

OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST

TO

**BOKF, NA,
as Trustee**

SERIES 2021B SUPPLEMENTAL BOND INDENTURE

DATED AS OF JANUARY 1, 2018

This Series 2021B Supplemental Bond Indenture as it modifies and supplements a General Bond Indenture dated as of April 1, 2013, as previously supplemented and amended, all by and between the same parties together with any bond indenture supplemental hereto authorizing the issuance of bonds thereunder as provided herein constitutes a security agreement authorizing the issuance and securing the payment of bonds of the Oklahoma City Economic Development Trust entitled “Oklahoma City Economic Development Trust Tax Apportionment Refunding Bonds (Increment District #8 Project), Tax Exempt Series 2021B” in the principal amount of \$_____.

OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST

**TAX APPORTIONMENT BONDS
(INCREMENT DISTRICT #8 PROJECT)
TAX EXEMPT SERIES 2021B**

SERIES 2021B SUPPLEMENTAL BOND INDENTURE

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**OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
TAX APPORTIONMENT BONDS
(INCREMENT DISTRICT #8 PROJECT)
TAXABLE SERIES 2021B**

SERIES 2021B SUPPLEMENTAL BOND INDENTURE

THIS SERIES 2021B SUPPLEMENTAL BOND INDENTURE, dated as of the 1st day of August, 2021, by and among the OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST, an Oklahoma public trust acting by and through its Trustees (the “TRUST”) and BOKF, NA, as trustee, a national banking association duly organized and doing business under the laws of the United States of America, which bank is authorized under such laws to exercise corporate trust powers (hereinafter, together with any bank or trust company appointed as successor trustee hereunder called “TRUSTEE”), supplements and amends the General Bond Indenture dated as of August 1, 2021, by and between the TRUST and the TRUSTEE (the “General Bond Indenture”), as may be further supplemented and amended from time to time.

W I T N E S S E T H :

WHEREAS, the TRUST was created by a Trust Indenture, originally dated October 9, 2007, as amended and supplemented, designating certain individuals as Trustees of the TRUST for the use and benefit of the City of Oklahoma City (the “City”) under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Public Trust Act (the “Act”) and other applicable statutes of the State of Oklahoma; and

WHEREAS, the TRUST has determined to issue its Tax Apportionment Refunding Bonds (Increment District #8), Taxable Series 2021B in the original principal amount of \$_____ (the “Series 2021B Bonds”) for the purpose of providing funds to: (i) refund the outstanding amount of the Trust’s Tax Apportionment Bonds, Series 2013B Tax-Exempt, dated April 17, 2013, issued in the original principal amount of \$23,840,000; (ii) fund a debt service reserve, if necessary; and (iii) pay certain costs associated with the issuance of the Series 2021B Bonds; and

WHEREAS, this Series 2021B Supplemental Bond Indenture as it supplements and amends the General Bond Indenture (herein together called the “Indenture”), is entered into to authorize the issuance and secure the payment of the Series 2021B Bonds; and

WHEREAS, all things required by the laws of the State of Oklahoma to make this Series 2021B Supplemental Bond Indenture, as same may be supplemented from time to time, a valid and binding agreement by and between the TRUSTEE and the TRUST have been done, happened and performed.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the issuance of the bonds by the TRUST and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the TRUSTEE and the TRUST agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The terms used herein shall have the meanings given to them in the General Bond Indenture, unless otherwise defined herein. In each and every place in and throughout this Series 2021B Supplemental Bond Indenture, whenever the following terms, or any of them are used, unless the context shall clearly indicate another or different meaning or intent, they shall have the following meanings:

“Arbitrage Certificate” shall mean the Arbitrage and Use of Proceeds Certificate of the Trust dated August [26], 2021, and executed and delivered by the Chairman of the Trust.

“Closing Order” shall mean an order directed to the Trustee executed by an authorized officer of the Trust directing the transfer, deposit or payment of the proceeds of the Series 2021B Bonds, upon payment for and delivery of the Series 2021B Bonds.

“General Bond Indenture” shall mean the General Bond Indenture dated as of August 1, 2021, by and between the Trust and the Trustee providing for the issuance by the Trust of Tax Apportionment Bonds from time to time to fund the Project, including the Refunding.

“Indenture” or “Bond Indenture” shall mean the General Bond Indenture as supplemented and modified by this Series 2021B Supplemental Bond Indenture and as further amended from time to time.

“Project” shall have the meaning contemplated under the General Bond Indenture, including specifically to accomplish the Refunding, along with related costs.

“Refunding” shall mean the refunding of the Trust’s Tax Apportionment Bonds, Series 2013B Tax Exempt, dated April 17, 2013, issued in the original principal amount of \$23,840,000.

[“Reserve Requirement” shall mean, with respect to the Series 2021B Bonds, that amount as set forth in Section 4.05 herein.]

“Series 2021B Bonds” shall mean the Trust’s Tax Apportionment Refunding Bonds (Increment District #8 Project), Taxable Series 2021B issued pursuant to this Series 2021B Supplemental Bond Indenture.

“Series 2021B Supplemental Bond Indenture” shall mean this Series 2021B Supplemental Bond Indenture dated as of August 1, 2021, between the Trust and the Trustee, as it may be amended from time to time.

“Underwriter” shall mean BOK Financial Securities, Inc., as sole underwriter pertaining to the Series 2021B Bonds.

SECTION 1.02. Interpretation. For all purposes of this Series 2021B Supplemental Bond Indenture, unless the context shall otherwise indicate, (1) words used in the singular number shall include the plural, and vice versa; (2) the word “person” shall include all legally cognizable entities; (3) the words “hereof” and “herein” shall be construed to refer to the entirety of this Series 2021B Supplemental Bond Indenture and not restricted to the particular article, section, subsection or paragraph in which they occur; and (4) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

End of Article I

ARTICLE II

GRANTING CLAUSE

The TRUST acting by and through its Trustees, in consideration of the premises, the acceptance by the TRUSTEE of the trusts hereby created and of the purchase and acceptance of the Series 2021B Bonds; and also for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money of the United States of America to it duly paid by the TRUSTEE at or before the execution and delivery of this Series 2021B Supplemental Bond Indenture, and for other good and valuable consideration the receipt whereof is hereby acknowledged; and for the purpose of fixing and declaring the terms and conditions upon which the Series 2021B Bonds is to be issued, authenticated, delivered, and secured; and in order to secure the payment of all the bonds at any time issued and outstanding under the Indenture and the interest and the redemption premium, if any, thereon according to their tenor, purport and effect; and in order to secure the express or implied undertakings therein and herein contained, has executed and delivered this Series 2021B Supplemental Bond Indenture and by this Series 2021B Supplemental Bond Indenture has GIVEN, GRANTED, ASSIGNED, PLEDGED, AND CONVEYED A SECURITY INTEREST, and does GIVE, GRANT, ASSIGN, PLEDGE, AND CONVEY A SECURITY INTEREST unto the TRUSTEE and its successor or successors in trust, in all of the following property:

- (1) The right, title and interest of the TRUST in and to the Security Agreement and the Tax Increment Revenue derived pursuant thereto; and
- (2) All rights, title and interests of the TRUST in and to the Agreement of Support and any revenues derived thereunder; and
- (3) Any revenues resulting from the exercise of the rights of the TRUST as a third-party beneficiary of the Covenant Agreement to enforce the provisions thereof, including the power to enforce the payment of the Minimum Annual Payment (as defined in the Covenant Agreement); and
- (4) All proceeds from the sale of bonds; and
- (5) All funds and accounts created hereunder except any fund created by Supplemental Indenture and specifically excluded from the lien and pledge of the Indenture or created to receive any monies from a Credit Facility which is pledged to the payment of only that Series of Bonds secured by such Credit Facility and any fund created by Supplemental Indenture to receive monies subject to rebate to the United States Government which shall be held in trust for payment to the United States Government.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed to be, to the TRUSTEE and its successor or successors in trust and to them and their assigns forever, IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all and singular the present and future holders and owners of bonds issued or to be issued under and secured by the Indenture without preference, priority or distinction as to lien or otherwise, except as may otherwise be provided

herein, of any one bond over any other bond by reason of priority in their issue, sale or otherwise, all as herein provided.

PROVIDED, HOWEVER, that if the TRUST, its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment, pursuant to the provisions of the Indenture of the principal of the bonds, premium, if any, and the interest due on or to become due thereon, at the times and in the manner set forth in the Series 2021B Bonds and this Series 2021B Supplemental Bond Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and agreements as provided herein and pursuant to the terms and provisions hereof, then upon such performance and payments this Series 2021B Supplemental Bond Indenture and the rights hereby granted shall cease, terminate and be void as provided by the applicable defeasance provisions of the Indenture; otherwise the Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that the Series 2021B Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby given, granted, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter and in the Indenture expressed, and the TRUST has agreed and covenanted, and does hereby agree and covenant, with the TRUSTEE and with the registered owner, from time to time, of the Series 2021B Bonds, as follows:

End of Article II

ARTICLE III

AUTHORIZATION, TERMS AND CONDITIONS OF SERIES 2021B BONDS

SECTION 3.01. Bonds Issuable Under this Article Only. No Bonds may be issued under the provisions of this Series 2021B Supplemental Bond Indenture except in accordance with the provisions of this Article.

SECTION 3.02. Maturities, Interest Rate, Redemption. The Series 2021B Bonds shall be dated August __, 2021, numbered in such manner as the TRUSTEE shall determine and numbered 1 upwards, and shall be in fully registered form in denominations of \$5,000 or any integral multiple of \$5,000 (an “Authorized Denomination”). The Bonds shall mature on March 1 in each of the years and in the amounts and shall bear interest at the rate per annum, all as set forth below:

Serial Bonds

<u>Maturity</u> <u>March 1</u>	<u>Principal</u> <u>Amounts</u>	<u>Interest</u> <u>Rate</u>	<u>Reoffering</u> <u>Yield</u>	Price
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Interest on the Series 2021B Bonds shall be payable semiannually on March 1 and September 1 of each year, beginning March 1, 2022, and continuing until the principal amount of the Bonds is paid; provided, however, if any March 1 or September 1 shall not be a Business Day, principal (if any) and interest shall be paid on the next succeeding date which is a Business Day and shall be deemed received as of such first day of the month. Interest on the Series 2021B Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Notwithstanding anything in this Indenture to the contrary, the interest rate borne by the Series 2021B Bonds shall not exceed the maximum permitted by law. Both the principal of, redemption premium, if any, and interest on the Series 2021B Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts at the offices of the TRUSTEE.

Payments of interest due on the Series 2021B Bonds shall be remitted by wire, check or draft mailed, postage prepaid to the person appearing as registered owner on the registration books maintained by the TRUSTEE. Payment of the principal of the Series 2021B Bonds shall be made by the TRUSTEE upon the presentation and surrender of the Bonds as the same shall become due and payable.

Terms of Redemption

Optional Redemption

The Series 2021B Bonds maturing on or after March 1, 20__, shall be subject to redemption at the option of the TRUST from available monies, in whole or in part on any date, on or after June 1, 20__, at par, plus accrued interest to the date fixed for redemption.

[Scheduled Mandatory Sinking Fund Redemption of Series 2021B Term Bonds]

The Series 2021 Term Bonds maturing March 1 in each of the years 20__, and 20__ are subject to mandatory redemption prior to their maturities, in part by lot, on June 1 of each of the years and in the principal amounts set forth below at a redemption price of 100% of the principal amounts of such Bonds, plus interest accrued to the date fixed for redemption.

____ % March 1, 20__ Term Bond Series 2021

Year	Amount
20__	\$,000
20__	,000
20__*	,000

Final Maturity*]

Partial Redemption.

If less than all of the Series 2021B Bonds are to be redeemed, the Series 2021B Bonds shall be redeemed only in integral multiples of \$5,000. The Trustee is to treat any Series 2021B Bond of a denomination greater than \$5,000 as representing that number of separate Series 2021B Bonds each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Series 2021B Bond by \$5,000. Upon surrender of any Series 2021B Bond for redemption in part, the Trustee is to execute and deliver to the Owner thereof, at no expense of the Owner, a new Series 2021B Bond or Series 2021B Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bonds so surrendered.

Notice of Redemption

In the event any of the Series 2021B Bonds or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid which may be conditional, notice thereof identifying the Series 2021B Bonds or portions thereof to be redeemed and any conditions to such redemption will be given by the TRUSTEE by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Series 2021B Bond to be redeemed in whole or in part at the address shown

on the registration books. All Series 2021B Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

SECTION 3.03. Form of Series 2021B Bonds. The Series 2021B Bonds originally authorized and issued hereunder shall be substantially in the form set forth on Exhibit “B”, attached hereto, with such additional variations, omissions and insertions as are permitted or required by this Series 2021B Supplemental Bond Indenture. The Series 2021B Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any securities exchange on which the Series 2021B Bonds may be listed on any usage or requirement of law with respect thereto. The Series 2021B Bonds may bear identifying so-called CUSIP numbers but any failure to include such numbers or any error in any CUSIP number so included shall not in any way affect the validity of the Series 2021B Bonds.

SECTION 3.04. Delivery of the Series 2021B Bonds. Upon the execution and delivery of this Series 2021B Supplemental Bond Indenture, the TRUST shall execute and deliver to the TRUSTEE and the TRUSTEE shall authenticate the Series 2021B Bonds and deliver said Series 2021B Bonds to the purchasers as hereinafter in this Section provided.

Prior to the delivery by the TRUSTEE of the Series 2021B Bonds there shall be filed with the TRUSTEE:

(a) A copy, duly certified by the Secretary of the TRUST, of the resolution adopted by said TRUST authorizing the execution and delivery of this Series 2021B Supplemental Bond Indenture and the authorization, issuance, sale and delivery of the Series 2021B Bonds.

(b) Original executed counterparts or certified copies of the Indenture.

(c) A signed copy of the opinion of bond counsel.

SECTION 3.05. DTC Eligible. The Series 2021B Bonds are DTC (Depository Trust Company) eligible and will be initially delivered in book entry form.

SECTION 3.06. Book-Entry Only System; Termination.

(a) So long as any Bonds are in book-entry only form, the TRUSTEE shall comply with the terms of the TRUST’S blanket letter of representations (herein the “Representation Letter”). References herein to Bondholders or registered Owners of Bonds shall mean the registered Owner as set forth in the Representation Letter, and shall not mean the beneficial Owners of the Bonds. However the book-entry system through DTC may be terminated upon the happening of any of the following:

a. DTC or the TRUST advises the TRUSTEE that DTC is no longer willing or able to properly discharge its responsibilities under the Representation Letter

and the TRUSTEE or the TRUST is unable to locate a qualified successor clearing agency satisfactory to the TRUSTEE and the TRUST;

- b. The TRUST, in its sole discretion, but with the consent of the TRUSTEE, elects to terminate the book-entry system by notice to DTC and the TRUSTEE; or
- c. After the occurrence of an Event of Default (at which time the TRUSTEE promptly shall notify DTC of such Event of Default), the beneficial Owners of a majority in aggregate principal amount of the Bonds advise the TRUSTEE in writing, through DTC that the continuation of a book-entry system through DTC, to the exclusion of any definitive Bond certificates being issued to any person other than DTC or its nominee is no longer in the best interest of the beneficial Owners.

(b) Upon the occurrence of any event described in subsection (a) above, the TRUSTEE shall notify DTC of the occurrence of such event and of the availability of definitive Bond certificates to beneficial Owners requesting the same, in an aggregate outstanding amount representing the interest of each Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest. Definitive Bond certificates shall be issued only upon surrender to the TRUSTEE of the Bonds by DTC, accompanied by registration instructions from DTC to the definitive Bond certificates. Neither the TRUST nor the TRUSTEE shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions. Upon issuance of definitive Bond certificates, the Representation Letter shall no longer be in force and effect, and the TRUSTEE shall perform its obligations as required hereunder that were performed by DTC.

SECTION 3.07. Notices to DTC. Whenever notice or other communication to the Bondholders is required by the TRUSTEE under the Indenture, the TRUSTEE shall give all such notices and communications specified herein or required by the Indenture to be given to Bondholders to DTC.

End of Article III

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 4.01. Application of Proceeds of the Series 2021B Bonds. The proceeds, including accrued interest and premium, if any, received from the sale of the Series 2021B Bonds, shall be applied simultaneously with the delivery of such Series 2021B Bonds to the original purchasers thereof, as set forth in the Closing Order as follows:

- (a) Deposit \$_____ to the Escrow Deposit Fund to accomplish the Refunding.
- (b) The TRUST shall disburse proceeds of the Series 2021B Bonds to the TRUSTEE for the purpose of accomplishing the Project.
- (c) The TRUST shall disburse proceeds of the Series 2021B Bonds to the 2018 Project Account of the Project Fund.
- (d) [The amount required to satisfy the Reserve Requirement under the Indenture shall be deposited in the Series 2021B Reserve Account of the Bond Fund.]
- (e) The fees and expenses of the issuance of the Series 2021B Bonds will be paid according to a written Closing Order signed by the Chairman or Vice Chairman of the TRUST.
- (f) The remainder of the proceeds of the Series 2021B Bonds after the disbursements and transfers referenced in paragraphs (a), (b), (c), (d) and (e) of this Section shall be transferred to the Interest Account of the Bond Fund established pursuant to the Bond Indenture and shall be used to pay interest due on the Series 2021B Bonds on September 1, 2021.

The forgoing application of the proceeds of the Series 2021B Bonds may be altered as set out in the Closing Order executed by the Chairman or Vice Chairman of the TRUST.

SECTION 4.02. Funds and Accounts Created by General Bond Indenture. Except to the extent modified in this Series 2021B Supplemental Bond Indenture, the Funds and Accounts created and established by the Indenture shall be utilized in the manner set out therein to secure and pay the Series 2021B Bonds.

SECTION 4.03. Rebate Fund.

- (a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund. Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary to comply with the terms and conditions of the Arbitrage Certificate. Subject to the transfer provisions provided in paragraph (c) below, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as

defined in the Arbitrage Certificate), for payment to the federal government of the United States of America, and neither the Trust nor the Holder of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, and by the Arbitrage Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Trust, including supplying all necessary information in the manner provided in the Arbitrage Certificate to the extent such information is reasonably available to the Trustee, and shall have no liability or responsibility to monitor or enforce compliance by the Trust with the terms of the Arbitrage Certificate.

(b) The Trust agrees to compute or cause to be computed the Rebate Amount, as defined in the Arbitrage Certificate, as of each Computation Date, as defined in the Arbitrage Certificate in accordance with the Arbitrage Certificate, if appropriate. The Trustee is not responsible for calculating the Rebate Amount but may hire with the consent of the Trust, at the Trust's expense, an independent third party to make such calculations.

(c) Upon receipt of the Trust's written directions, the Trustee shall remit part or all of the balances in the Rebate Fund to the United States, as so directed. In addition, if the Trust so directs, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed by the Trust's written direction. Any amounts remaining in the Rebate Fund after each five year period and after redemption and payment of all of the Series 2021B Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Trust.

The Trust shall pay, if appropriate, (i) not later than 60 days after the end of each five-year period following the date of issuance of the Series 2021B Bonds, an amount such that, together with amounts previously paid, the total amount paid to the United States is not less than 90% of the Rebate Amount calculated as of the end of the most recent Computation Period, and (ii) not later than 60 days after the date the Series 2021B Bonds have been paid or redeemed, 100% of the Rebate Amount as of the end of the final Computation Period.

(d) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the Rebate Fund or from other moneys provided to it by the Trust.

(e) The Trustee shall invest all amounts held in the Rebate Fund in Authorized Investments as directed in writing by the Trust, subject to the restrictions set forth in the Arbitrage Certificate. Money shall not be transferred from the Rebate Fund except as provided in paragraph (c).

(f) Notwithstanding any other provision of this Indenture, the obligation to remit the Rebate Amounts to the United States and to comply with all other requirements

of this Section 4.03 and the Arbitrage Certificate shall survive the defeasance or payment in full of the Series 2021B Bonds.

Notwithstanding anything in this Series 2021 Supplemental Bond Indenture to the contrary, in the event the Trust shall receive an opinion of nationally recognized bond counsel to the effect that it is not necessary under existing statutes and court decisions to pay any amount attributable to earnings on funds held under this Series 2021 Supplemental Bond Indenture to the United States in order to preserve the exclusion from gross income of interest on the Series 2021B Bonds, then the provisions of this Section need not be complied with and shall no longer be effective.

All terms used in this Section and not otherwise defined, are used as defined in the Arbitrage Certificate.

SECTION 4.04. Non-Arbitrage. Notwithstanding all the provisions of the Indenture, moneys in the various Funds and Accounts created under the Indenture or any indenture supplementary or amendatory hereto shall not be allowed to accumulate or be invested in a manner which would result in the loss of the exclusion of interest on the Series 2021B Bonds from gross income for purposes of Federal income taxation or in such manner which would result in the Series 2021B Bonds constituting “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986 or any applicable subsequently enacted tax legislation. Provided, however, the Trustee shall in no event be held liable if the Series 2021B Bonds are ever determined to be arbitrage bonds.

In furtherance of this provision, all investment of funds held under the Indenture referred to in the Arbitrage Certificate shall be invested, and the earnings thereon applied, in accordance with the expectations and procedures set forth in the Arbitrage Certificate. The Trust shall provide moneys to the extent necessary to fund rebate payments required by the Arbitrage Certificate.

SECTION 4.05. [Series 2021B Reserve Account; Reserve Requirement. There is hereby created a Series 2021B Reserve Account within the Bond Fund as defined in the Indenture. Said Series 2021B Reserve Account shall be utilized as more fully set out herein and in Section 5.07 of the General Bond Indenture. The Reserve Requirement with respect to the Series 2021B Bonds shall be an amount equal to \$_____, said amount does not exceed the least of maximum annual debt service on the Series 2021B Bonds, 125% of average annual debt service on the Series 2021B Bonds or 10% of the proceeds of the Series 2021B Bonds.]

End of Article IV

ARTICLE V

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End of Article V

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Incorporation of General Bond Indenture. This Series 2021B Supplemental Bond Indenture has been approved by the TRUST and the TRUSTEE and is authorized pursuant to the General Bond Indenture by and between the TRUST and the TRUSTEE which General Bond Indenture is incorporated herein by reference and this Series 2021B Supplemental Bond Indenture, and the General Bond Indenture, as supplemented and amended by this Series 2021B Supplemental Bond Indenture, and as all thereof may further be amended and supplemented from time to time, shall be read together as one document for the equal and proportionate benefit of the owners of all the Series 2021B Bonds from time to time outstanding, to the end that the grant and pledge and the rights, powers, privileges and immunities granted and set out in the Indenture shall inure to the benefit of the owners of the Series 2021B Bonds and all bonds issued on a parity therewith.

SECTION 6.02. Successors and Assigns. All terms, provisions, conditions, covenants, warranties and agreements contained herein shall be binding upon the successors and assigns of the TRUST and all such terms, provisions, conditions, covenants, warranties and agreements shall likewise inure to the benefit of the TRUSTEE, its successors or substitutes in trust and assigns, and to the benefit of everyone who may at any time be a beneficiary hereunder. The illegality or invalidity of any provisions or part of the Indenture shall in no way affect any of the other provisions and parts hereof.

SECTION 6.03. Liability Limited To Trust Estate. All expenses and obligations, and all debts, damages, judgments, decrees or liabilities, incurred by any trustee, temporary or permanent or both, or incurred by any receiver, and any of the foregoing incurred by any agent, servant or employee of the aforesaid trustees or receiver, in the execution of the purposes of the Indenture, shall be solely chargeable to and payable out of the Trust Estate. In no event shall any TRUSTEE, temporary or permanent, or any receiver, in any manner be individually liable for any damage, or for breach of contract or obligations caused by, arising from, incident to, or growing out of the execution of the Indenture nor shall they or any of them be liable for the acts or omission of each other, or of any agent, servant or employee of the aforesaid trustees, or of another such trustee or of any receiver.

SECTION 6.04. Preservation and Inspection of Documents. All documents received by the TRUSTEE under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the TRUST, the City, and any Bondholders and their agents and their representatives, any of whom may make copies thereof under such reasonable terms and regulations as the TRUSTEE may prescribe.

SECTION 6.05. Parties Interested Herein. Nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the TRUST, the TRUSTEE, and the Bondholders any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereon; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the TRUST shall be for the sole and exclusive benefit of the TRUST, the TRUSTEE, and the Bondholders.

SECTION 6.06. No Recourse on the Series 2021B Bonds. No recourse shall be had for the payment of the principal of or interest on the Series 2021B Bonds or for any claim based thereon or in the Indenture against any officer, director, shareholder, employee, or agent of the City or the TRUSTEE or any director, officer, employee, or agent of the TRUST.

SECTION 6.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Indenture on the part of the TRUST, or the TRUSTEE to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Indenture.

SECTION 6.08. Successors. Whenever in the Indenture the TRUST, or the TRUSTEE is named or referred to, it shall be deemed to include any other entity organized and existing, which succeeds to the principal functions and powers of such entity, and all the covenants and agreements contained herein by or on behalf of such entity shall bind and inure to the benefit of said successor whether so expressed or not.

SECTION 6.09. Consents and Approvals. Whenever the written consent or approval of the TRUST, TRUSTEE, the City, or bondholders shall be required under the provisions of the Indenture, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 6.10. Notices, Demands and Requests. All notices, demands and requests to be given or made hereunder to or by the TRUST, the City, or the TRUSTEE shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

(a) TRUST

Oklahoma City Economic Development Trust
200 North Walker
Oklahoma City, Oklahoma 73102

(b) TRUSTEE

BOKF, NA
499 W. Sheridan Ave., Suite 2600
Oklahoma City, OK 73102
ATTN: Corporate Trust Dept.

(c) City

City of Oklahoma City, Oklahoma
City Hall
200 North Walker
Oklahoma City, Oklahoma 73102
Attn: City Clerk

The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid, to the other parties by the party effecting the change.

SECTION 6.11. Counterparts. This Series 2021B Supplemental Bond Indenture 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 6.12. Applicable Law. The Indenture shall be governed exclusively by the applicable laws of the State.

SECTION 6.13. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Sections of the Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of the Indenture.

SECTION 6.14. Indenture to Constitute a Contract. The Indenture, upon execution by the TRUST and execution by the TRUSTEE shall constitute a third party beneficiary contract by and between the TRUST and the TRUSTEE for the equal and proportionate benefit of the holders of all the bonds and the Credit Facility Providers.

SECTION 6.15. [Left Blank Intentionally]

SECTION 6.16. Compensation. Notwithstanding any provision in the General Bond Indenture or this Series 2021B Supplemental Bond Indenture to the contrary, the TRUST and the TRUSTEE agree that the TRUSTEE shall be entitled to receive an annual fee in the amount of \$1,800.00, as compensation for services rendered under this Series 2021B Supplemental Bond Indenture. The TRUSTEE shall also be entitled to receive reimbursement from the TRUST for all reasonable expenses, charges, counsel fees and other disbursements, including those for attorneys, agents, and employees, incurred in and about the performance of its powers and duties under this Series 2021B Supplemental Bond Indenture. Any term or provision hereof to the contrary notwithstanding, the TRUSTEE shall not be required to take any action under or pursuant to the direction and control of any Credit Facility Provider or the holders of the Series 2021B Bonds, upon the occurrence and continuance of an Event of Default, unless the TRUSTEE shall first have been indemnified and secured to the satisfaction of the TRUSTEE against all costs, expenses and liabilities, including attorney fees, which may be incurred by the TRUSTEE in conjunction with such action.

SECTION 6.17. Books and Records; Annual Audit. The TRUST shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74 Oklahoma Statutes, as amended, Section 212A (B), as amended, selected by the Trustees of the TRUST.

Not more than 190 days after the close of each fiscal year of the TRUST, the TRUST shall furnish to the TRUSTEE, and to any requesting bondholder a report which includes financial statements prepared by the TRUST and audited by the firm of independent certified public

accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74 Oklahoma Statutes, as amended, Section 212A (B), as amended.

SECTION 6.18. Compliance with Arbitrage Certificate. The Trust covenants and agrees to comply with the requirements set forth in the Arbitrage Certificate for the express purpose that interest on the Series 2021B Bonds be and remain excludable from gross income under Section 103 of the Internal Revenue Code of 1986 or any applicable subsequently enacted tax legislation. The TRUST shall promptly provide to the holders of the Series 2021B Bonds a copy of any opinions of Bond Counsel (as defined in the Arbitrage Certificate) pertaining to compliance with the applicable provisions therein.

SECTION 6.19. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

End of Article VI

IN WITNESS WHEREOF, the TRUST has caused this Series 2021B Supplemental Bond Indenture to be executed by its Chairman and attested by its Secretary and has caused the seal of the TRUST to be affixed hereto and the TRUSTEE for itself, its successors or assigns, as TRUSTEE, has caused this Series 2021B Supplemental Indenture to be executed by its Corporate Trust Officer all as of the day and year first above written.

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST

(SEAL)

By: _____
Chairperson

ATTEST:

By: _____
Trust Secretary

BOKF, NA, as TRUSTEE

By: _____
Corporate Trust Officer

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of August, 2021, by _____, Chairman of Oklahoma City Economic Development Trust, a public trust, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My Commission Expires 02/03/2024.
Commission No. 12001112.

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said State on the __ day of October, 2021, personally appeared _____, to me known to be a Senior Vice President of BOKF, NA, and to me further known to be the identical person who subscribed the name of said Trustee as one of the makers thereof to the foregoing instrument as such officer and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Bank, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My Commission Expires 02/03/2024.
Commission No. 12001112.

EXHIBIT "A"

(FORM OF SERIES 2021B BONDS)

No. R- _____ \$ _____

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
TAX APPORTIONMENT REFUNDING BONDS
(INCREMENT DISTRICT #8),
TAXABLE SERIES 2021B

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
_____ %	_____ 1, 20__	August __, 2021	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

A TAX APPORTIONMENT BOND OR NOTE ISSUED PURSUANT TO THE PROVISIONS OF § 863 OF THE LOCAL DEVELOPMENT ACT, TITLE 62, OKLAHOMA STATUTES, § 850, *ET SEQ.* (THE "LOCAL DEVELOPMENT ACT"), IS NOT A DEBT, LIABILITY OR OBLIGATION OF THE CITY, TOWN OR CITY CREATING OR APPROVING THE PLAN, PROJECT OR INCREMENT DISTRICT. THE BOND OR NOTE DOES NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF SUCH CITY, TOWN OR CITY AND IS NOT PAYABLE EXCEPT AS PROVIDED BY THE LOCAL DEVELOPMENT ACT. BONDS OR NOTES ISSUED PURSUANT TO THE PROVISIONS OF 62 O.S. § 863 ARE NOT GENERAL OBLIGATIONS OF THE STATE AND HAVE NO CLAIM ON THE REVENUES OR RESOURCES OF THE STATE. THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST HAS NO TAXING POWER.

The Oklahoma City Economic Development Trust, acting by and through its trustees (the "Trust"), a public trust created pursuant to the laws of the State of Oklahoma, the trustees of which are an agency of the State of Oklahoma and a duly constituted Trust of City of Oklahoma City, Oklahoma (the "City") for value received, promises to pay, but only from the sources and in the manner hereinafter provided to the Registered Owner named above, or registered assigns, on the maturity date specified above, the principal sum specified above and in like manner to pay interest on said sum from the interest payment date next preceding the date of Registration and Authentication of this Series 2021B Bond (unless this Series 2021B Bond is registered as of an interest payment date, in which event it shall bear interest from that date, or unless this Series 2021B Bond is registered prior to the first interest payment date, in which event it shall bear interest from its dated date) at the rate specified above semiannually on each March 1 and September 1 of each year commencing March 1, 2022, until said principal sum is paid, unless this Series 2021B Bond shall have been previously called for redemption and payment shall have been duly made or provided for; provided, however, if any March 1 or September 1 shall not be a Business Day, principal (if any) and interest shall be paid on

the next succeeding date which is a Business Day and shall be deemed received as of such first day of the month. Principal of this Series 2021B Bond is payable in lawful money of the United States of America at the office of BOKF, NA, Oklahoma City, Oklahoma, as paying agent and registrar or its successor (the "Trustee"), provided, however, payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to such registered owner as it appears on the Trustee's registration books at the close of business on the fifteenth day of the calendar month next preceding such interest payment date, provided that such interest shall be paid by wire transfer to an account in the United States of America to any Bondholder of at least \$1,000,000 in aggregate principal amount of Series 2021B Bonds if the Bondholder makes a written request of the Trustee prior to the close of business on the fifteenth (15th) day of the month prior to the month in which such interest payment date occurs specifying the transfer instructions. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Issuance of Series 2021B Bonds. This Series 2021B Bond is one of an authorized issue of Tax Apportionment Refunding Bonds (Increment District #8), Tax Exempt Series 2021B of the Trust in the aggregate principal amount of \$_____ (the "Series 2021B Bonds"), issued for the purpose of providing funds to (i) refund the outstanding amount of the Trust's Tax Apportionment Bonds, Series 2013B Tax Exempt, dated April 17, 2013, issued in the original principal amount of \$23,840,000; (ii) fund a debt service reserve, if necessary; and (iii) pay certain costs associated with the issuance of the Series 2021B Bonds. The Series 2021B Bonds are issued pursuant to the terms of a General Bond Indenture dated as of March 1, 2013, as previously supplemented and amended, and as further supplemented and amended by a Series 2021B Supplemental Bond Indenture dated as of August 1, 2021, each by and between the Trust and the Trustee (collectively, the "Indenture"). All capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Indenture. The Series 2021B Bonds are initially issued in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof (an "Authorized Denomination").

Terms of Redemption

Optional Redemption. The Series 2021B Bonds maturing on or after March 1, 20__, shall be subject to redemption at the option of the Trust from available monies, in whole or in part on any date on or after March 1, 20__, at par, plus accrued interest to the date fixed for redemption.

[Mandatory Redemption.] The Series 2021B Term Bonds maturing March 1 in each of the years 20__, and 20__ are subject to mandatory redemption prior to their maturities, in part by lot, on March 1 of each of the years and in the principal amounts set forth below at a redemption price of 100% of the principal amounts of such Bonds, plus interest accrued to the date fixed for redemption.

____ % June 1, 20__ Term Bond Series 2021

Year	Amount
20__	\$,000
20__	,000
20__*	,000

Selection of Bonds Being Redeemed

In the event of any redemption of less than all Outstanding Bonds, said Series 2021B Bonds shall be redeemed as directed by the Trust. If less than all of the Series 2021B Bonds of the same maturity are to be redeemed, the Trustee shall select the Series 2021B Bonds to be redeemed by lot in such manner as the Trustee may determine.

Partial Redemption. If less than all of the Series 2021B Bonds are to be redeemed, the Series 2021B Bonds shall be redeemed only in integral multiples of \$5,000. The Trustee is to treat any Bond of a denomination greater than \$5,000 as representing that number of separate Bonds each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Trustee is to execute and deliver to the Owner thereof, at no expense of the Owner, a new Bond or Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bonds so surrendered.

Notice of Redemption. In the event any of the Series 2021B Bonds or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the Series 2021B Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Series 2021B Bond to be redeemed in whole or in part at the address shown on the registration books. All Series 2021B Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

Transfer and Exchange. This Series 2021B Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the principal office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2021B Bond. Upon such transfer a new Series 2021B Bond or Series 2021B Bonds of the same maturity or maturities, interest rate or rates, and of Authorized Denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Trust and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Series 2021B Bond shall be overdue) for the purpose of receiving payment thereon and for all other purposes and neither the Trust nor the Trustee shall be affected by any notice to the contrary.

The Series 2021B Bonds are issuable only in the form of fully registered bonds without coupons. Upon payment of a transfer charge as provided in the Indenture and any required tax, fee or other governmental charge and subject to such conditions, this Series 2021B Bonds, upon the surrender hereof at the principal office of the Trustee with a written instrument of transfer, in form and with guarantee of signature satisfactory to the Trustee, duly executed by the registered owner or such owner's duly authorized attorney, may, at the option of the registered owner hereof, be exchanged for an equal aggregate principal amount of Series 2021B Bonds. The Issuer and the Trustee shall not be required to issue, transfer or exchange any Series 2021B Bonds during a period

beginning at the close of business on the 15th day of the calendar month next preceding any interest payment date and ending at the close of business on the interest payment date or fifteen (15) days next preceding the selection of the Series 2021B Bonds to be redeemed, whether or not a regular business day of the Trustee.

Source of Payment. The Series 2021B Bonds are issued under the provisions of and in full compliance with the Constitution and laws of the State of Oklahoma, particularly the Oklahoma Public Trust Act, Title 60, Oklahoma Statutes, 2011, Sections 176 to 180.3, as amended and supplemented, a Trust Indenture dated October 9, 2007, as amended and supplemented, creating the Issuer and a resolution of the Issuer authorizing the issuance of the Series 2021B Bonds.

The Series 2021B Bonds shall be solely the obligation of the Issuer and not of the State of Oklahoma or the Beneficiary. The Series 2021B Bonds are payable solely out of a portion of the income, revenues and receipts derived or to be derived from the proceeds of a certain tax increment collected by the Beneficiary and paid over to the Authority and the funds and accounts held under and pursuant to the Indenture and pledged therefor or other income, revenues and receipts received by the Issuer from any other sources as a result of the investment or expenditure of the proceeds derived from the issuance of the Series 2021B Bonds, including, but not by way of limitation, other moneys which, by law or contract, may be made available to the Issuer and pledged under and in the manner prescribed in the Indenture. The Series 2021B Bonds are limited obligations of the Issuer and do not constitute obligations, either general or special, of the State of Oklahoma or the Beneficiary within the meaning of any constitutional or statutory provisions whatsoever. THE TRUST HAS NO TAXING POWER.

The Series 2021B Bonds are equally secured by the pledge, lien and covenants made in the Indenture together with any other Tax Apportionment note or bonds to be issued pursuant to the General Bond Indenture and a Supplemental Bond Indenture.

Copies of the Indenture, the Agreement of Support and the Security Agreement are on file at the office of the Issuer and the principal office of the Trustee. Reference is made to the Act, to the Indenture and to the Security Agreement and any and all supplements thereto and modifications and amendments thereof for a description of the pledge, lien and covenants securing the Series 2021B Bonds, the nature, extent and manner of enforcement of such pledge, lien and covenants, the rights and remedies of the holders of the Series 2021B Bonds with respect thereto, the limitations on such rights and remedies and the terms and conditions upon which the Series 2021B Bonds are issued.

Defeasance. The Bond Indenture prescribes the manner in which it may be discharged, including a provision that the Series 2021B Bonds shall be deemed to be paid if certain Government Obligations, as described therein, maturing as to principal and interest in such amounts and at such times as will provide sufficient funds to pay the principal of and interest on the Series 2021B Bonds shall have been deposited with the Trustee, after which the Series 2021B Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Series 2021B Bonds and of any such payment from such Government Obligations.

Amendment. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of

the owners of the Series 2021B Bonds at any time by the Issuer with consent of the owners of fifty-one percent in aggregate principal amount of the Series 2021B Bonds at the time Outstanding. Any such consent or waiver by the owner of this Series 2021B Bonds shall be conclusive and binding upon such owner and upon all future owners of this Series 2021B Bonds and of any Series 2021B Bonds issued upon the transfer or exchange of this Series 2021B Bonds whether or not notation of such consent or waiver is made upon the Series 2021B Bonds. The owner of this Series 2021B Bonds shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Default. If an “Event of Default” as defined in the Indenture occurs, the principal of the Series 2021B Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture also contains provisions permitting the Trustee to waive certain past defaults under the Indenture and their consequences.

Recital. The Issuer hereby certifies, recites and declares that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this Series 2021B Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Series 2021B Bonds and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on this Series 2021B Bonds and the issue of which it forms a part, as the same become due, are designed to be sufficient in amount for that purpose.

Authentication. This Series 2021B Bonds shall not be valid and become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Oklahoma City Economic Development Trust has caused this Series 2021B Bonds to be executed in its name by the signature of its Chairman and attested by the signature of its Secretary (the signature hereon of either or both the Chairman or the Secretary being authorized to be a facsimile of his signature) and its corporate seal to be imprinted hereon by facsimile all as of the Date of Issue.

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST

(SEAL)

By _____
Chairman

ATTEST:

By _____
Secretary

* * *

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2021B Bond is one of the Series 2021B Bonds described in the within-mentioned Indenture.

BOKF, NA, as Trustee

By _____
Authorized Signature

Date of Registration and Authentication: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto

(Tax Identification or Social Security
Number) _____ the within 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:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * *