Trust Agreement

creating

2008 Washtenaw County Retiree Medical Benefits Funding Trust

between

County of Washtenaw, State of Michigan

and

The Huntington National Bank
as Trustee

Dated as of September 1, 2008

establishing the

2008 Washtenaw County Retiree Medical Benefits Funding Trust

and providing for the issuance of its

Taxable Certificates of Participation, Series 2008

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TRUST AGREEMENT
ESTABLISHING
2008 WASHTENAW COUNTY RETIREE MEDICAL BENEFITS FUNDING TRUST
ESTABLISHED BY THE
COUNTY OF WASHTENAW, STATE OF MICHIGAN

Dated as of September 1, 2008

This Trust Agreement is between the County of Washtenaw, State of Michigan (the ***County***) and The Huntington National Bank, as Trustee, to establish the Funding Trust for the purpose of issuing Taxable Certificates of Participation to provide funds to pay a specified amount of the County's estimated unfunded accrued actuarial liabilities for retiree medical benefits for retirees and certain active employees of the County and to pay related Costs of Issuance.

Article I – Definitions and Interpretation

Section 101. Certain Definitions.

Undefined capitalized terms used herein and defined in the Contract are used here as therein defined, unless the context otherwise clearly requires. The following terms have the following respective meanings for all purposes of this Trust Agreement *unless* the context clearly otherwise requires:

Authorized County Official means the County Administrator, Finance Director or any other individual designated as an "Authorized County Official" in a County Order signed by the County Administrator.

Certificates means the Taxable Certificates of Participation of the series established in **Section 402.**

Certificateholder or ***Holder*** means, as of any time with respect to any Certificate, the Person in whose name such Certificate is registered in the Registry.

Contract means the 2008 Washtenaw County Retiree Medical Benefits Contract between the County and the Funding Trust, as it may be amended or supplemented in accordance with its terms.

County means the County of Washtenaw, State of Michigan.

County Administrator means the person holding the office of Controller/Administrator of Washtenaw County, Michigan or, if in the future the County should have a County Executive, the County Executive.

Finance Director means the person holding the office of the Finance Director of Washtenaw County, Michigan.

Funding Trust means the trust established by this Trust Agreement.

Funding Trust Receivable means any Principal Related Receivable or Interest Related Receivable.

Interest means (whether or not such term is capitalized) amounts payable by the Trustee as interest on the Certificates.

Interest Payment Dates means (whether or not capitalized) each ____ 1 and _____ 1, beginning _____ 1, 200_ and ending _____ 1, 20__.

Interest Related Receivable means an amount owing by the County as a Contract Charge.

Maturity or ***Maturity Date*** means (whether or not capitalized), (i) as to any Certificate, the Scheduled Payment Date on which the Holder of such Certificate is entitled to receive a regular Scheduled Payment and (ii) as to any Scheduled Payment, the Scheduled Payment Date on which such Scheduled Payment is due from the County under the Contract. The verb *mature* has a correlative meaning.

on as in "Interest payable on a Certificate" or ***of*** as in "a Principal Payment of a Certificate" means "in respect of" as in "Interest payable in respect of a Certificate" and "a Principal Payment in respect of a Certificate."

Outstanding means (whether or not capitalized) all Certificates authenticated under this Trust Agreement *except*:

(1) Certificates theretofore canceled or surrendered to the Trustee for cancellation and

(2) Certificates replaced pursuant to **Section 413.**

Percentage Interest means, as to any Certificate, the percentage obtained by dividing the denomination of such Certificate by the sum of the denominations of the outstanding Certificates.

Predecessor Certificate of any particular Certificate means every previous Certificate evidencing all or a portion of the same beneficial interest as that evidenced by such particular Certificate; and for the purpose of this definition, any Certificate delivered under **Section 414** in lieu of a lost, destroyed or stolen Certificate shall be deemed to evidence the same beneficial interest as such lost, destroyed or stolen Certificate.

Principal or ***Principal Amount*** means (whether or not capitalized), as to any Certificate, a amount equal to the denomination of such Certificate.

Principal Payment Dates means the dates that correspond to Scheduled Payment Dates for Scheduled Payments.

Principal Related Receivable means an amount owing by the County as a Scheduled Payment or an Optional Prepayment Amount.

Rating Agency shall mean Standard & Poor's Ratings Services, Moody's Investors Service, Inc. and Fitch Ratings, if applicable.

Redeemed or ***Redemption*** means (whether or not capitalized), the prepayment of all or a portion of the Principal Amount of a Certificate before its Maturity. A Certificate is redeemed to the extent of the prepayment of the Principal Amount thereof. Correlative terms have correlative meanings.

Redemption Date means the date on which any certificate is to be redeemed in accordance with Article V.

Redemption Price means an amount equal to the amount due from the County as an Optional Prepayment Amount.

Regular Record Date means, as to any Interest Payment Date with respect to Certificates, the date set forth in or determined pursuant to the Contract as the "Regular Record Date."

Securities Depository means The Depository Trust Company and any Person succeeding to the business of The Depository Trust Company qualified to do so under the rules of the Securities and Exchange Commission.

Stated Funding Amount means $_____.

Trust Agreement means this Trust Agreement, as it may be amended or supplemented in accordance with its terms.

Trust Estate means the Contract Payments arising under the Contract and all proceeds thereof.

Trustee means the bank described in the first paragraph of this Trust Agreement as "trustee" *unless and until* a successor as trustee is appointed pursuant to this Trust Agreement; *thereafter*, ***Trustee*** means such successor.

VEBA Trust means the voluntary employee benefit association trust established by the County pursuant to Resolution No. __ adopted by the Washtenaw County Board of Commissioner on December 27, 1996 and a Trust Agreement effective as of December 27, 1996.

Section 102. Interpretation

(a) Words of the masculine gender include correlative words of the feminine and neuter genders.

(b) *Unless* the context otherwise indicates, words importing the singular include the plural and vice versa.

(c) Articles, Sections, Schedules and Exhibits referred to by number mean the corresponding Articles, Sections, Schedules and Exhibits of this Trust Agreement.

(d) The terms *hereby, hereof, hereto, herein, hereunder* and any similar terms used in this Trust Agreement refer to this Trust Agreement as a whole and not to any particular portion thereof.

(e) The term *or* is not exclusive.

(f) The enumeration of things after the term *such as, including* or *for example (e.g.)* is to be interpreted as illustrative and not restrictive.

(g) References to sections of a Public Act, or to a Public Act as a whole, also include any amendments thereto unless otherwise indicated and analogous sections or Public Acts enacted as substitutes therefor.

Article II – Establishment of Funding Trust

Section 201. Establishment of Funding Trust

There is hereby established a Funding Trust to be known as the 2008 Washtenaw County Retiree Medical Benefits Funding Trust for the purpose of funding the Stated Funding Amount.

Section 202. Tax Treatment; Restriction on Trustee's Powers

(a) Certificates will be issued and the Funding Trust will acquire the Funding Trust Receivables, with the intention that for U.S. federal, state and local income, business, franchise, gross receipts, modified gross receipts and modified value added tax purposes:

(i). the Funding Trust will be treated as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of the Internal Revenue Code of 1986, as amended;

(ii). each Beneficial Owner of Certificates will be treated as the owner of an undivided pro rata interest in the portion of the Funding Trust attributable to such Beneficial Owner's Certificates; and

(iii). the Funding Trust Receivables will constitute payments in respect of indebtedness.

(b) In furtherance of such intention, the Trustee shall not have the power to vary the investment of the Beneficial Owners of the Certificates within the meaning of U.S. Treasury Department regulations section 301.7701-4(c) or to engage in any business.

(c) The County and the Trustee by entering into this Trust Agreement and each Certificateholder by its acceptance of its Certificate agree to treat the Funding Trust, the Certificates and the Funding Trust Receivables in accordance with the intention expressed in this Section (or any alternative intention expressed in this Trust Agreement) for U.S. federal, state and local income, business, franchise, gross receipts, modified gross receipts and modified value added tax purposes.

Section 203. Authentication and Delivery of Certificates by Trustee; Execution of Other Documents

The Trustee shall authenticate and deliver the Certificates in accordance with an order from the County (a ***Delivery Order***) stating the amount of Certificate proceeds to be received by the Trustee and providing for the disposition of such proceeds in accordance with Section 204.

Section 204. Disposition of Certificate Proceeds

The proceeds of the sale of Certificates shall be applied in the following order:

(1) the Costs of Issuance shall be paid by the Trustee to those parties designated in a notice signed by an Authorized County Official; and

(2) the balance shall be irrevocably deposited in the VEBA Trust.

Section 205. County Obligations

The County has entered into the Contract which obligates the County to make the Contract Payments to the Funding Trust. Under the Contract the County's obligation is to make Contract Payments to the Trustee in a timely manner, make any permitted Optional Prepayment pursuant to **Section 4.02** of the Contract, and to pay amounts due as Funding Costs pursuant to **Section 5.01** of the Contract.

Article III– Representations and Warranties

Section 301. Representation of the County

The County represents and warrants that the Stated Funding Amount is equal to the total amount of Scheduled Payments.

Article IV – The Certificates

Section 401. Interest Evidenced by Certificates

The Certificates evidence the entire beneficial interest in the Trust Estate.

Section 402. Establishment of Series; Title

A series of Certificates is hereby established which is to be designated by the title ***2008 Washtenaw County Retiree Medical Benefits Funding Trust Taxable Certificates of Participation, Series 2008***.

Section 403. Denominations; Limitation on Amount

The Certificates shall be in denominations of $5,000 and any multiple thereof. The total of the denominations of the Certificates that may be authenticated and delivered under this Trust Agreement to be outstanding at any one time is limited to the Stated Funding Amount.

Section 404. Form of Certificates

The Certificates shall be in substantially the form set forth in Appendix A, with such changes as are approved by the person executing the same on behalf of the Funding Trust, such signature to be conclusive evidence of such approval.

Section 405. Authorized Principal Amount

The Principal Amount of the Certificates on initial issuance shall equal the Stated Funding Amount of $_____.

Section 406. Required Statement

Each Certificate shall state on its face that the County's obligation is substantially as follows:

The Registered Holder, by purchasing or acquiring this certificate, and each beneficial owner of this certificate, by purchasing or acquiring a beneficial ownership interest therein, agree that for all U.S. federal, state and local income, business, franchise and modified value added tax purposes, (i) they will treat the Funding Trust as a grantor trust under the Internal Revenue Code of 1986, as amended, (ii) they will be treated as the owner of an undivided *pro rata* interest in the portion of the Trust Estate attributable to this certificate, and (iii) they will treat the Funding Trust Receivables as payments in respect of indebtedness (and will thereby also acknowledge that the Contract Payments including Scheduled Payments, Optional Prepayment Amounts and the Contract Charges made by the County are payments in respect of indebtedness). This certificate is payable solely from Contract Payments which may be received by the Trustee pursuant to the Contract. Such Contract Payments will include Scheduled Payments and Contract Charges payable by the County under the Contract corresponding to the Principal of

and Interest on the Certificates. The County's obligations to make Contract Payments are unsecured contractual obligations of the County, enforceable in the same manner as any other contractual obligation of the County. Such payment obligations of the County are not general obligations of the County, and neither the faith and credit, taxing power nor any specific revenues of the County are pledged to the Contract Payments coming due under the Contract.

The County's unconditional contractual obligation to pay all Contract Payments is not "subject to appropriation," as is customary with many certificate of participation transactions entered into by municipalities in the United States. The County's Contract is not subject to termination if the County were to fail to appropriate sufficient amounts for the required payments in any single year. The County is legally bound to make all Contract Payments for the full term of the Contract, and statutory remedies, including, but not limited to, the Revised Judicature Act of 1961, Act No. 236 of the Michigan Public Acts of 1961, as amended, (Michigan Compiled Laws Section 600.6093), exist to enforce the County's obligations.

Section 407. Certificates to be Fully Registered

The Certificates shall be issued as fully registered securities in the form prescribed by this Trust Agreement. Certificates authenticated and delivered in definitive form **s**hall be printed, lithographed or typewritten on plain or safety paper with or without printed or steel engraved borders.

Section 408. Authentication

No Certificate shall be valid for any purpose or be entitled to any security or benefit under this Trust Agreement unless and until a certificate of authentication on such Certificate, substantially in the form prescribed by this Trust Agreement, has been manually executed by the Trustee. Such executed certificate of the Trustee upon a Certificate shall be the only and conclusive evidence that such Certificate has been authenticated and delivered under this Trust Agreement.

Section 409. Payments in US Dollars

All payments on Certificates shall be made by negotiable instruments payable in funds representing legal tender in the United States or by means of transferring such funds.

Section 410. Payment of Interest on Certificates; Interest Rights Preserved.

(a) Interest payable on any Certificate and paid on an Interest Payment Date shall be paid to the Person in whose name that Certificate (or one or more Predecessor Certificates) is registered at the close of business on the Regular Record Date.

(b) Subject to the foregoing provisions of this Section, each Certificate delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Certificate shall carry all the rights to Interest accrued and unpaid, and to accrue, which were carried by such Certificate.

Section 411. Registration, Exchanges and Transfers.

(a) There shall be kept by the Trustee at the designated corporate trust office of the Trustee a register (the **Registry**) for the registration of Certificates and for the registration of transfers of Certificates as herein provided *subject* to such reasonable regulations as the Trustee may prescribe.

(b) Upon surrender of any Certificate for transfer of the registration thereof, the Trustee shall authenticate and register in the name of the designated transferee or transferees one or more new Certificates of the same tenor in any authorized denomination in like aggregate Principal Amount.

(c) At the option of the Holder, Certificates may be exchanged for other Certificates of the same tenor in any authorized denomination, in the same aggregate principal amount, upon surrender of the Certificates to be exchanged at the designated corporate trust office of the Trustee. Whenever any Certificates are surrendered for exchange, the Trustee shall authenticate and deliver the Certificates that the Certificateholder making the exchange is entitled to receive.

(d) All Certificates issued upon any transfer of registration or exchange of Certificates shall constitute valid evidences of beneficial interests in the Trust Estate evidencing the same beneficial interests and entitled to the same benefits under this Trust Agreement as the Certificates surrendered in such transfer or exchange.

(e) No charge may be made for any transfer of registration or exchange of Certificates, but the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange. The Trustee may make the payment of such tax, fee or other governmental charge and the cost of preparing each new Certificate delivered in such transfer or exchange a condition precedent to making any transfer or registration or exchange of any Certificate, to be paid by the Person requesting such transfer or exchange unless otherwise provided in this Trust Agreement.

(f) The Trustee shall not be required (i) to transfer or exchange any Certificate during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of such Certificate and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Certificate selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such Certificates and ending at the close of business on the relevant Interest Payment Date therefor.

Section 412. Persons Deemed Owners.

The Trustee may treat the Person in whose name any Certificate is registered in the Registry as the owner of such Certificate, whether payments with respect to such Certificate shall be overdue or not, for the purpose of receiving payment of the principal thereof, premium, if any, and (subject to **Section 410**) Interest thereon and for all other purposes whatsoever.

Section 413. Mutilated, Destroyed, Stolen or Lost Certificates

(a) To the extent not otherwise provided by law, if (i) any mutilated Certificate is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and (ii) there is delivered to the Trustee such security or indemnity as may be required by the Trustee to save the Trustee harmless, then, in the absence of notice to the Trustee that such Certificate has been acquired by a protected purchaser, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) In case any such mutilated, destroyed, lost or stolen Certificate has become or is about to become due and payable at Maturity, the Trustee in its discretion may, instead of issuing a new certificate, pay such Certificate.

(c) Upon the issuance of any new Certificate under this Section, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(d) Every new Certificate issued pursuant to this Section in lieu of any destroyed, lost or stolen Certificate, shall constitute an original additional beneficial interest in the Funding Trust, whether or not the destroyed, lost or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Trust Agreement equally and ratably with all other Certificates issued thereunder.

(e) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates.

Section 414. Cancellation and Destruction of Certificates.

(a) All Certificates surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Trustee upon its receipt thereof if not already cancelled.

(b) No Certificate shall be authenticated in lieu of or in exchange for any Certificate cancelled as provided in this Section, *except* as expressly provided by this Trust Agreement.

(c) All canceled Certificates held by the Trustee shall be destroyed and disposed of by the Trustee in accordance with applicable record retention requirements.

Section 415. Book-Entry Certificates; Securities Depository.

(a) As used herein:

Beneficial Owner means any Person who indirectly owns Certificates pursuant to Part 5 of Article 8 of the Uniform Commercial Code in effect in the State of Michigan.

Participant means any Person whose ownership of Certificates and other securities is shown on books of the Securities Depository.

(b) For so long as Certificates are registered in the name of a Securities Depository or its nominee, the Trustee shall not have any responsibility or obligation to any Participant or to any Beneficial Owner with respect to the following:

(1) the accuracy of the records of the Securities Depository, its nominee or any Participant with respect to any ownership Interest in the Certificates,

(2) the delivery to any Participant, and Beneficial Owner or any other Person, other than the Securities Depository of any notice with respect to the Certificates, including any notice of redemption, or

(3) the payment to any Participant, any Beneficial Owner or any other Person, other than the Securities Depository of any amount with respect to the principal of or premium, if any, or Interest on the Certificates.

(c) The Trustee shall pay all principal (and premium, if any) of, and Interest on, such Certificates only to or upon the order of the Securities Depository, and all such payments shall be valid and effective fully to satisfy and discharge the Funding Trust's obligations with respect to the principal (and premium, if any) of, and Interest on such Certificates to the extent of the sum or sums so paid.

(d) Upon discontinuance of the use of the Book-Entry Only System maintained by the Securities Depository and upon receipt of notice from the Securities Depository containing sufficient information, the Trustee shall authenticate and deliver Certificates in certificated form to Beneficial Owners in exchange for the beneficial interests of such Beneficial Owners in corresponding principal amounts and in any authorized denomination.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, *so long as* any Certificate is registered in the name of the Securities Depository or its nominee:

(1) all payments with respect to the Principal and Interest on such Certificate and all notices of redemption, tender and otherwise with respect to such Certificate shall be made and given, respectively, to the Securities Depository as provided in the representation letter with respect to such Certificates;

(2) if less than all such Certificates of a maturity are to be redeemed *pro rata*, then the particular Certificates or portions of Certificates of such maturity to be redeemed shall be selected by the Securities Depository in such manner as the Securities Depository may determine; and

(3) all payments with respect to principal of such Certificate and premium, if any, and Interest on such Certificate shall be made in such manner as shall be prescribed by the Securities Depository.

Section 416. Trustee Has No Power to Transfer Funding Trust Receivables

For avoidance of doubt, the Trustee acknowledges that it has no power to transfer, assign or otherwise convey legal title to the Funding Trust Receivables and that beneficial interests in the Funding Trust Receivables may only be transferred through transfers of Certificates or through transfers of beneficial interests in Certificates pursuant to **Section 415**.

Article V – Redemption of Certificates

Section 501. Selection of Certificates to be Redeemed

(a) Whenever any Certificates are to be redeemed, the Trustee shall select the maturity or maturities that correspond to the prepaid Scheduled Payments giving rise to such redemption.

(b) Whenever Certificates of less than all of a maturity are to be redeemed, the Trustee shall select the particular Certificates to be redeemed from the Outstanding Certificates of such maturity that have not previously been called for redemption in such manner as results in *pro rata* redemption among all Holders of Certificates of the maturity being redeemed.

(1) All Certificates of the same Series and having the same maturity shall constitute a class for purposes of *pro rata* redemption.

(2) The Trustee shall select Certificates for redemption *pro rata* within each class.

Section 502. Notice of Redemption

(a) When any Certificates are to be redeemed, notice of any such redemption shall be given by the Trustee by first class mail, no fewer than 30 days and no more than 45 days before the Redemption Date to each Holder of Certificates to be redeemed at his/her last address in the Registry

(b) All notices of redemption shall be dated and shall state:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Certificates are to be redeemed, the identification number, maturity dates and, in the case of a partial redemption of Certificates, the respective principal amounts of the Certificates to be redeemed;

(4) that on the Redemption Date the Redemption Price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(5) the place where the Certificates to be redeemed are to be surrendered for payment of the Redemption Price, which place of payment shall be the designated corporate trust office of the Trustee or other Paying Agent; and

(6) the proposed redemption is conditioned on the Trustee having received on the Prepayment Receipt Day an amount from or on behalf of the County sufficient to pay the full Redemption Price of the Certificates to be redeemed.

(c) The failure of the Holder of any Certificate to receive notice of redemption given as provided above, or any defect therein, shall not affect the sufficiency of the proceedings for the redemption of any Certificates as to which no failure or deficiency occurred.

(d) Concurrently with giving any notice of redemption, the Trustee shall provide additional notices in accordance with this subsection to the extent applicable:

(1) An additional notice that provides material compliance with Securities Exchange Act Release No. 34-23856 (Dec. 3, 1986) as the same may be modified, amended or supplemented from time to time by formal action of the Securities and Exchange Commission or by generally accepted practice of corporate trustees. No failure to give such additional notice or defect therein or in the manner in which given shall affect the sufficiency of the proceedings for the redemption of any Certificates.

(2) No failure to give any additional notice provided for in this subsection or defect therein or in the manner which given shall affect the sufficiency of the proceedings for the redemption of any Certificates.

Section 503. Certificates Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Holders of the Certificates so to be redeemed shall be entitled, on the Redemption Date, to payment of an amount equal to the Redemption Price therein specified and from and after such date (unless the full amount of the Redemption Price is not distributed) the Holders of such Certificates shall cease to be entitled to any further payment in respect of Interest. Upon surrender of any such Certificate for redemption in accordance with said notice, the Holder of such Certificate shall be paid by the Trustee an amount equal to the Redemption Price. Installments of Interest with a due date on or prior to the Redemption Date shall be payable to the Holders of the Certificates as of the relevant Record Dates.

(b) If any Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear Interest from the Redemption date at the rate prescribed in the Certificate.

Section 504. Certificates Redeemed in Part

Any Certificate which is to be redeemed only in part may, at the option of the Holder thereof:

(1) be presented for notation thereon by the Trustee of the payment as of the Redemption Date of the redeemed portion of the principal thereof; or

(2) be surrendered at the place of payment therefor (with, if the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Holder thereof or his attorney or legal representative duly authorized in writing), and the Trustee shall authenticate and deliver to such Holder, without charge, a new Certificate or Certificates of the same maturity of any authorized denomination or denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Certificate so surrendered.

Article VI – Payments to Certificateholders

Section 601. Payments

(a) On each Interest Payment Date for which the Trustee has received a payment of Contract Charges pursuant to the Contract, the Trustee shall pay the same to the Holders of Outstanding Certificates entitled to such amounts by the terms of their Certificates as of the Regular Record Date, and, if there shall be outstanding more than one such Outstanding Certificate the Holders of which are entitled to such amounts by the terms of their Certificates, to the Holders of such Outstanding Certificates, in accordance with their relative entitlements.

(b) On each Principal Payment Date for which the Trustee has received a Scheduled Payment pursuant to the Contract, the Trustee shall pay the same to the Holders of Outstanding Certificates entitled to such amounts by the terms of their Certificates as of the Regular Record Date, and, if there shall be outstanding more than one such Outstanding Certificate the Holders of which are entitled to such amounts by the terms of their Certificates, to the Holders of such Outstanding Certificates, in accordance with their relative entitlements.

(c) On each Redemption Date that is also an Interest Payment Date for which the Trustee has received pursuant to the Contract amounts equal to the

Redemption Price for Certificates or such portions thereof that are being redeemed, the Trustee shall pay the same to Holders of Outstanding Certificates entitled to such amounts by the terms of their Certificates as of the Regular Record Date, and, if there shall be outstanding more than one such Outstanding Certificate the Holders of which are entitled to such amounts by the terms of their Certificates, to the Holders of such Outstanding Certificates, in accordance with their relative entitlements.

Section 602. Pursuit of Remedies against County for Nonpayment of Contract Payments

A failure by the County to pay any Contract Payment as and when the same shall become due under the Contract constitutes an ***Event of Default*** under this Trust Agreement. Upon the occurrence and during the continuance of an Event of Default, the Trustee may pursue any available remedy by suit at law or in equity to enforce the obligation of the County to pay the Contract Payment, including without limitation the remedies referred to in Section 3.02(c) of the Contract.

If an Event of Default shall have occurred, and if requested to do so by Certificateholders representing either at least 25% of the outstanding principal amount of Certificates the payments on which have not been made when due, or at least 50% of the outstanding principal amount of all Certificates, and if indemnified as provided in Section 702(c) below, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by this Section 602 as the Trustee shall deem most expedient in the interests of the Certificateholders.

Article VII – The Trustee

Section 701. Certain Duties and Responsibilities

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee. If any Event of Default under this Trust Agreement shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and shall use the same degree of care and skill in their exercise, as an ordinarily prudent trustee under a corporate indenture would exercise or use under the circumstances.

(b) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates, documents, other instruments or opinions furnished to the Trustee and conforming to the requirements of this Trust Agreement or the Contract; *but* in the case of any such certificates, documents, other instruments or opinions which by any provision hereof or thereof are specifically required to be furnished to the Trustee, the Trustee is under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Agreement.

(c) No provision of this Trust Agreement or the Contract shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, *except* that

(1) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, *unless* it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement or the Contract; and

(3) no provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee is subject to the provisions of this Article.

Section 702. Certain Rights of Trustee.

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) The Trustee may consult with counsel, and the written advice of such counsel is full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(c) The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of any of the Certificateholders pursuant to this Trust Agreement, *unless* such Certificateholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(d) The Trustee shall not be bound to make any investigation into the facts or matter stated in any resolution, ordinance, certificate, statement, instrument, opinion, report, notice,

request, direction, consent, order, bond, debenture, or other paper or document, *but* the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(f) The Trustee shall have no duty to see to the recording, filing or registration of any instrument or document (including financing or continuation statements or filing under tax or security laws) or any recording, filing or re-registration.

(g) The Trustee shall not have any responsibility to examine or review and shall have no liability for the contents of any documents submitted to or delivered to any Certificateholder or any other Person in the nature of an offering circular, preliminary or final.

Section 703. Not Responsible for Recitals or Issuance of Certificates.

The Trustee assumes no responsibility for the correctness of the recitals contained in this Trust Agreement, in the Contract or in the Certificates *except* the certificate of authentication on the Certificates. The Trustee makes no representations as to the value or condition of the Trust Estate of any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Trust Agreement or of the Certificates.

Section 704. May Hold Certificates.

The Trustee, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not Trustee.

Section 705. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by other provision of this Trust Agreement. The Trustee shall be under no liability for interest on any money received by it hereunder.

The Funding Trust shall deposit any amounts received by it under the Contract in one or more non-interest bearing demand deposit accounts at banking institutions with a combined capital and surplus of at least $50,000,000.

Notwithstanding the immediately preceding paragraph, in the event that the Funding Trust receives Contract Payments but is prevented from immediately distributing the same to the Certificateholders (by order of a court of competent jurisdiction) as Interest or Principal on, and/or the Redemption Price for, their Certificates, then the Funding Trustee is permitted to invest such amounts in interest bearing demand deposits in a banking institution with a capital

and surplus in excess of $50,000,000. Any earnings on such permitted investments shall be distributed to the Certificateholders in accordance with their relative entitlements.

Section 706. Compensation and Reimbursement.

(a) The Trustee is entitled to payment or reimbursement by the County:

(1) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust); and

(2) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Trust Agreement (including, without limitation, the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, willful misconduct or bad faith.

(b) The Trustee is also entitled to indemnification for, and to be held harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this Trust Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

Section 707. No Lien

The Trustee shall not have any lien on any funds held by it under this Trust Agreement.

Section 708. Corporate Trustee Required; Eligibility.

(a) There shall at all times be a Trustee hereunder which is a trust company or bank with trust powers organized under the laws of the United States of America or of any state of the United States with a combined capital and surplus of at least $50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, *then* for the purposes of this section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee shall resign immediately in the manner and with the effect specified in this Article if it becomes ineligible under this section.

Section 709. Replacement of Trustee.

(a) ***No Vacancy.***

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall be effective until the successor Trustee accepts its appointment as provided in this Section.

(b) ***Resignation.***

The Trustee may resign at any time, but such resignation shall become effective only in accordance with subsection (a), above. Notice of any such resignation shall be given to the County and the Holders of all Outstanding Certificates.

(c) ***Removal by Certificateholders.***

(1) The Holders of a majority in principal amount of Outstanding Certificates may remove the Trustee by so notifying the Trustee and any Insurer.

(2) If the Trustee becomes ineligible under **Section 708,** any Certificateholder may petition a court of competent jurisdiction for the appointment of a successor.

(d) ***Appointment of Successor.***

(1) The retiring Trustee, or the County, may appoint a successor Trustee at any time prior to the date on which a successor Trustee takes office.

(2) If a successor Trustee does not take office within 45 days after the retiring Trustee resigns or is removed, any Certificateholder may petition a court of competent jurisdiction for the appointment of a successor Trustee.

(3) Within one year after a successor Trustee appointed by the retiring Trustee or the County or a court of competent jurisdiction takes office, the Holders of a majority in principal amount of Outstanding Certificates may appoint a successor Trustee to replace such successor Trustee.

(e) ***Acceptance of Appointment.***

(1) A successor Trustee shall deliver written acceptance of its appointment to the retiring Trustee and to the County. Thereupon the resignation or removal of the retiring Trustee shall be effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Trust Agreement.

(2) The successor Trustee shall mail a notice of its succession to the Certificateholders.

(3) Upon the appointment of a successor Trustee becoming effective as provided in this Section, the retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee.

Section 710. Merger, Consolidation and Succession to Business.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all its corporation trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee if such successor corporation is eligible under Section 608. The successor Trustee may adopt the authentication of Certificates authenticated by the predecessor Trustee and deliver such Certificates with the same effect as if the successor Trustee had authenticated such Certificates.

Section 711. ERISA

The Trustee acknowledges and agrees that, in the event that assets of the Funding Trust are deemed to be plan assets of a Certificateholder that is an employee benefit plan subject to Title I of ERISA (an ***ERISA Plan***), the Trustee is a fiduciary to such ERISA Plan with respect to such ERISA Plan's undivided interests in the Trust Estate, and this Trust Agreement shall be deemed to be the management agreement between the Trustee and such ERISA Plan.

Article VIII – Supplemental Trust Agreements

Section 801. Supplemental Trust Agreements without Consent of Certificateholders

Without the consent of the Holders of any Certificates, the County and the Trustee may from time to time enter into one or more Trust Agreements supplemental to this Trust Agreement (a ***Supplemental Trust Agreement***) for any of the following purposes:

(1) to correct or amplify the description of the Trust Estate, or better to assure, convey and confirm unto the Trustee any of the Trust Estate or the lien of this Trust Agreement thereon, or to subject additional property to the lien of this Trust Agreement; or

(2) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the issue, authentication and delivery of the Certificates, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(3) to evidence the succession of a new trustee under this Trust Agreement; or

(4) to add to rights, powers and remedies of the Trustee for the benefit of the Holders of the Certificates; or

(5) to cure any ambiguity or to correct or supplement any provision in this Trust Agreement which may be inconsistent with any other provision herein; or

(6) to make any other change that does not adversely affect the rights of Certificateholders.

Section 802. Supplemental Trust Agreements with the Consent of Certificateholders

(a) With the consent of the Holders of not less than a majority in principal amount of the Certificates then Outstanding, the Trustee may enter into one or more Supplemental Trust Agreements for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Trust Agreement or of modifying in any manner the rights of the Holders of the Certificates under this Trust Agreement; *provided*, however, that no such Supplemental Trust Agreement shall, without the consent of the Holder of each Outstanding Certificate affected thereby:

(1) change any Principal Payment Date, or Interest Payment Date of any Certificate, or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Certificate, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the Redemption Date); or

(2) reduce the percentage in principal amount of the Outstanding Certificates, the consent of whose Holders is required for any such Supplemental Trust Agreement, or the consent of whose Holders is required for any waiver provided for this Trust Agreement of compliance with certain provisions of this Trust Agreement or certain defaults hereunder and their consequences; or

(3) modify any of the provisions of **Section 202**; or

(4) modify any of the provisions of this Section or **Section 801** *except* to increase any percentage provided thereby or to provide that certain other provisions of this Trust Agreement cannot be modified or waived without the consent of each Holder affected thereby.

(b) It is not necessary that the required percentage in principal amount of Certificateholders under this Section approve the particular form of any proposed Supplemental Trust Agreement. It is sufficient if the Certificateholders approve the substance thereof.

Section 803. Execution of Supplemental Trust Agreements

(a) Prior to executing, or accepting the additional trusts created by, any Supplemental Trust Agreement permitted by this Article or the modification thereby of the trusts created by this Trust Agreement, the Trustee shall be entitled to receive and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee stating to the effect that the execution of such Supplemental Trust Agreement is authorized or permitted by this Trust Agreement and that the Supplemental Trust Agreement will be a valid and binding agreement of the County, upon the execution and delivery thereof.

(b) The Trustee is not obligated to enter into any Supplemental Trust Agreement that affects the Trustee's own rights, duties or immunities under this Trust Agreement.

Section 804. Preconditions to Effectiveness

(a) No Supplemental Trust Agreement shall become effective unless and until the Trustee shall have received an opinion of counsel in form and substance reasonably satisfactory to the Trustee rendered by counsel reasonably acceptable to the Trustee to the effect that such Funding Trust will be treated as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of the Internal Revenue Code of 1986, as amended and that such supplement shall not result in such Funding Trust being treated as other than such a grantor trust..

(b) Any Rating Agency shall receive notice of each Supplemental Trust Agreement and a copy thereof at least 15 days in advance of its execution.

Section 805. Effect of Supplemental Trust Agreements

Upon the execution of any Supplemental Trust Agreement under this Article, this Trust Agreement shall be modified in accordance therewith and such Supplemental Trust Agreement shall form a part of this Trust Agreement for all purposes; and every Holder of Certificates theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 806. Reference in Certificates to Supplemental Trust Agreement

(a) Certificates authenticated and delivered after the execution of any Supplemental Trust Agreement pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Trust Agreement.

(b) If the County shall so determine, new Certificates so modified as to conform, in the opinion of the Trustee and the County, to any such Supplemental Trust Agreement may be prepared and authenticated and delivered by the Trustee in exchange for Outstanding Certificates.

Article IX – Miscellaneous Provisions

Section 901. Notices to Certificateholders; Waiver.

(a) Where this Trust Agreement provides for the publication of notice to Certificateholders, such notice shall be sufficiently given (unless otherwise expressly provided in this Trust Agreement) if in writing and mailed, first-class postage prepaid, to each Certificateholder at his address as it last appears in the Registry, not later than the latest date and no earlier than the earliest date provide for the first publication of such notice.

(b) Where this Trust Agreement provides for notice in any manner, such notice may be waived by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Trustee,

but such filing shall not be a condition precedent to the validity of any action taken in reliance on the waiver.

Section 902. Severability

The invalidity or unenforceability of any provision of this Trust Agreement shall not affect the remaining provisions hereof.

Section 903. Payments Due on Saturdays, Sundays and Holidays

In any case where the date fixed for payment of the Certificates shall not be a Business Day, *then* such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date fixed for such payment.

Section 904. Any Request, Direction, Consent or Order

Any request, direction, consent or order of the County mentioned in this Trust Agreement shall be sufficiently evidenced respectively by a request, direction, consent or order signed by the County Administrator.

[*The next page is a signature page*]

[*Signature Page to Trust Agreement between the County of Washtenaw and The Huntington National Bank, Columbus, Ohio as Trustee, establishing the 2008 Washtenaw County Retiree Medical Benefits Funding Trust]*

THE COUNTY OF WASHTENAW

By: _____
Chair, Washtenaw County Board of Commissioners

By: _____
Washtenaw County Clerk

[*Signature Page to Trust Agreement between the County of Washtenaw and The Huntington National Bank, Columbus, Ohio as Trustee, establishing the 2008 Washtenaw County Retiree Medical Benefits Funding Trust]*

THE HUNTINGTON NATIONAL BANK

By: _____

Ruth F. Sowers
Trust Officer
The Huntington National Bank

Appendix A

Form of Certificate

The Certificate shall be in the following form and tenor with such changes as are approved by the Person executing the same on behalf of the Funding Trust, such signature to be conclusive evidence of such approval.

NOTICE: Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (***DTC***) to the 2008 Washtenaw County Retiree Medical Benefits Funding Trust or its agent for registration of transfer, exchange or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as 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 holder hereof, Cede & Co., has an interest herein.

R-1

2008 Washtenaw County Retiree Medical Benefits Funding Trust
Taxable Certificate of Participation, Series 2008

FUNDING RATE (INTEREST RATE) PER ANNUM	**PRINCIPAL PAYMENT DATE (MATURITY DATE)**	**CUSIP**	**ISIN**	**EUROCLEAR AND CLEARSTREAM COMMON CODE**

ORIGINAL ISSUE DATE: _____
REGISTERED HOLDER: CEDE & Co.
DENOMINATION (*PRINCIPAL*): _____
_____
_____

This is to Certify that the Registered Holder, or registered assigns, is the registered owner of this certificate, which evidences a beneficial ownership interest in the trust estate (the ***Trust Estate***) described in the Trust Agreement, dated as of _____, 2008 (the ***Trust Agreement***), between the County of Washtenaw, Michigan (the ***County***) and The Huntington National Bank, as trustee (such trustee and any successors as trustee, the ***Trustee***).

Capitalized terms not defined herein and defined in the Trust Agreement or in the Contract (as hereinafter defined) are used herein as therein defined.

This certificate is the only certificate of a series of certificates (the ***Certificates***) issued by the 2008 Washtenaw County Retiree Medical Benefits Funding Trust created pursuant to this Trust Agreement (the ***Funding Trust***), evidencing a beneficial ownership interest in the portion of the Trust Estate attributable to this certificate (as described in the following paragraph) and which represents the entire beneficial ownership interest in such portion of the Trust Estate.

The portion of the Trust Estate attributable to this Certificate consists of rights to receive all those certain payments (***Funding Trust Receivables*** as defined in the Trust Agreement) made by the County pursuant to the 2008 Washtenaw County Retiree Medical Benefits Contract, dated as of ____ 1, 2008 (the ***Contract***), between the County and the Funding Trust, listed in the columns captioned "20__ Scheduled Payment" and "20__ Contract Charges @ ____%" on Schedule A to the Contract. Accordingly, the Registered Holder of this certificate is entitled to receive, subject to the terms of the Contract and the Trust Agreement, in lawful money of the United States of America: (i) on the Maturity Date stated above, a portion of the Scheduled Payments coming due on that date equal to the Principal amount stated above, unless earlier redeemed as provided below, and (ii) interest (the ***Interest***) on this certificate, payable on October 1, 2008 and semiannually thereafter (each an ***Interest Payment Date***), from the Original Issue Date stated above, or the most recent date to which Interest has been paid, to (but not including) the next Interest Payment Date, computed as the cost of capital of this certificate by multiplying the outstanding Principal amount of this certificate by the Interest Rate per annum stated above. Interest on this certificate shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

So long as the Registered Holder is Cede & Co., or any other nominee of DTC, distributions of Principal and premium, if any, payable upon maturity or earlier redemption of this certificate will be paid by the Trustee by wire. Distributions to any other Registered Holder will be paid by check or draft, mailed, with respect to distributions of Interest, to the Registered Owner shown in the Certificate registry kept by the Trustee at the close of business on the 15th day (whether or not a business day) preceding the respective Interest Payment Date (a ***Regular Record Date***) and, with respect to payment of Principal and premium, if any, upon presentation and surrender of this certificate at the designated office of the Trustee.

Subject in all respects to the foregoing, the Trust Agreement and Contract provide for allocation, computation, distribution and payments from the Trust Estate to the Registered Holder and all other registered owners of the Certificates in accordance with the entitlements set forth in the Contract in the event that the Trustee has received less than all the Funding Trust Receivables payable on any date by the County under the Contract.

On each Interest Payment Date (ending on the Maturity Date set forth above) amounts are payable as Interest on this certificate from amounts the Trustee has received from the County as a Contract Charge for such Interest Payment Date, computed as stated above, provided that such Contract Charge is sufficient to pay Interest on all outstanding Certificates, computed in accordance with their respective terms on the aggregate outstanding Principal amounts of all outstanding Certificates. Such Interest is payable to the respective registered owners of the Certificates as of the particular Regular Record Date immediately prior to such Interest Payment Date.

Any principal of any particular Certificate shall be reduced by any amount previously paid as principal (excluding any amount representing a prepayment premium) (such principal to the extent not so reduced ***outstanding Principal***).

Outstanding Principal of this certificate is payable on the Maturity Date to the Registered Holder hereof if the Trustee has received a Principal Payment.

The Contract and the Certificates evidencing a beneficial interest in other portions of the Trust Estate provide for other payments (including payments on such Certificates) to be made on a parity with or prior to Interest and Principal hereon, and those other payments may result in either Interest or Principal not being timely paid in full. Reference is made to the Contract for a statement of the applicable priorities of payments.

Certificates maturing prior to _____ shall not be subject to voluntary prepayment.

Any and all Certificates maturing on or after _____ will be subject to redemption prior to maturity at the election of the County, at any time, as a whole or in part, at a redemption price equal to the greater of (i) 100% of the principal amount thereof or (ii) the Discounted Value thereof, together, in either case, with accrued interest to the redemption date. The County may select amounts and maturities or portions of maturities of Certificates for optional redemption at the County's sole discretion, except that any redemption of Certificates will reduce pro rata any remaining amounts of the Certificates remaining outstanding. All calculations and determinations referred to in this section with respect to Discounted Value, except as provided in the preceding sentence, will be made by a financial advisor selected by the County.

"Discounted Value" means, with respect to each outstanding maturity of the Certificates to be redeemed, the sum of the amounts obtained by discounting all remaining scheduled payments of principal and interest (exclusive of interest accrued to the date of redemption) on such maturity from their respective scheduled payment dates to the applicable redemption date, at a yield (computed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months) equal to the applicable Discount Yield.

"Discounted Yield" means, with respect to each maturity and interest rate of the Certificates to be redeemed on a particular date, the Blended Treasury Yield determined with respect to the Certificates of such Series and maturity and interest rate, plus 0.20% per annum. The Discounted Yield will be calculated assuming semiannual compounding based upon a 360-day year consisting of twelve 30-day months.

"Blended Treasury Yield" means, with respect to the Certificates of such maturity and interest rate, the yield computed by the linear interpolation of two Market Treasury Yields such that the theoretical maturity that corresponds to the interpolated Market Treasury Yield equals the date that corresponds to the remaining average life of the Certificate of such maturity and interest rate to be redeemed. The first Market Treasury Yield shall be based on an actively traded U.S. Treasury security or U.S. Treasury index whose maturity is closest to but no later than the date corresponding to the remaining average life of the Certificate of such maturity and

interest rate to be redeemed; the second Market Treasury Yield shall be based on an actively traded U.S. Treasury security or U.S. Treasury index whose maturity is closest to but no earlier than the date corresponding to the remaining average life of the Certificates of such maturity and interest rate to be redeemed.

"Market Treasury Yield" means that yield, assuming semi-annual compounding based upon a 360-day year consisting of twelve 30-day months, which equal to:

(i) the yield for the applicable maturity of an actively traded U.S. Treasury security, reported, as of 11:00 a.m., New York City time, on the Valuation date on the display designated as "Page PX1" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in U.S. Treasury securities); or

(ii) if the yield described in (i) above is not reported as of such time or the yield reported as of such time is not ascertainable, the most recent yield data for the applicable U.S. Treasury maturity index from the Federal Reserve Statistical Release H.15 Daily Update (or any comparable or successor publication) reported, as of 11:00 a.m., New York City time, on the Valuation Date; or

(iii) if the yields described in (i) and (ii) above are not reported as of such time or the yields reported as of such time are not ascertainable, the yield for the applicable maturity of an actively traded U.S. Treasury security shall be based upon the average of yield quotations for such security (after excluding the highest and lowest quotations) as of 3:30 p.m., New York City time, on the Valuation Date received from no less than five primary dealers in U.S. government securities selected by the County.

Each yield quotation for each actively traded U.S. Treasury security required in (i) and (iii) above shall be determined using the average of the bid and ask prices for that security.

"Valuation Date" means the seventh Business Day preceding the redemption date.

Redemption from Redemption Payments correspondingly reduces Principal payable on the Maturity Date (and the amount on which Interest is computed following such redemption).

The Registered Holder, by purchasing or acquiring this certificate, and each beneficial owner of this certificate, by purchasing or acquiring a beneficial ownership interest therein, agree that for all U.S. federal, state and local income, business, franchise, gross receipts, modified gross receipts and modified value added tax purposes, (i) they will treat the Funding Trust as a grantor trust under the Internal Revenue Code of 1986, as amended, (ii) they will be treated as the owner of an undivided *pro rata* interest in the portion of the Funding Trust attributable to this certificate, and (iii) they will treat the Funding Trust Receivables as payments in respect of

indebtedness (and will thereby also acknowledge that the Contract Payments including Scheduled Payments, Optional Prepayment Amounts and the Contract Charges made by the County are payments in respect of indebtedness). This certificate is payable solely from Contract Payments which may be received by the Trustee pursuant to the Contract. Such Contract Payments will include Scheduled Payments and Contract Charges payable by the County under the Contract corresponding to the Principal of and Interest on the Certificates. The County's obligations to make Contract Payments are unsecured contractual obligations of the County, enforceable in the same manner as any other contractual obligation of the County. Such payment obligations of the County are not general obligations of the County, and neither the faith and credit, taxing power nor any specific revenues of the County are pledged to the Contract Payments coming due under the Contract.

The County's unconditional contractual obligation to pay all Contract Payments is not "subject to appropriation," as is customary with many certificate of participation transactions entered into by municipalities in the United States. The County's Contract is not subject to termination if the County were to fail to appropriate sufficient amounts for the required payments in any single year. The County is legally bound to make all Contract Payments for the full term of the Contract, and statutory remedies, including, but not limited to, the Revised Judicature Act of 1961, Act No. 236 of the Michigan Public Acts of 1961, as amended, (Michigan Compiled Laws Section 600.6093), exist to enforce the County's obligations.

Reference is hereby made to the Trust Agreement and the Contract (copies of which and other documents related to the Certificates are on file at the designated office of the Trustee, located in Columbus, Ohio on the Original Issue Date) for a description of the rights, responsibilities, and remedies of the Certificateholders and the Trustee.

Notice of Redemption shall be mailed by first-class mail, not less than 30 days nor more than 45 days before the Redemption Date, to the Registered Holder of this certificate, as shown on the Certificate registry kept by the Trustee, but neither failure to receive notice of redemption given as provided in the Trust Agreement nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption of any Certificates for which no failure or deficiency occurred. The Trust Agreement provides that the Trustee shall provide additional notice that provides material compliance with Securities Exchange Act Release No. 34-23856 (December 3, 1986) as the same may be modified, amended or supplemented from time to time by formal action of the Securities and Exchange Commission or by generally accepted practice of corporate trustees. No failure to give such additional notice or defect therein or in the manner in which given shall affect the sufficiency of the proceedings for the redemption of any Certificates. If Certificates listed on the Official List of the Luxembourg Stock Exchange are to be redeemed, notice of redemption will also be made either in a daily newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange at www.bourse.lu.

If this certificate is duly called for Redemption and payment is duly provided therefor as specified in the Trust Agreement, this certificate shall cease to accrue Interest from and after the date fixed for Redemption.

The ownership of this certificate is transferable only upon the Registry kept by the Trustee at the designated corporate trust office of the Trustee by the Registered Holder hereof in person, or by such Registered Holder's attorney duly authorized in writing, upon the surrender of this certificate together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Holder or such Registered Holder's attorney duly authorized in writing, and thereupon a new registered certificate or certificates of the same tenor, representing the same denomination in the aggregate and having the same Maturity Date shall be issued to the transferee in exchange therefor as provided in the Trust Agreement and upon the payment of the charges, if any, therein prescribed.

This certificate is not valid for any purpose until the Trustee's Certificate of Authentication on this certificate has been executed by the Trustee.

[*The Trustee's Certificate of Authentication follows*]

Certificate of Authentication

This certificate is one of the Certificates described in the within-mentioned Trust Agreement.

The Huntington National Bank
as Trustee of the **2008 Washtenaw County Retiree Medical Benefits Funding Trust**

By:_____

Date of Authentication: _____

Assignment

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

_____

(Please print or typewrite name and address of transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____ _____

Signature Guaranteed:

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within certificate in every particular, without alteration or enlargement or any change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person's authority to act must accompany the certificate.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program. The Transfer Agent will not effect transfer of this certificate unless the information concerning the transferee requested below is provided.

Name and Address: _____

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER

_____

IDENTIFYING NUMBER OF TRANSFEREE

(Include information for all joint owners if the certificate is held by joint account.)

_____

(Insert number for first named Transferee if held by joint account)