREAS, the 2015A Bonds and the 2015B Bonds will be secured by a pledge of and payable from Tax Revenues (as defined in the 2015A Bonds Indenture) on a parity basis;

WHEREAS, the Successor Agency has certified that all acts and proceedings required by law necessary to make the 2015B Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute this First Supplement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the First Supplement have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to 2015A Bonds Indenture. In accordance with the provisions of Section 7.01(f) of the 2015A Bonds Indenture, the 2015A Bonds Indenture is hereby amended by adding a supplement thereto consisting of a new article to be designated as Article X. Such Article X shall read in its entirety as follows:

ARTICLE X

2015B BONDS

Section 10.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 10.01 shall, for all purposes of this Article but not for any other purposes of this Indenture, have the respective meanings specified in this Section 10.01. All terms defined in Section 1.01 and not otherwise defined in this Section 10.01 shall, when used in this Article X, have the respective meanings given to such terms in Section 1.01.

"Article X" means this Article X which has been incorporated in and made a part of this Indenture pursuant to the First Supplement, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 7.01.

"Bond Year" means any twelve-month period beginning on September 2 in any year and ending on the next succeeding August 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on August 1, 2016.

"Closing Date" means the date on which the 2015B Bonds are delivered by the Successor Agency to the original purchaser thereof.

"First Supplement" means this First Supplement to Indenture of Trust, dated as of August 1, 2015, by and between the Successor Agency and the Trustee, as the same may be amended from time to time in accordance with the terms of the 2015A Bonds Indenture.

"Interest Payment Date" means February 1, 2016, and each February 1 and August 1 thereafter so long as any of the Bonds remain unpaid.

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"2015A Bonds Indenture" means the Indenture of Trust, dated as of August 1, 2015, by and between the Successor Agency and the Trustee, as the same may be amended from time to time in accordance with the terms thereof, including, without limitation, as amended and supplemented by the First Supplement.

"2015B Bonds" means the Bonds which are authorized and issued under Section 10.02.

"2015B Bond Proceeds Account" means the account by that name within the Bond Proceeds Fund established and held by the Trustee pursuant to Section 3.03.

"2015B Costs of Issuance Account" means the account by that name within the Bond Proceeds Fund established and held by the Trustee pursuant to Section 3.03.

Section 10.02. Authorization of 2015B Bonds. The 2015B Bonds in the aggregate principal amount of _____ Dollars (\$_____) are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Law and the Refunding Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and the interest on all Bonds that may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

The 2015B Bonds shall be designated the "Successor Agency to the Placer County Redevelopment Agency 2015 Subordinate Tax Allocation Refunding Bonds, Taxable Series B".

Section 10.03. Terms of 2015B Bonds. The 2015B Bonds shall be dated as of the Closing Date, and shall be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof. The 2015B Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rate per annum as follows:

<u>Maturity Date</u> <u>(August 1)</u>	<u>Amount</u>	<u>Rate</u>
2015		
2016		
2017		
2018		
2019		
2020		

2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036

Interest on the 2015B Bonds (including the final interest payment upon maturity) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of 2015B Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee prior to the applicable Record Date. Principal of and redemption premium (if any) on any 2015B Bond shall be paid upon presentation and surrender thereof, at maturity or earlier redemption, at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and redemption premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each 2015B Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) a 2015B Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any 2015B Bond, interest thereon is in default, such 2015B Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 10.04. Redemption. The 2015B Bonds are not subject to redemption prior to their stated maturity.

Section 10.05. Form of 2015B Bonds. The Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 10.06. Application of Proceeds of Sale of 2015B Bonds. On the Closing Date the proceeds of the sale of the 2015B Bonds shall be paid to the Trustee in the amount of

\$_____ (being the aggregate principal amount of the 2015B Bonds, less an underwriter's discount in the amount of \$_____) and less \$_____, being the premium for the Reserve Policy, a portion of which shall be payable directly by the original purchaser of the 2015B Bonds and shall be applied as follows:

(a) The Trustee shall deposit the amount of \$_____ in the 2015B Costs of Issuance Account of the Bond Proceeds Fund established pursuant to Section 10.07 hereof.

(b) The Trustee shall deposit the remaining amount of proceeds of the 2015B Bonds (\$_____) in the 2015B Bond Proceeds Account of the Bond Proceeds Fund established pursuant to Section 10.08 hereof.

In addition, the Trustee shall credit the Reserve Policy to the Reserve Account in satisfaction of the Reserve Requirement.

Section 10.07. 2015B Costs of Issuance Account. There is hereby established a separate account within the Bond Proceeds Fund to be known as the "2015B Costs of Issuance Account", which shall be held by the Trustee in trust.

The moneys in the 2015B Costs of Issuance Account shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance related to the 2015B Bonds upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On the date which is six (6) months following the Closing Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the 2015B Costs of Issuance Account shall be withdrawn therefrom by the Trustee and transferred to the Interest Account of the Debt Service Fund and the Trustee shall close the 2015B Costs of Issuance Account.

Section 10.08. 2015B Bond Proceeds Account. There is hereby established a separate account within the Bond Proceeds Fund to be known as the "2015B Bond Proceeds Account", which shall be held by the Trustee in trust.

On the Closing Date, the Trustee shall transfer the moneys in the 2015B Bond Proceeds to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), for the purpose of providing for application to the payment and redemption of the 2006 Series C Bonds (as defined in Exhibit D of the 2015A Bonds Indenture) in accordance with the Escrow Deposit and Trust Agreement, dated as of August 1, 2015, by and between the Successor Agency and the Escrow Bank.

Section 10.09 Security for 2015B Bonds. The 2015B Bonds shall be Parity Debt within the meaning of such term in Section 1.02 and shall be secured in the manner and to the extent set forth in Article IV.

As provided in Section 4.01, pursuant to Section 34177.5(g), except as provided in Section 6.06, the 2015B Bonds and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the Tax Revenues, including all of the Tax Revenues in the Redevelopment Obligation Retirement Fund and all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account and the Reserve Account, without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Except for

the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest on the 2015B Bonds.

Section 10.10 Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Participating Underwriter or any holder or beneficial owner of the 2015B Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 10.09.

Section 10.11 Benefits Limited to Parties. Nothing in this Article X, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee and the Owners of the 2015B Bonds, any right, remedy, claim under or by reason of this Article X. Any covenants, stipulations, promises or agreements in this Article X contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee and the Owners of the 2015B Bonds.

Section 10.12. Federal Tax Covenants. The provisions of Section 5.11 and the further provisions of this Indenture relating to the Code shall not apply to the 2015B Bonds, in that the Successor Agency hereby determines, pursuant to Section 5903 of the California Government Code, that the interest payable on the 2015B Bonds will be subject to federal income taxation under the law in existence on the Closing Date.

Section 10.13. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2015B Bonds shall be deemed to be Bonds and Parity Debt under and within the meaning of Section 1.02, and every term and condition contained in the other provisions of this Indenture shall apply to the 2015B Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

Section 10.14. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the 2015B Bonds and the rights and benefits provided in this Indenture.

* * * *

SECTION 2. Attachment of Exhibit F. The 2015A Bonds Indenture is also hereby further amended by attaching thereto and incorporating therein an Exhibit F setting forth the form of the 2015B Bonds, which shall read substantially as set forth in Appendix A which is attached hereto and by this reference incorporated herein.

SECTION 3. Attachment of Exhibit G. The 2015A Bonds Indenture is also hereby further amended by attaching thereto and incorporating therein an Exhibit G setting forth the Recognized Obligation Debt Service Payment Schedule the 2015B Bonds, which shall read substantially as set forth in Appendix G which is attached hereto and by this reference incorporated herein.

SECTION 4. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this First Supplement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this First Supplement. The Successor Agency hereby declares that it would have entered into this First Supplement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2015B Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplement may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This First Supplement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE PLACER COUNTY REDEVELOPMENT AGENCY has caused this First Supplement to be signed in its name by its Chief Administrative Officer and attested by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this First Supplement to be signed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE PLACER
COUNTY REDEVELOPMENT AGENCY

By: _____
Chief Administrative Officer

(S E A L)

ATTEST:

By: _____
Secretary

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

By: _____
Authorized Officer

prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for which such Interest Payment Date occurs; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Placer County Redevelopment Agency 2015 Subordinate Tax Allocation Refunding Bonds, Taxable Series B" (the "Bonds"), of an aggregate principal amount of _____ Dollars (\$_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, and other provisions) and all issued pursuant to the provisions of (i) Part 1 of Division 24 of the Health and Safety Code of the State, as amended and supplemented by the provisions of Assembly Bill X1 26, as amended by Assembly Bill 1484, signed by the Governor on June 27, 2012, and filed with the Secretary of State on June 27, 2012 (the "Law"), (ii) Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law") and (iii) an Indenture of Trust, dated as of August 1, 2015, entered into by and between the Successor Agency and the Trustee (the "2015A Bonds Indenture"), as supplemented by a First Supplement to Indenture of Trust, dated as of August 1, 2015 authorizing the issuance of the Bonds (the "First Supplement; together with the 2015A Bonds Indenture, the "Indenture").

The Successor Agency is concurrently issuing its "Successor Agency to the Placer County Redevelopment Agency 2015 Subordinate Tax Allocation Refunding Bonds, Series A" (the "2015A Bonds"), in an aggregate principal amount of \$_____. The Successor Agency may issue additional bonds and other obligations on a parity with the 2015A Bonds and the Bonds, but only subject to the terms of the Indenture.

Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law (as defined in the Indenture) and the Refunding Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refinance certain redevelopment activities undertaken with respect to redevelopment project areas (the "Project Areas"), to acquire a debt service surety bond for the Bonds and to pay certain expenses of the Successor Agency in issuing the Bonds.

There has been created under the Dissolution Act (as defined in the Indenture) the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds. As and to the extent set forth in the Indenture, all such Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment of the

principal of, and for the security and payment of interest and redemption premium, if any, on, the Bonds. In addition, the Bonds shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Redevelopment Obligation Retirement Fund, the Debt Service Fund, the Interest Account, the Principal Account and the Reserve Account (as such terms are defined in the Indenture). Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest and redemption premium, if any, on the Bonds.

The Bonds are not subject to redemption prior to their stated maturity. If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE

IN WITNESS WHEREOF, the Successor Agency to the Placer County Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Chief Administrative Officer and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE PLACER
COUNTY REDEVELOPMENT AGENCY

By: _____
Chief Administrative Officer

ATTEST:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

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

By: _____
Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or Tax Regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____
TEN ENT --	as tenants by the entireties		(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____	(State)
COMM PROP --	as community property		

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED
THOUGH NOT IN THE LIST ABOVE

(FORM OF ASSIGNMENT)

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

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoints(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

166

APPENDIX B

EXHIBIT G TO INDENTURE

RECOGNIZED OBLIGATION DEBT SERVICE PAYMENT SCHEDULE
FOR 2015B BONDS

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service Payment</u>
----------------------	------------------	-----------------	---------------------------------------

