

JEFFERSON COUNTY, ALABAMA

Series Designations and CUSIP Numbers on Attached Schedule A

MATERIAL EVENT NOTICE

July 30, 2013

The following information is provided by Jefferson County, Alabama (the “County”) pursuant to certain Continuing Disclosure Agreements executed and delivered by the County in connection with the issuance of certain of the obligations set forth on the attached Schedule A (the “Obligations”), in compliance with Securities and Exchange Commission Rule 15c2-12. Although the County has no Continuing Disclosure Agreement with regard to certain of the Obligations described in Schedule A (due to their exemption from the continuing disclosure obligations of SEC Rule 15c2-12), the County has nonetheless determined to include such Obligations in this Material Event Notice.

On November 9, 2011, the County filed a petition for relief under Chapter 9 of the United States Bankruptcy Code (the “Bankruptcy Proceeding”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”). The Bankruptcy Proceeding is styled *In re: Jefferson County, Alabama, Case No. 11-05736-9*.

Execution of Plan Support Agreement

In an effort to propose and pursue confirmation of a consensual plan of adjustment in the Bankruptcy Proceeding, the Jefferson County Commission (the “Commission”) approved the execution and delivery of a Plan Support Agreement by and between the County and Lehman Brothers Special Financing Inc. on July 23, 2013. A copy of the executed Plan Support Agreement is attached hereto as Exhibit A.

Amended Financing Plan

On June 4, 2013, the Commission preliminarily approved a proposed plan of finance (the “Financing Plan”) for refinancing the County’s outstanding sewer revenue warrants. On July 23, 2013, the Commission preliminarily approved an amended proposed Financing Plan. A copy of the amended Financing Plan is attached hereto as Exhibit B.

Revisions to Plan of Adjustment and Disclosure Statement

On June 30, 2013, the County filed a Chapter 9 Plan of Adjustment (the “Plan of Adjustment”) and a related Disclosure Statement (the “Disclosure Statement”) with the Bankruptcy Court. On July 29, 2013, the County filed a revised Plan of Adjustment and a revised Disclosure Statement with the Bankruptcy Court. The Plan of Adjustment and the Disclosure Statement are available for review and download from the website of the County’s Claims and Noticing Agent and Ballot Tabulator, Kurtzman Carson Consultants LLC, at <http://www.jeffersoncountyrestructuring.com>. Neither the Plan of Adjustment nor the Disclosure

Statement have been approved by the Bankruptcy Court at this time and both documents may be amended, supplemented, or modified from time to time by the County prior to Bankruptcy Court approval. A hearing at which the Bankruptcy Court will consider whether to approve the Disclosure Statement has been scheduled for August 6, 2013.

Exhibit A

PLAN SUPPORT AGREEMENT

THIS PLAN SUPPORT AGREEMENT DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT ANY CHAPTER 9 PLAN OR A SOLICITATION OF VOTES TO ACCEPT OR REJECT ANY CHAPTER 9 PLAN; ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED OR MADE UNTIL THE BANKRUPTCY COURT APPROVES A DISCLOSURE STATEMENT RESPECTING A PLAN

This PLAN SUPPORT AGREEMENT (as it may be amended or supplemented from time to time in accordance with the terms hereof, this "Agreement"), dated as of July 24, 2013, is made and entered into by and between Jefferson County, Alabama (the "County"), on the one hand, and Lehman Brothers Special Financing Inc. ("LBSF"), on the other hand. Each of LBSF and the County are referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to a Trust Indenture, dated as of February 1, 1997 (as supplemented by eleven supplemental indentures through the date hereof, the "Indenture"), between the County and The Bank of New York Mellon, as indenture trustee and successor to AmSouth Bank of Alabama (in such capacity, the "Trustee"), the County issued approximately \$3.6 billion principal amount of warrants secured by the net revenues of the County's sewer system (the "Sewer Warrants");

WHEREAS, in connection with the issuance of certain series of the Sewer Warrants, the County and LBSF entered into that certain *ISDA Master Agreement* dated as of October 23, 2002 (as subsequently amended via an amendment dated as of September 14, 2006, and together with all schedules, annexes, and confirmations related thereto, the "Swap Agreement");

WHEREAS, on November 9, 2011, the County filed a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code"), thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court");

WHEREAS, LBSF has filed a proof of claim (in duplicate) and an amended proof of claim (designated as claim numbers 878, 1148, and 1368) in the Bankruptcy Case against the County asserting rights to be paid various amounts arising from or in connection with the Swap Agreement, including (i) an asserted claim of \$1,002,754.42, which allegedly represents the net total periodic payments that had accrued and were due to LBSF at the time of the termination of the Swap Agreement, plus interest thereon through the petition date for a total asserted claim of \$1,656,230.21 (the "Periodic Payment Claim"); (ii) an asserted claim of \$67,225,730.00, which allegedly represents the amount due and payable under and as a result of termination of the Swap Agreement, plus interest thereon through the petition date for a total asserted claim of \$100,561,405.06 (the "Termination Claim"); and (iii) other asserted unliquidated amounts purportedly due under the Swap Agreement or the Bankruptcy Code (collectively with the Periodic Payment Claim, the Termination Claim, and any and all other claims of LBSF, whatever the origin or nature, the "LBSF Claims");

WHEREAS, the County disputes LBSF’s entitlements with respect to certain of the LBSF Claims (including with respect to the allowability, secured status, amount, and priority of such claims), and LBSF disputes the County’s contentions and asserts that the LBSF Claims are valid and allowable in all respects;

WHEREAS, on October 18, 2012, LBSF commenced a declaratory relief action against the Trustee and the County styled as *Lehman Brothers Special Financing Inc. v. The Bank of New York Mellon, as Indenture Trustee, and Jefferson County, Alabama (In re Jefferson County, Alabama)*, Adversary Proceeding No. 12-00149-TBB (Bankr. N.D. Ala.) (the “Lehman Adversary”), which Lehman Adversary remains pending;

WHEREAS, on June 30, 2013, the County filed a chapter 9 plan of adjustment (the “Current Plan”) and accompanying disclosure statement (the “Current Disclosure Statement”);

WHEREAS, counsel for LBSF has indicated that LBSF intends to object to approval of the Current Disclosure Statement and to confirmation of the Current Plan including, among other reasons, because the Current Plan purportedly does not properly classify or treat the Periodic Payment Claim;

WHEREAS, the Parties and their representatives have engaged in good faith, arms’ length settlement discussions regarding a consensual resolution of disputes among them and, subject to the terms and conditions set forth herein, each Party has agreed to support and implement a restructuring transaction (a “Restructuring”) in accordance with the terms and conditions described herein;

WHEREAS, the County previously in connection with the Sewer Warrants and claims related thereto entered into three other plan support agreements dated as of June 6, 2013, and a fourth other plan support agreement dated as of June 27, 2013 (collectively, the “Other Sewer PSAs”);

WHEREAS, the Parties recognize that this Agreement is subject to and limited by the solicitation requirements of applicable bankruptcy law;

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

Section 1. Restructuring and Plan Support.

(a) The County shall modify the Current Plan so that it is an Acceptable Plan. An “Acceptable Plan” means a chapter 9 plan of adjustment that:

(i) classifies the Periodic Payment Claim in a class that is separate from the class in which the Termination Claim and any other LBSF Claims are classified, and

provides that the Periodic Payment Claim will be allowed on the effective date of the Acceptable Plan (the “Effective Date”);

(ii) provides that LBSF will receive a cash recovery of \$1,250,000.00 on the Effective Date in full, final, and complete settlement, satisfaction, release, and exchange of the Periodic Payment Claim;

(iii) provides that the Termination Claim and any other LBSF Claims are not expected to receive any recovery on account of the subordinated status of such claims (for the avoidance of doubt, the treatment of Class 1-E in the Current Plan with respect to the Termination Claim and any other LBSF Claims constitutes appropriate treatment under this clause 1(a)(iii) and any similar treatment will render a plan an Acceptable Plan);

(iv) includes LBSF among the “Sewer Released Parties” that will give and receive broad releases under the plan;

(v) includes a requirement that, unless otherwise waived, the Effective Date shall occur on or before December 31, 2013; and

(vi) in connection with the occurrence of the Effective Date, provides for the dismissal of the Lehman Adversary.

(b) LBSF shall (i) support confirmation of an Acceptable Plan; (ii) subject to Bankruptcy Code sections 1125 and 1126, timely vote all LBSF Claims that are entitled to vote on the plan to accept an Acceptable Plan and not change or withdraw (or cause to be changed or withdrawn) such vote except pursuant to Section 6.4; and (iii) subject to the occurrence of the Effective Date, provide a release of all Sewer Released Parties and receive a release from all Sewer Released Parties, in each case with respect to all “Sewer Released Claims” as such term is defined in an Acceptable Plan (which definition will be substantially similar to that set forth in Exhibit A hereto), in accordance with an Acceptable Plan. For the avoidance of doubt, such releases shall not release any rights of LBSF under this Agreement or an Acceptable Plan.

(c) This Agreement is not and shall not be deemed to be a solicitation of or votes for the acceptance or rejection of any chapter 9 plan for the purposes of Bankruptcy Code sections 1125 and 1126 or otherwise. There will be no solicitation of acceptances of LBSF or any other creditors with respect to an Acceptable Plan until such parties have received a disclosure statement, any supplements thereto, and related ballot, in each case as approved by the Bankruptcy Court. Each Party further acknowledges that no securities of the County are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of the County.

Section 2. Litigation Standstill.

(a) LBSF and the County will seek to obtain a stay of the Lehman Adversary pending the Effective Date or termination of this Agreement, whichever is earlier.

(b) Each Party agrees that it shall (i) not commence any new litigation against any other Party or any party to the Other Sewer PSAs that is related to the County, the Bankruptcy Case, the Sewer Warrants (including any financing or other transactions entered into in connection therewith), or the Swap Agreement (in each case, whether pending before the Bankruptcy Court or before any other court), but excluding any litigation to enforce, interpret, or implement this Agreement, an Acceptable Plan, the Restructuring, or any document executed in connection therewith; and (ii) take no action inconsistent with the Restructuring contemplated by this Agreement and an Acceptable Plan.

Section 3. Representations and Covenants Regarding Claims.

(a) LBSF represents that as of the date of this Agreement, it has made no prior Transfer (as defined below), and has not entered into any other agreement to assign, sell, participate, grant, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interest in any LBSF Claims that are inconsistent with, or in violation of, the representations and warranties of LBSF herein, in violation of its obligations under this Agreement or that would adversely affect in any way LBSF's performance of its obligations under this Agreement at the time such obligations are required to be performed.

(b) LBSF covenants that, from the date hereof until the termination of this Agreement in accordance with Section 6 of this Agreement, it will not sell, pledge, hypothecate, or otherwise transfer, assign or dispose of any of its LBSF Claims, or grant any option, right to acquire, or voting, participation, or other interest therein to any person or entity (any such transfer, disposition, or grant, a "Transfer"), unless the transferee thereof agrees in writing to assume and be bound by this Agreement, agrees to assume the obligations of LBSF under this Agreement, and delivers such writing to each of the Parties within two (2) business days of the relevant Transfer (each such transferee becoming, upon a Transfer, a Party hereunder). Any attempt to Transfer any LBSF Claims or related rights or interests therein from the date hereof until the termination of this Agreement in accordance with Section 6 of this Agreement shall be deemed ineffective, including with regard to any right to accept or reject an Acceptable Plan or the Restructuring, and shall be deemed void *ab initio*.

Section 4. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants (on a several basis, with respect to such Party only) to each of the other Parties, each of which are continuing representations, warranties, and covenants:

(a) Subject to Bankruptcy Code sections 1125 and 1126 (in the case of LBSF), this Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, and the actions to be taken by such Party, including in respect of the Restructuring contemplated by this Agreement, are within such Party's powers and have been duly authorized by all necessary action on its part.

(b) The execution, delivery, and performance of this Agreement by such Party does not and shall not: (i) violate any law, rule, or regulation applicable to such Party or any of its subsidiaries, as applicable; (ii) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries, as applicable; or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries, as applicable, is a party.

(c) Subject to the provisions of Bankruptcy Code sections 1125 and 1126 (in the case of LBSF), and the approval by the County Commission (in the case of the County, which approval has been obtained as set forth below), the execution, delivery, and performance by such Party of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body. The County represents that any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body that is required before the County Commission can execute, deliver, and perform this Agreement shall have been completed, received, or given, as the case may be, prior to the County's execution and delivery of this Agreement, and the County Commission has duly approved and authorized the execution, delivery, and performance of this Agreement by the County.

Section 5. Support Commitments.

In connection with the agreement of LBSF to support confirmation and consummation of an Acceptable Plan and consummation of the Restructuring, as long as this Agreement has not been terminated in accordance with Section 6, LBSF shall:

(a) not object to, challenge, or otherwise commence or participate in any proceeding opposing any of the terms of the Restructuring contemplated by this Agreement and an Acceptable Plan, including the treatment set forth in the Current Plan of Class 1-E with respect to the Termination Claim and any LBSF Claims other than the Periodic Payment Claim;

(b) not seek or support appointment of a trustee for the County under Bankruptcy Code section 926(a) or dismissal of the Bankruptcy Case;

(c) to the extent available, without any Party conceding its applicability or its inapplicability, not make or affirmatively reject any election for the application of Bankruptcy Code section 1111(b)(2) to any claims arising from or in connection with the Indenture or the Swap Agreement;

(d) not seek or support the reinstatement of control over the sewer system or sewer rate-setting in the receiver appointed by the Alabama state court or any other receiver; and

(e) take no action (directly or indirectly) that is inconsistent with this Agreement or an Acceptable Plan, or that would delay or otherwise impede approval of the disclosure statement for an Acceptable Plan or the expeditious confirmation and consummation of an Acceptable Plan or consummation of the Restructuring.

Section 6. Termination & Default.

6.1. Events of Termination & Default.

(a) The County and LBSF may together terminate this Agreement by written agreement.

(b) If any governmental authority, including the Bankruptcy Court or any other regulatory authority or court of competent jurisdiction, enters any final, non-appealable ruling, or order enjoining the consummation of a material portion of the Restructuring, makes a final, non-appealable determination that, or issues a final, non-appealable judgment, order, decree, or ruling to the effect that this Agreement or any material provision of this Agreement or any related document is illegal, invalid, or unenforceable, or enters a final, non-appealable judgment, order, decree, or ruling denying confirmation of an Acceptable Plan, then LBSF or the County may terminate this Agreement by written notice to each other Party.

(c) If LBSF materially breaches this Agreement and does not remedy such breach within fifteen (15) calendar days of receiving written notice thereof from the County, then, subject to such Party's rights under Section 6.2(a), the County may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(d) If the County materially breaches this Agreement and does not remedy such breach within fifteen (15) calendar days of receiving written notice thereof or within such other period that may be specified elsewhere in this Section 6.1 in the case of any other specified material breach by the County, then LBSF may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(e) If the County withdraws, files a motion or pleading to withdraw, or publicly announces its intention not to pursue, an Acceptable Plan, or proposes or files a motion with the Bankruptcy Court seeking approval of a plan that is not an Acceptable Plan, or the County modifies an Acceptable Plan such that it is no longer an Acceptable Plan and does not remedy or rescind such action within ten (10) calendar days of receiving written notice thereof, then LBSF may terminate this Agreement by giving a second written notice to each other Party within fifteen (15) calendar days of the first written notice.

(f) If the County files any motion, pleading, and/or disclosure statement that, in the reasonable judgment of LBSF, is materially inconsistent with an Acceptable Plan or adversely affects a right, obligation, or interest of LBSF under this Agreement or an Acceptable Plan and does not remedy or rescind such action within fifteen (15) calendar days of receiving written notice thereof from LBSF, then LBSF may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(g) If LBSF files any motion or pleading that, in the reasonable judgment of the County, is materially inconsistent with an Acceptable Plan or adversely affects a right, obligation, or interest of the County under this Agreement or an Acceptable Plan, and does not

remedy or rescind such action within fifteen (15) calendar days of receiving written notice thereof from the County, then the County may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(h) If (i) the Bankruptcy Case is dismissed or (ii) control over the sewer system or sewer rate-setting is reinstated in the receiver appointed by the Alabama state court or any other receiver, then the County or LBSF may terminate this Agreement by giving written notice to each other Party at any time thereafter.

(i) If any of the Other Sewer PSAs shall have been terminated or is no longer in full force and effect, then the County or LBSF may by written notice to each other Party terminate this Agreement at any time thereafter.

(j) If any condition precedent to confirmation or the Effective Date of an Acceptable Plan is not satisfied, then the County or LBSF may give written notice of such failure of condition to each other Party and may terminate this Agreement by giving a second written notice to each other Party after the expiration of ten (10) calendar days after such first written notice unless, before the expiration of such ten (10) calendar days, the condition is satisfied or, if waiveable, has been waived in accordance with the terms of such Acceptable Plan.

(k) If not previously terminated in accordance with the provisions hereof, this Agreement shall terminate automatically without further required action or notice upon the Effective Date of an Acceptable Plan.

Each of the foregoing events set forth in subsections (a) through (k) entitling a Party or Parties to terminate or amend this Agreement, as applicable, shall constitute a “Trigger Event.”

6.2. Trigger Event Notices.

(a) Each Party receiving a notice asserting that a Trigger Event has occurred may challenge the accuracy or validity of such notice by commencing a proceeding in Bankruptcy Court within seven (7) calendar days of receiving such notice. All Parties consent to an expedited hearing of any such proceeding. For the avoidance of doubt, this Section 6.2(a) shall only apply to Sections 6.1(b)-(g) and (j), and a Trigger Event under all other clauses of Section 6.1 will result in termination of this Agreement in accordance with the express terms of the Trigger Event.

(b) The failure of one or more Parties to give a second notice required under Section 6.1 within the time specified for giving such notice (solely to the extent applicable) shall constitute a waiver of the right of such Party or Parties to terminate this Agreement based on the event specified in the first notice (but shall not constitute a waiver with respect to any future new event). Such a potential waiver shall apply only to Trigger Events in Sections 6.1(c)-(g) and (j), and not the other Trigger Events in Section 6.1.

(c) Each Party hereby waives any requirement under Bankruptcy Code sections 362 or 922 to lift the automatic stays thereunder for purposes of providing a first or

second notice of a Trigger Event or termination of this Agreement (and agrees not to object to any non-breaching Party seeking, if necessary, to lift such automatic stays in connection with the provision of any such notice) or commencing a proceeding in the Bankruptcy Court with respect thereto; *provided, however*, that nothing in this Section 6.2(c) shall prejudice any Party's rights to argue that the notice of a Trigger Event or termination of this Agreement was not proper under the terms of this Agreement.

6.3. Benefits of Termination.

The foregoing Trigger Events are intended solely for the benefit of the specified Parties; *provided, however*, that no Party may terminate this Agreement based upon a breach or a failure of a condition (if any) in this Agreement arising solely out of its own actions or omissions. Other than as contemplated in Section 6.2(b), a Trigger Event may be waived only by the Party for whose benefit such a Trigger Event exists.

6.4. Effect of Termination.

Upon termination of this Agreement in accordance with Section 6.1, the obligations and agreements of each Party under this Agreement shall terminate and be of no further force and effect other than those obligations and agreements that expressly survive the termination of this Agreement as set forth in Section 7.12; *provided, however*, that any claim for breach of this Agreement shall survive termination and all rights and remedies with respect to such breach shall be neither waived nor prejudiced in any way by any such termination. Upon termination of this Agreement in accordance with Section 6.1 (other than a termination under Section 6.1(k)), any and all ballots with respect to an Acceptable Plan delivered by LBSF prior to such date of termination shall be immediately withdrawn, and such ballots shall be deemed to be null and void for all purposes and shall not be considered or otherwise used in any manner.

Section 7. Miscellaneous Terms.

7.1. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, and their respective successors, assigns, and representatives, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

7.2. Effectiveness of Agreement; Savings Clause.

This Agreement shall become effective once (i) duly executed by the County after being duly approved by the County Commission and (ii) duly executed by LBSF. Notwithstanding the foregoing, the treatment under an Acceptable Plan shall become effective only on the Effective Date. If any provision hereof is construed to constitute an agreement to take any step or action that would violate any provision of applicable bankruptcy law or any other applicable law, such provision shall be deemed stricken herefrom and of no force and effect without liability to any of the Parties and without constituting a Trigger Event except as provided in Section 6.1(b), and

shall not affect the validity, legality, or enforceability of any other provision of this Agreement unless the deletion of such provision results in the Plan no longer being an Acceptable Plan.

7.3. Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

7.4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, WITHOUT REGARD TO THE “CHOICE OF LAW” PRINCIPLES OF THAT OR ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees that any dispute with respect to this Agreement shall be resolved by the Bankruptcy Court, which shall have non-exclusive jurisdiction and power to enforce the terms of this Agreement. Each of the Parties irrevocably consents to service of process by mail at the addresses listed for such Party in Section 7.11 hereof. Each of the Parties agrees that its submission to jurisdiction and consent to service of process by mail is made for the sole and express benefit of each of the other Parties to this Agreement.

7.5. Complete Agreement; Interpretation; Amendment, Modification and Waiver.

(a) This Agreement, together with all exhibits and schedules attached hereto, constitutes the complete agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Parties with respect to the subject matter hereof.

(b) This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.

(c) This Agreement may not be modified, amended, or supplemented except in a writing signed by the County and LBSF.

(d) Other than waivers contemplated by Section 6.2(b), no waiver of any provision of this Agreement or any default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be valid unless that waiver is made in a writing signed by the Party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any manner any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant.

7.6. Specific Performance.

This Agreement is intended as a binding commitment enforceable in accordance with its terms. Each Party acknowledges and agrees that the exact nature and extent of damages resulting from a breach of this Agreement are uncertain at the time of entering into this Agreement and that any such breach of this Agreement would result in damages that would be difficult to determine with certainty. It is understood and agreed that any non-breaching Party shall be entitled to seek specific performance, mandamus, and injunctive relief as its sole remedies for any such breach, and each Party further agrees to waive, and to cause each of their representatives to waive, any requirement for the securing or posting of any bond in connection with requesting such remedy. Such remedies shall be the exclusive remedies for the breach of this Agreement by any Party.

7.7. Execution of the Agreement.

This Agreement may be executed and delivered (by facsimile, PDF, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Delivery of an executed signature page of this Agreement by telecopier or email shall be as effective as delivery of a manually executed signature page of this Agreement. Each Party represents that each individual executing this Agreement on behalf of such Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party

7.8. Independent Due Diligence and Decision-Making.

Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the County.

7.9. Settlement Discussions.

This Agreement and the Restructuring are part of a proposed settlement of claims and disputes among the Parties and are the product of good faith, arm's length negotiations among the Parties and their respective representatives. Nothing herein shall be deemed an admission of any kind and no act or agreement in furtherance of the provisions hereof shall be construed in any way as an admission of fault, wrongdoing, or liability on the part of any Party; *provided, however*, that, consistent with the final two sentences of this Section 7.9, this Agreement may be admitted for the purposes identified therein. If the transactions contemplated herein are not consummated, or following the termination of this Agreement as set forth herein, if applicable, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights other than as set forth in the final two sentences of this Section 7.9. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce or interpret the terms of this Agreement. Subject to any otherwise applicable rules in the Federal Rules of Evidence (other than Federal Rule of Evidence 408), this Agreement may be admitted into

evidence in any proceeding arising as a result of or in connection with a Party's breach of this Agreement or in which breach of this Agreement is alleged as a relevant fact.

7.10. Successors and Assigns; Severability.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.11. Notices.

All notices hereunder (including any termination notice), shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier, or by registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at such other addresses or telecopier numbers as shall be specified by like notice):

If to the County:

Jefferson County, Alabama
Attn: County Manager
Room 251, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203
Facsimile: (205) 731-2879

-and-

Jefferson County, Alabama
Attn: County Attorney
Room 280, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203
Facsimile: (205) 325-5840

-and-

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attn: J. Patrick Darby, Esq.
Facsimile: (205) 521-8500
Email: pdarby@babbc.com

-and-

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067
Attn: Kenneth N. Klee, Esq.; Lee R. Bogdanoff, Esq.; Whitman L. Holt, Esq.
Facsimile: (310) 407-9090
E-mail: kkle@ktbslaw.com; lbogdanoff@ktbslaw.com; wholt@ktbslaw.com

If to LBSF:

Lehman Brothers Holdings Inc.
1271 Avenue of the Americas, 40th Floor New York, NY 10020
Attention: Derivatives Legal
Facsimile No.: (646) 285-9701
With mandatory copy to: core_cap_mo_mailbox@lehmanholdings.com

-and-

Christian & Small LLP
505 20th Street North, Suite 1800
Birmingham, Alabama 35203
Attn: James C. Huckaby, Jr., Esq.; Bradley R. Hightower, Esq.
Facsimile: (205) 328-7234
E-mail: JCHuckaby@csattorneys.com; BRHightower@csattorneys.com

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by telecopier shall be effective upon oral or machine confirmation of transmission. Any notice given by electronic mail shall be effective upon oral or machine confirmation of receipt. For the avoidance of doubt, any references in this Agreement to a “notice” shall mean a written notice sent in accordance with this Section 7.11.

7.12. Survival.

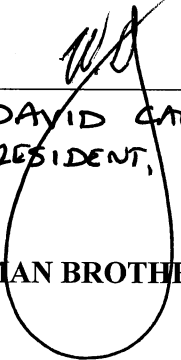
Notwithstanding any termination of this Agreement pursuant to Section 6.1 hereof, the agreements and obligations of the Parties in Sections 6.3, 6.4, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.8, 7.9, 7.10, 7.11, 7.13, and this Section 7.12 shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

7.13. Use of “Including”.

Whenever this Agreement uses the word “including,” such reference shall be deemed to mean “including, without limitation.”

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA



By: **DAVID CARRINGTON**
Its: **PRESIDENT, JEFFERSON COUNTY COMMISSION**

LEHMAN BROTHERS SPECIAL FINANCING INC.

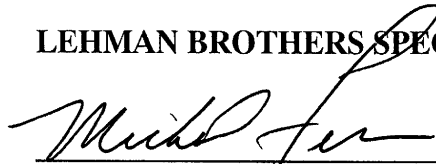
By:
Its:

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

By:
Its:

LEHMAN BROTHERS SPECIAL FINANCING INC.



By: Michael Ferraro
Its: VP

Exhibit A

“Sewer Released Claims” means any and all Claims, Causes of Action, and Avoidance Actions (including those arising under the Bankruptcy Code or nonbankruptcy law) based in whole or in part on any act, event, omission, transaction, or other occurrence taking place on or before the Effective Date, in connection with, relating to, or arising from: the County, the Case, the negotiation, formulation and preparation of the Plan and any related documents or the implementation of the transactions contemplated hereby or thereby, the Sewer Warrants, the Sewer Warrant Indenture, the Sewer Insurance Policies, the Sewer DSRF Reimbursement Agreements, the Standby Sewer Warrant Purchase Agreements, the Sewer Swap Agreements, the Syncora Settlement Agreement, the Asserted Full Recourse Sewer Claims, the Bank Warrant Default Interest Claims, the LBSF Periodic Payment Claim, the Sewer System, or any swap, financing, or other transaction relating to the Sewer System, including any and all Claims or Causes of Action challenging the validity or enforceability of the Sewer Warrants or the issuance thereof, payments of principal and interest made in respect of the Sewer Warrants, acceleration of the Sewer Warrants, the manner in which Sewer Warrant Trustee has applied revenues of the Sewer System to payment of Sewer Debt Claims both before and during the Case, including any Causes of Action related to the reapplication to principal of any interest payments made on the Sewer Warrants during the Case, issues raised by the Declaratory Judgment Action, or any Sewer System rates or charges established or collected by the County in connection with the issuance or the payment of debt service in respect of the Sewer Warrants, or seeking the return to the County of any payment made by the County in connection with the Sewer Warrants or any swap, financing, or other transaction relating to the Sewer System. The Sewer Released Claims do not include (a) any obligations under or reserved by the Plan (including the payment of Covered Tail Risk, the Sewer Warrant Insurers Outlay Amount, and the Non-Commutation True-Up Amount), the New Sewer Warrant Indenture, the New Sewer Warrants, the Put Agreement, the Tail Risk Payment Agreements, and the Sewer Warrant Insurers Agreements; (b) any rights of the Sewer Warrant Insurers vis-à-vis each other to the extent not released in or reserved in any of the Sewer Warrant Insurers Agreements; (c) any Sewer Wrap Payment Rights of FGIC against Assured on account of any unpaid FGIC Assured-Insured Warrant Claims; (d) any rights of the Supporting Sewer Warrantholders vis-à-vis each other to the extent contained in agreements among themselves; (e) any Claim held by a Sewer Released Party or any of its Related Parties in a fiduciary, agency, or other representative capacity for third-party customers, clients, or accountholders, but only to the extent any such customers, clients, or accountholders are not also Sewer Released Parties (for the avoidance of doubt, this clause (e) shall not exclude from the scope of the Sewer Released Claims any Claims arising from (i) any “Covered Sewer Warrants” as defined in the Supporting Sewer Warrantholder Plan Support Agreement, (ii) the Sewer Warrants set forth on Schedule 1 to the Sewer Plan Support Agreement among the County and the JPMorgan Parties, (iii) the Sewer Warrants referenced in Section 3(a) of the Sewer Plan Support Agreement among the County and the Sewer Warrant Insurers, (iv) the Bank Warrants referenced in Section 3(a) of the Sewer Plan Support Agreement among the County and the Sewer Liquidity Banks; or (v) the “LBSF Claims” referenced in Section 3 of the Sewer Plan Support Agreement between the County and LBSF); and (f) any Sewer Wrap Payment Rights of a holder of Sewer Warrants that did not make or was deemed not to make the Commutation Election against the applicable Sewer Warrant Insurer.

Exhibit B

Jefferson County, Alabama	
Sewer Revenue Restructuring	
Amended Financing Plan	
Sources and Uses	
Sources:	
Bond Proceeds	
Principal	
Current Interest Bonds	\$1,339,020,000
Capital Appreciation Bonds	\$179,835,131
Convertible Capital Appreciation Bonds	\$458,418,209
Total	\$1,977,273,340
Original Issue Premium/Discount	\$23,991,599
Total Bond Proceeds	\$2,001,264,939
Other Sources	
Cash from System Available to Closing	\$62,288,278
Total Sources	\$2,063,553,216
Uses:	
Proceeds to Creditors (1)	\$1,836,499,060
Put Consideration (2)	\$13,500,000
Debt Service Reserve Fund Deposit	\$197,727,334
Underwriter's Discount	\$13,326,822
Costs of Issuance	\$2,500,000
Additional Proceeds	\$0
Total Uses	\$2,063,553,216
Summary Statistics	
Rate Increases:	Yr. One \$5 & 3.49% NR; 7.89% Yrs. 2-5, 3.49% thereafter
Initial-year increase represents \$5 increase in base charge (residential and nonresidential) and 3.49% increase in volumetric non-residential charges.	
Future Value of Capital Appreciation Bonds	\$1,126,700,000
Future Value of Convertible Capital Appreciation Bonds	\$847,335,000
Future Value of All Capital Appreciating Debt	\$1,974,035,000
Anticipated CAPEX Shortfall	\$1,209,501,464
Dated Date	12/1/13
Delivery Date	12/1/13

This Amended Financing Plan amends the financing plan preliminarily approved by the Jefferson County Commission on June 4, 2013 (the "Financing Plan"). Among the economic modifications made to the Financing Plan by this Amended Financing Plan are revisions to address a decline in actual or projected revenues having an economic effect that equals or exceeds the economic effect that a 50 basis point increase in borrowing rates (yields) over the assumed rates (yields) utilized for purposes of the Financing Plan would have vis-à-vis the sewer rate structure underpinning the Financing Plan. The Amended Financing Plan fully utilizes such 50 basis point amount.

The rates set forth herein are solely for purposes of showing anticipated revenues. It is possible for the County to achieve equivalent revenues through means other than across the board rate increases, such as by tiered rates or minimum charges. This Amended Financing Plan does not adjust the interest rates/yields set forth in the Financing Plan preliminarily approved by the Jefferson County Commission on June 4, 2013."

(1) Amount based on negotiated and assumed distributions to sewer creditors: full usage of \$25 million non-commutation basket, \$165 million to monolines, 65 cent non-commutation distribution, 80 cent commutation distribution (with waivers), and JPM reallocations. Amount does not include distributions to pay, or reimburse insurers for their payment of, preclosing interest and principal scheduled to come due on or after February 1, 2013.

(2) Anticipated amounts payable under the Put Agreement as described in the County's chapter 9 plan.

**Jefferson County, Alabama
Sewer Revenue Restructuring
Amended Financing Plan**

Current Interest Bond Pricing

Maturity Date	Call Date	Principal	Coupon	Yield	Price
Total		1,339,020,000			
4/1/14	N/A	-	5.000%	4.500%	101.942
4/1/15	N/A	9,530,000	5.000%	4.500%	101.942
4/1/16	N/A	15,400,000	5.000%	4.500%	101.942
4/1/17	N/A	-	5.000%	4.500%	101.942
4/1/18	N/A	18,560,000	5.000%	4.500%	101.942
4/1/19	N/A	-	5.125%	4.875%	101.849
4/1/20	N/A	-	5.125%	4.875%	101.849
4/1/21	N/A	12,845,000	5.125%	4.875%	101.849
4/1/22	N/A	-	5.125%	4.875%	101.849
4/1/23	N/A	-	5.125%	4.875%	101.849
4/1/24	4/1/23	-	5.625%	5.375%	101.807
4/1/25	4/1/23	-	5.625%	5.375%	101.807
4/1/26	4/1/23	-	5.625%	5.375%	101.807
4/1/27	4/1/23	-	5.625%	5.375%	101.807
4/1/28	4/1/23	-	5.625%	5.375%	101.807
4/1/29	4/1/23	-	5.625%	5.375%	101.807
4/1/30	4/1/23	-	5.625%	5.375%	101.807
4/1/31	4/1/23	-	5.625%	5.375%	101.807
4/1/32	4/1/23	-	5.625%	5.375%	101.807
4/1/33	4/1/23	-	5.625%	5.375%	101.807
4/1/34	4/1/23	-	5.750%	5.500%	101.797
4/1/35	4/1/23	-	5.750%	5.500%	101.797
4/1/36	4/1/23	-	5.750%	5.500%	101.797
4/1/37	4/1/23	-	5.750%	5.500%	101.797
4/1/38	4/1/23	12,550,000	5.750%	5.500%	101.797
4/1/39	4/1/23	92,465,000	5.750%	5.500%	101.797
4/1/40	4/1/23	105,390,000	5.750%	5.500%	101.797
4/1/41	4/1/23	119,290,000	5.750%	5.500%	101.797
4/1/42	4/1/23	134,290,000	5.750%	5.500%	101.797
4/1/43	4/1/23	150,460,000	5.750%	5.500%	101.797
4/1/44	4/1/23	-	6.000%	5.750%	101.776
4/1/45	4/1/23	-	6.000%	5.750%	101.776
4/1/46	4/1/23	-	6.000%	5.750%	101.776
4/1/47	4/1/23	-	6.000%	5.750%	101.776
4/1/48	4/1/23	-	6.000%	5.750%	101.776
4/1/49	4/1/23	-	6.000%	5.750%	101.776
4/1/50	4/1/23	-	6.000%	5.750%	101.776
4/1/51	4/1/23	-	6.000%	5.750%	101.776
4/1/52	4/1/23	221,040,000	6.000%	5.750%	101.776
4/1/53	4/1/23	447,200,000	6.000%	5.750%	101.776

*Bold dates represent the final maturity of the Term Bonds

**Jefferson County, Alabama
Sewer Revenue Restructuring
Amended Financing Plan**

Capital Appreciation Bond Pricing

Maturity Date	Initial Value	Future Value	Coupon	Yield	Price	CAB Price
Total	179,835,131	1,126,700,000				
4/1/14	-	-	6.025%	6.025%	100.000	98.031
4/1/15	-	-	6.025%	6.025%	100.000	92.390
4/1/16	-	-	6.025%	6.025%	100.000	87.065
4/1/17	-	-	6.025%	6.025%	100.000	82.047
4/1/18	-	-	6.025%	6.025%	100.000	77.319
4/1/19	-	-	6.025%	6.025%	100.000	72.863
4/1/20	-	-	6.025%	6.025%	100.000	68.663
4/1/21	-	-	6.025%	6.025%	100.000	64.706
4/1/22	-	-	6.025%	6.025%	100.000	60.977
4/1/23	-	-	6.025%	6.025%	100.000	57.462
4/1/24	-	-	6.525%	6.525%	100.000	51.505
4/1/25	-	-	6.525%	6.525%	100.000	48.302
4/1/26	2,029,350	4,480,000	6.525%	6.525%	100.000	45.298
4/1/27	3,876,391	9,125,000	6.525%	6.525%	100.000	42.481
4/1/28	5,557,541	13,950,000	6.525%	6.525%	100.000	39.839
4/1/29	7,055,625	18,885,000	6.525%	6.525%	100.000	37.361
4/1/30	8,407,368	23,995,000	6.525%	6.525%	100.000	35.038
4/1/31	9,629,330	29,305,000	6.525%	6.525%	100.000	32.859
4/1/32	10,717,457	34,780,000	6.525%	6.525%	100.000	30.815
4/1/33	-	-	6.525%	6.525%	100.000	28.899
4/1/34	12,682,192	48,915,000	6.750%	6.750%	100.000	25.927
4/1/35	13,334,395	54,960,000	6.750%	6.750%	100.000	24.262
4/1/36	13,908,470	61,260,000	6.750%	6.750%	100.000	22.704
4/1/37	4,270,245	20,100,000	6.750%	6.750%	100.000	21.245
4/1/38	-	-	6.750%	6.750%	100.000	19.881
4/1/39	-	-	6.750%	6.750%	100.000	18.604
4/1/40	-	-	6.750%	6.750%	100.000	17.409
4/1/41	-	-	6.750%	6.750%	100.000	16.291
4/1/42	-	-	6.750%	6.750%	100.000	15.244
4/1/43	-	-	6.750%	6.750%	100.000	14.265
4/1/44	20,226,973	163,055,000	7.000%	7.000%	100.000	12.405
4/1/45	19,868,385	171,575,000	7.000%	7.000%	100.000	11.580
4/1/46	19,500,159	180,390,000	7.000%	7.000%	100.000	10.810
4/1/47	19,127,995	189,555,000	7.000%	7.000%	100.000	10.091
4/1/48	9,643,254	102,370,000	7.000%	7.000%	100.000	9.420
4/1/49	-	-	7.000%	7.000%	100.000	8.794
4/1/50	-	-	7.000%	7.000%	100.000	8.209
4/1/51	-	-	7.000%	7.000%	100.000	7.663
4/1/52	-	-	7.000%	7.000%	100.000	7.154
4/1/53	-	-	7.000%	7.000%	100.000	6.678

*Subject to make-whole provisions from 2023 through 2053

**Jefferson County, Alabama
Sewer Revenue Restructuring
Amended Financing Plan**

Convertible Capital Appreciation Bond Pricing

Maturity Date	Conv. Date	Initial Value	Future Value	Coupon	Yield	Price	CCAB Price
Total		458,418,209	847,335,000				
4/1/23	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/24	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/25	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/26	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/27	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/28	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/29	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/30	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/31	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/32	4/1/23	-	-	6.275%	6.275%	100.000	56.176
4/1/33	4/1/23	23,453,480	41,750,000	6.275%	6.275%	100.000	56.176
4/1/34	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/35	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/36	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/37	4/1/23	27,117,919	49,265,000	6.500%	6.500%	100.000	55.045
4/1/38	4/1/23	37,287,483	67,740,000	6.500%	6.500%	100.000	55.045
4/1/39	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/40	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/41	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/42	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/43	4/1/23	-	-	6.500%	6.500%	100.000	55.045
4/1/44	4/1/23	-	-	6.750%	6.750%	100.000	53.815
4/1/45	4/1/23	-	-	6.750%	6.750%	100.000	53.815
4/1/46	4/1/23	-	-	6.750%	6.750%	100.000	53.815
4/1/47	4/1/23	-	-	6.750%	6.750%	100.000	53.815
4/1/48	4/1/23	53,823,072	100,015,000	6.750%	6.750%	100.000	53.815
4/1/49	4/1/23	114,093,182	212,010,000	6.750%	6.750%	100.000	53.815
4/1/50	4/1/23	95,615,801	177,675,000	6.750%	6.750%	100.000	53.815
4/1/51	4/1/23	107,027,272	198,880,000	6.750%	6.750%	100.000	53.815
4/1/52	4/1/23	-	-	6.750%	6.750%	100.000	53.815
4/1/53	4/1/23	-	-	6.750%	6.750%	100.000	53.815

*Subject to make-whole provisions from 2023 through 2053

Schedule A

Jefferson County, Alabama Sewer Revenue Warrants

Fixed Rate Warrants

Series 1997 A

CUSIP

472682NV1
472682NW9
472682NX7
472682MC4
472682MD2

Series 2001 A

CUSIP

472682JF1
472682JG9
472682JH7
472682JJ3
472682JL8
472682JM6
472682JN4

Series 2003-B-8

CUSIP

472682MP5
472682MQ3
472682MR1
472682MS9

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**Jefferson County, Alabama
Sewer Revenue Warrants**

Variable Rate Demand Warrants

Series 2002 A

CUSIP	Subseries
472682PU1	2002 A

Series 2002 C

CUSIP	Subseries
472682PV9	2002 C-2
472682PW7	2002 C-3
472682PX5	2002 C-4
472682PY3	2002 C-6
472682PZ0	2002 C-7

Series 2003 B

CUSIP	Subseries
472682QA4	2003 B-2
472682QB2	2003 B-3
472682QC0	2003 B-4
472682QD8	2003 B-5
472682QE6	2003 B-6
472682QF3	2003 B-7

Auction Rate Warrants

Series 2002 C

CUSIP	Subseries
472682KA0	2002 C-1-A
472682KB8	2002 C-1-B
472682KC6	2002 C-1-C
472682KD4	2002 C-1-D
472682KH5	2002 C-5

Series 2003 B

CUSIP	Subseries
472682LH4	2003 B-1-A
472682LJ0	2003 B-1-B
472682LK7	2003 B-1-C
472682LL5	2003 B-1-D
472682LM3	2003 B-1-E

Series 2003 C

CUSIP	Subseries
472682NA7	2003 C-1
472682NB5	2003 C-2
472682NC3	2003 C-3
472682ND1	2003 C-4
472682NE9	2003 C-5
472682NF6	2003 C-6
472682NG4	2003 C-7
472682NH2	2003 C-8
472682NJ8	2003 C-9
472682NK5	2003 C-10

**Jefferson County, Alabama
General Obligation Warrants**

Fixed Rate Warrants

Series 2003-A

CUSIP

472628PH3
472628PJ9
472628PK6
472628PL4
472628PM2

Series 2004-A

CUSIP

472628PT7
472628PU4
472628PV2
472628PW0
472628PX8
472628PY6
472628PZ3
472628QA7
472628QB5
472628QC3
472628QD1

Variable Rate Demand Warrants

Series 2001-B

CUSIP

472628NS1

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**Jefferson County, Alabama
Limited Obligation School Warrants**

Fixed Rate

Series 2004-A

CUSIP
472653AH7
472653AJ3
472653AK0
472653AL8
472653AM6
472653AN4
472653AP9
472653AQ7
472653AR5
472653AS3
472653AT1
472653AU8

Auction Rate Warrants

Series 2005-A

CUSIP	Subseries
472653BA1	2005-A-1
472653BB9	2005-A-2
472653BC7	2005-A-3
472653BD5	2005-A-4

Variable Rate Demand Warrants

Series 2005-B

CUSIP
472653BE3

[Continued on following page]

Alabama Water Pollution Control Authority

Revolving Fund Loan Refunding Bonds

Series 2003-B

CUSIP

010653QY2

010653QZ9

010653RA3

Jefferson County Public Building Authority

Lease Revenue Warrants

Series 2006

CUSIP

47267PAG8

47267PAH6

47267PAJ2

47267PAK9

47267PAL7

47267PAM5

47267PAN3

47267PAP8

47267PAQ6