

COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), effective as of November 1, 2009 (the "Effective Date"), is made and entered into among the Polk County, Texas (the "County"), Pinnacle Arbitrage Compliance LLC ("Pinnacle") and The Bank of New York Mellon Trust Company, N.A. ("BNY Mellon").

WHEREAS, the County and Pinnacle entered into an agreement dated February 27, 2008 (the "Arbitrage Contract"), pursuant to which Pinnacle has agreed to perform certain arbitrage rebate calculation and related services for the County;

WHEREAS, Pinnacle wishes to assign to BNY Mellon, and BNY Mellon has agreed to assume, as of the Effective Date, all of Pinnacle's rights and obligations under or in connection with the Arbitrage Contract (the "Assignment and Assumption"); and

WHEREAS, the County has agreed to the Assignment and Assumption.

NOW, THEREFORE, the County, Pinnacle and BNY Mellon, in consideration of the covenants contained herein, hereby consent and agree as follows:

1. Assignment and Assumption

In consideration of certain valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pinnacle hereby assigns, transfers, delivers and confirms to BNY Mellon, and BNY Mellon hereby assumes and accepts, all of Pinnacle's rights, duties and obligations accruing from and after the Effective Date under the Arbitrage Contract. Each of Pinnacle and BNY Mellon shall execute and deliver such further agreements, and shall do such other things, as may reasonably be required by the County in connection with effecting the Assignment and Assumption.

2. Acceptance

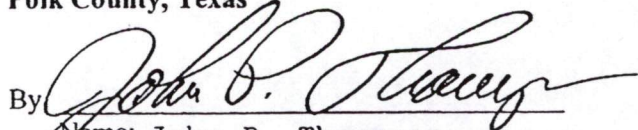
The County hereby consents to and accepts the Assignment and Assumption, and agrees, from and after the Effective Date, to look only to BNY Mellon for performance under the Arbitrage Contract for the remainder of its term.

3. Miscellaneous

This Agreement shall be construed, and the provisions hereof interpreted under and in accordance with, the laws of the State of New York, and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the parties. This Agreement may be executed in any number of counterparts and by the parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed and acknowledged and duly attested all as of the day and year first above written.

Polk County, Texas

By 
Name: John P. Thompson
Title: County Judge Polk County, Tx

The Bank of New York Mellon Trust Company, N.A.

By _____
Name: Troy Kilpatrick
Title: Managing Director

Pinnacle Arbitrage Compliance LLC

By _____
Name: Terence P. Burke
Title: President