
FIRST SUPPLEMENTAL INDENTURE

between the

CITY OF SAN JOSE FINANCING AUTHORITY

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

RELATING TO

[\$[PRINCIPAL AMOUNT]
CITY OF SAN JOSE FINANCING AUTHORITY
WASTEWATER REVENUE BONDS
SERIES 2022B
(GREEN BONDS – CLIMATE BOND CERTIFIED)

Dated as of December 1, 2022

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

Section 1.01. Definitions.....	2
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ARTICLE II ISSUANCE OF SERIES 2022B BONDS

Section 2.01. Authorization and Purpose of Series 2022B Bonds.....	3
Section 2.02. Terms of Series 2022B Bonds.	3
Section 2.03. Redemption of Series 2022B Bonds.....	5
Section 2.04. Form of Series 2022B Bonds.....	5
Section 2.05. Use of Depository for Series 2022B Bonds.....	5
Section 2.06. Application of Proceeds of Sale of Series 2022B Bonds.....	5

ARTICLE III MISCELLANEOUS

Section 3.01. Authority for this First Supplemental Indenture.....	6
Section 3.02. Terms of Series 2022B Bonds Subject to the Master Indenture.....	6
Section 3.03. Execution	7
Section 3.04. Effective Date of this First Supplemental Indenture.....	7
EXHIBIT A FORM OF SERIES 2022B BONDS.....	A-1

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture (this “First Supplemental Indenture”), dated as of December 1, 2022, between the City of San José Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”), and Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Authority and the Trustee have duly entered into a Master Indenture, dated as of December 1, 2022 (the “Master Indenture”), which Master Indenture authorized the issuance of City of San José Financing Authority Wastewater Revenue Bonds (the “Bonds”) and provided for the issuance of the Bonds in various series; and

WHEREAS, the Authority has determined to prescribe the terms, conditions and form of a series of the Bonds under the Master Indenture constituting the Series 2022B Bonds (the “Series 2022B Bonds”) for the purposes of assisting the City of San José (the “City”) with the refunding of the Authority’s outstanding Subordinate Wastewater Revenue Notes, Series A; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed necessary to make the Series 2022B Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, valid and binding limited obligations of the Authority payable in accordance with their terms, and to constitute this First Supplemental Indenture a valid and binding agreement of the parties hereto for the uses and purposes set forth herein in accordance with the conditions and terms hereof, do exist, have happened and have been performed in the time, form and manner required by law, and the execution and entering into of this First Supplemental Indenture by the parties hereto and the execution and delivery of the Series 2022B Bonds, subject to the conditions and terms hereof, have been in all respects duly authorized;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, that in order to secure the payment of the interest on and the principal of and the redemption premiums, if any, on all Series 2022B Bonds executed, authenticated and delivered hereunder according to their tenor, and to secure the performance and observance of all the agreements, conditions, covenants and terms set forth therein and herein, and to declare the conditions and terms upon and subject to which the Series 2022B Bonds will be executed, authenticated and delivered, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Series 2022B Bonds by the respective registered owners thereof from time to time, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Authority does hereby agree and covenant with the Trustee, for the benefit of the respective registered owners from time to time of the Series 2022B Bonds, as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions.

(a) All terms which are defined in Section 1.01 of the Master Indenture shall (except as otherwise provided herein) have the same definitions, respectively, in this First Supplemental Indenture that are given to such terms in Section 1.01 of the Master Indenture.

(b) Unless the context otherwise requires, the terms defined in this subsection shall for all purposes hereof and of the Master Indenture and of the Series 2022B Bonds and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Bank

“Bank” means Wells Fargo Bank, National Association, as holder of the Prior Subordinate Notes.

First Supplemental Contract

“First Supplemental Contract” means the First Supplemental Installment Purchase Contract, dated as of December 1, 2022, between the City and the Authority, as originally executed and entered into and as from time to time amended and supplemented in accordance with its terms.

First Supplemental Indenture

“First Supplemental Indenture” means this First Supplemental Indenture, dated as of December 1, 2022, between the Authority and the Trustee, supplemental to the Master Indenture, as originally executed and entered into and as from time to time amended and supplemented in accordance with its terms.

Master Indenture

“Master Indenture” means the Master Indenture, dated as of December 1, 2022, between the Authority and the Trustee, as originally executed and entered into and as from time to time amended and supplemented in accordance with its terms.

Prior Subordinate Notes

“Prior Subordinate Notes” means the Authority’s Subordinate Wastewater Revenue Notes, Series A.

Series 2022B Bonds

“Series 2022B Bonds” means the City of San José Financing Authority Wastewater Revenue Bonds, Series 2022B (Green Bonds – Climate Bond Certified).

Series 2022B Costs of Issuance Account

“Series 2022B Costs of Issuance Account” means the account by that name within the Costs of Issuance Fund established under Section 2.06(a) hereof for the Series 2022B Bonds.

Series 2022B Refunding Fund

“Series 2022B Refunding Fund” means the fund by that name established under Section 2.06(b) hereof.

Series 2022B Term Bonds

“Series 2022B Term Bonds” means the Series 2022B Bonds maturing on November 1, 20[].

ARTICLE II

ISSUANCE OF SERIES 2022B BONDS

SECTION 2.01. Authorization and Purpose of Series 2022B Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2022B Bonds and has found, as a result of such review, and hereby finds and determines, that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the execution, authentication and delivery of the Series 2022B Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that, pursuant to each and every requirement of the Act and the Master Indenture and hereof, the Authority is now duly authorized to execute and the Trustee is now duly authorized to authenticate and deliver the Series 2022B Bonds in the form and manner provided herein for the purposes of refunding the outstanding Prior Subordinate Notes and that the Series 2022B Bonds shall be entitled to the benefit, protection and security of the provisions of the Act and the Master Indenture and hereof. The Authority determines that the Series 2022B Bonds shall not be secured by any Reserve Account.

SECTION 2.02. Terms of Series 2022B Bonds.

The Series 2022B Bonds shall be designated the “City of San José Financing Authority Wastewater Revenue Bonds, Series 2022B (Green Bonds – Climate Bond Certified),” shall be in the aggregate principal amount of \$[PRINCIPAL AMOUNT], shall be dated the date of the initial issuance thereof, shall be issued in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000), and shall mature on the dates and in the principal amounts and shall bear interest (payable on [May 1, 2023], and semiannually thereafter on May 1 and November 1 in each year), calculated on the basis of a

360-day year composed of twelve (12) thirty (30)-day calendar months, at the rates set forth in the following schedule:

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
	\$	%

Sinking Fund Account Payments are hereby established for the mandatory redemption and payment of the Series 2022B Term Bonds, which payments shall become due during the years ending on the dates and in the amounts as set forth in the following schedule (except that if any Series 2022B Term Bonds have been optionally redeemed pursuant to Section 2.03 hereof, the amounts of such Sinking Fund Account Payments shall be reduced in the manner determined by the Authority), namely:

Sinking Fund Payment Date
(November 1)

Sinking Fund Account
Payment
\$

±

±Final Maturity

All such Sinking Fund Account Payments shall be deposited in the Sinking Fund Subaccount in the Redemption Account. All money in the Sinking Fund Subaccount representing such Sinking Fund Payments shall be used and withdrawn by the Trustee (upon receipt of a Written Request of the Authority) at any time for the purchase of the Series 2022B Term Bonds, at public or private sale, as and when and at such prices (including brokerage and other charges) as the Authority may in its discretion determine, but not to exceed the principal amount of such Series 2022B Term Bonds; provided, that all money in the Sinking Fund Subaccount representing such Sinking Fund Account Payments on November 1 of each year during the period beginning on November 1, 20[___], and ending on November 1, 20[___], both dates inclusive, shall be used and withdrawn by the Trustee on such November 1 for the mandatory redemption or payment of the Series 2022B Term Bonds; and the Authority hereby agrees and covenants with the Holders of the Series 2022B Term Bonds to call and redeem in accordance with Section 2.03 hereof or pay the Series 2022B Term Bonds from the Sinking Fund Account Payments deposited in the Sinking Fund Subaccount pursuant to this paragraph whenever on November 1 of any year, beginning on November 1, 20[___], there is money in the Sinking Fund Subaccount available for such purpose.

SECTION 2.03. Redemption of Series 2022B Bonds. The Series 2022B Bonds maturing on or after November 1, 20[___], are subject to optional redemption prior to their respective maturity dates, at the option of the Authority, on any date on or after [November 1], 20[___], from any source of available funds, as a whole or in part, at a redemption price equal to the principal amount thereof called for redemption, plus accrued interest to the date fixed for redemption, without premium.

The Series 2022B Term Bonds are subject to mandatory redemption by the Authority prior to their maturity date, in part by lot on November 1 of each year on and after November 1, 20[___], from and in the amount of the Sinking Fund Account Payments due and payable on such dates, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

SECTION 2.04. Form of Series 2022B Bonds. The Series 2022B Bonds and the certificate of authentication, the assignment and the Securities Depository endorsement to appear thereon shall each be in substantially the forms set forth in Exhibit A hereto attached and incorporated herein.

SECTION 2.05. Use of Depository for Series 2022B Bonds. In accordance with the provisions of Section 3.08 of the Master Indenture, the Series 2022B Bonds shall be registered in the name of "Cede & Co.," as nominee of the Securities Depository, and each maturity of the Series 2022B Bonds shall be in the form of a separate single fully registered Series 2022B Bond in the principal amount set forth in Section 2.02 hereof.

SECTION 2.06. Application of Proceeds of Sale of Series 2022B Bonds. Upon the receipt of payment for the Series 2022B Bonds when the same shall have been duly sold by the Authority, the Trustee shall (upon receipt of a Written Request of the Authority) set aside and deposit or transfer the net proceeds of sale of the Series 2022B Bonds of \$[_____] (consisting of \$[PRINCIPAL AMOUNT] aggregate principal amount of the Series 2022B Bonds [plus/less] [net] original issue [premium/discount] on the Series 2022B Bonds of \$[_____] and

less the underwriting discount of \$[_____] in or to the following respective accounts or funds (or in a temporary account or fund in its books used to facilitate such transfers) in the following order of priority:

(a) The Trustee shall deposit in the Series 2022B Costs of Issuance Account, which account is hereby created and which account the Authority hereby agrees to maintain until [____], a sum equal to \$[_____]. All money in the Series 2022B Costs of Issuance Account shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2022B Bonds upon receipt of a Written Request of the Authority filed with the Trustee, each of which shall be sequentially numbered and shall state 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 account. On [____], or upon the earlier Written Request of the Authority, any remaining balance in the Series 2022B Costs of Issuance Account shall be withdrawn by the Trustee from the Series 2022B Costs of Issuance Account and deposited in the Revenue Fund and the Series 2022B Costs of Issuance Account shall be closed; and

(b) The Trustee shall deposit in the Series 2022B Refunding Fund, which fund is hereby created and which account the Authority hereby agrees to maintain, a sum equal to \$[_____]. Except as set forth below, all money in the Series 2022B Refunding Fund shall be used and withdrawn by the Trustee for the prepayment of the outstanding principal amount of the Prior Subordinate Notes, including, if applicable, payment of accrued and unpaid interest thereon, upon receipt of a Written Request of the Authority filed with the Trustee. The Authority hereby agrees to file such Written Request of the Authority with the Trustee in sufficient time and take such other actions as are necessary prepay and retire the outstanding Prior Subordinate Notes by a date not later than [_____]. Notwithstanding anything to the contrary contained in the Master Indenture, all interest received on the money deposited or invested in the Series 2022B Refunding Fund shall be retained in the Series 2022B Refunding Fund and, except as set forth in the following sentence, used and withdrawn for the purposes set forth above. When the outstanding principal amount of the Prior Subordinate Notes has been prepaid, as set forth in the Written Request of the Authority described above, the remaining amount on deposit in the Series 2022B Refunding Fund, if any, shall be transferred by the Trustee to the Revenue Fund and the Series 2022B Refunding Fund shall be closed.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Authority for this First Supplemental Indenture. This First Supplemental Indenture is executed under and pursuant to the provisions of the Act and is supplemental to and is executed in accordance with Articles II and VIII of the Master Indenture.

SECTION 3.02. Terms of Series 2022B Bonds Subject to the Master Indenture. Except as in this First Supplemental Indenture expressly provided, every agreement, condition, covenant and term contained in the Master Indenture shall apply to this First Supplemental Indenture and to the Series 2022B Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Supplemental Indenture.

SECTION 3.03. Execution. This First Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 3.04. Effective Date of this First Supplemental Indenture. This First Supplemental Indenture shall take effect from and after its execution and delivery.

IN WITNESS WHEREOF, the City of San José Financing Authority has caused this First Supplemental Indenture to be signed in its name by its Treasurer and Wilmington Trust, National Association, in token of its acceptance of the trusts created hereunder, has caused this First Supplemental Indenture to be signed by one of its officers thereunder duly authorized, all as of the day and year first above written.

Approved as to form:

NORA FRIMANN, City Attorney

By: _____
Chief Deputy City Attorney

CITY OF SAN JOSE FINANCING AUTHORITY

By: _____
Julia H. Cooper
Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

**EXHIBIT A
FORM OF SERIES 2022B BONDS**

CITY OF SAN JOSE FINANCING AUTHORITY
WASTEWATER REVENUE BOND
SERIES 2022B
(GREEN BONDS – CLIMATE BOND CERTIFIED)

No. R _____ \$ _____

Interest <u>Rate</u>	Maturity <u>Date</u>	Date <u>of Bond</u>	<u>CUSIP</u>
_____ %	November 1, 20__	_____, 2022	_____

REGISTERED OWNER:

PRINCIPAL SUM: DOLLARS

The City of San José Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”), for value received, hereby promises to pay (but only out of the Revenues and certain other funds hereinafter referred to) to the registered owner specified above, or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest thereon computed on the basis of a 360-day year of twelve (12) 30-day calendar months from the interest payment date next preceding the date of authentication of this Bond (unless such date of authentication is an interest payment date or is during the period from the day after the Record Date (as that term is hereinafter defined, and herein a “Record Date”) preceding an interest payment date to such interest payment date, both days inclusive, in which event it shall bear interest from such interest payment date, or unless such date of authentication is prior to the Record Date for the first interest payment date, in which event it shall bear interest from its date) until the principal hereof shall have been paid at the interest rate per annum specified above (payable on [May 1, 2023], and semiannually thereafter on May 1 and November 1 in each year). The interest due on this Bond on any interest payment date on or before the maturity or prior redemption hereof shall be payable in lawful money of the United States of America to the person whose name appears in the registration books required to be kept by Wilmington Trust, National Association (the “Trustee”) at its Corporate Trust Office (as that term is defined in the Master Indenture hereinafter referred to, and herein the “Corporate Trust Office”) as the registered owner hereof at the close of business on the fifteenth (15th) day of the calendar month immediately preceding each interest payment date (each such date, a “Record Date”), whether or not such Record Date is a Business Day, and shall be paid by check mailed on such interest payment date by first class mail to such registered owner at the address of such registered owner as it appears on such registration books; provided, that upon the written request of the registered owner of one million

dollars (\$1,000,000) or more in aggregate principal amount of Bonds received by the Trustee prior to the applicable Record Date (which such request shall remain in effect until rescinded in writing by such registered owner), interest shall be paid on each interest payment date by wire transfer of immediately available funds to an account maintained in any state or national bank or trust company in the United States of America that is a member of the Federal Reserve System designated in writing by such registered owner to the Trustee. The principal of and the redemption premium, if any, due on this Bond on the maturity date or prior redemption date hereof shall be payable in lawful money of the United States of America to the person whose name appears in such registration books as the registered owner hereof at the close of business on the Record Date for such maturity date or prior redemption date, such principal and redemption premium, if any, to be paid upon surrender of this Bond by the registered owner thereof on such maturity date or prior redemption date to the Trustee at the Corporate Trust Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its “City of San José Financing Authority Wastewater Revenue Bonds, Series 2022B (Green Bonds – Climate Bond Certified)” (the “Series 2022B Bonds”) issued in the aggregate principal amount of \$[PRINCIPAL AMOUNT], all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities, interest rates, or redemption provisions), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act of the State of California (being Chapter 5 of Division 7 of Title 1 of the California Government Code, and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a Master Indenture, dated as of December 1, 2022 (the “Master Indenture”), between the Authority and the Trustee, which Master Indenture authorized the issuance in various series from time to time of an unlimited aggregate principal amount of “City of San José Financing Authority Wastewater Revenue Bonds” (the “Bonds”), and a First Supplemental Indenture, dated as of December 1, 2022 (the “First Supplemental Indenture,” and together with the Master Indenture, the “Indentures”), between the Authority and the Trustee, which supplements and amends the Master Indenture (copies of which are on file at the Corporate Trust Office of the Trustee).

The Series 2022B Bonds are issued for the purpose of refunding certain prior obligations of the Authority, the proceeds of which were used to finance and refinance the acquisition, construction and installation of certain improvements, additions, and betterments to, and extensions and rehabilitations of, the Treatment Plant (as defined in the Master Indenture) pursuant to the terms of the Master Installment Purchase Contract, dated as of December 1, 2022, between the City of San José (the “City”) and the Authority, as supplemented by a First Supplemental Installment Purchase Contract, dated as of December 1, 2022, between the City and the Authority. The Series 2022B Bonds are limited obligations of the Authority and are payable, as to interest thereon, the principal thereof, and any redemption premiums thereon, solely from the Revenues (as defined in the Master Indenture) and the funds held in the accounts and funds established under the Indentures as provided therein, and the Authority is not obligated to pay the interest on or the principal of or the redemption premiums, if any, on the Series 2022B Bonds except from the Revenues and such other funds. The Series 2022B Bonds are equally and ratably secured in accordance with the terms and conditions of the Indentures by a pledge of and charge and lien upon the Revenues and such other funds, and the Revenues and such other funds constitute a trust fund for the security and payment of the interest on and the principal of and the

redemption premiums, if any, on the Series 2022B Bonds as provided in the Indentures. The full faith and credit of the Authority is not pledged for the payment of the interest on or the principal of or the redemption premiums, if any, on the Series 2022B Bonds, and no tax or assessment shall ever be levied or collected to pay the interest on or the principal of or the redemption premiums, if any, on the Series 2022B Bonds. The Series 2022B Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the Authority or any of its income or receipts except the Revenues and such other funds, and neither the payment of the interest on or the principal of or the redemption premiums, if any, on the Series 2022B Bonds is a debt, liability or obligation of the Authority. The Series 2022B Bonds do not constitute an indebtedness of the Authority within the meaning of any constitutional or statutory debt limitation or restriction, and neither the Authority nor any officer or employee thereof shall be liable for the payment of the interest thereon, the principal thereof and any redemption premiums thereon otherwise than from the Revenues and such other funds. Reference is hereby made to the Act and to the Indentures and to any and all amendments thereof and supplements thereto for a description of the terms on which the Series 2022B Bonds are issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owners of the Series 2022B Bonds, the security for payment of the Series 2022B Bonds, the remedies upon default and limitations thereon, and for the amendment of the Indentures (with or without consent of the registered owners of the Series 2022B Bonds); and all the terms of the Indentures are hereby incorporated herein and constitute a contract between the Authority and the registered owner of this Series 2022B Bond, to all the provisions of which the registered owner of this Series 2022B Bond, by acceptance hereof, agrees and consents.

The Series 2022B Bonds are subject to redemption prior to maturity as provided for in the Indentures.

The Series 2022B Bonds are not subject to acceleration if an Event of Default occurs and is continuing under the Indentures.

This Series 2022B Bond is transferable only on a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such registered owner's duly authorized attorney upon payment of the charges provided in the Master Indenture and upon surrender of this Series 2022B Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such registered owner's duly authorized attorney, and thereupon a new fully registered Series 2022B Bond or Bonds in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and the principal hereof and the redemption premium, if any, hereon and for all other purposes, whether or not this Series 2022B Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and the principal of and the redemption premium, if any, on this Series 2022B Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Series 2022B Bond to the extent of the sum or sums so paid.

This Series 2022B Bond shall not be entitled to any benefit, protection or security under the Indentures or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Series 2022B Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Series 2022B Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Series 2022B Bonds permitted to be issued under the Indentures.

IN WITNESS WHEREOF, the City of San José Financing Authority has caused this Series 2022B Bond to be executed in its name and on its behalf by the manual or facsimile signature of an Authorized Representative, and has caused this Series 2022B Bond to be dated as of _____, 2022.

CITY OF SAN JOSE FINANCING AUTHORITY

By: _____
Julia H. Cooper
Treasurer

[FORM OF CERTIFICATE OF AUTHENTICATION TO APPEAR
ON SERIES 2022B BONDS]

This is one of the Series 2022B Bonds described in the within-mentioned Indentures which has been authenticated on _____.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT TO APPEAR ON SERIES 2022B BONDS]

For value received the undersigned hereby sells, assigns and transfers unto _____ (Taxpayer Identification Number: _____) the within Series 2022B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Note: The signature to this Assignment must correspond with the name as written on the face of this Series 2022B Bond in every particular, without alteration or enlargement or any change whatever, and the signature must be guaranteed by an eligible guarantor institution.

[FORM OF DTC ENDORSEMENT TO APPEAR ON SERIES 2022B BONDS]

Unless this Series 2022B Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate 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 OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.