

**CERTIFICATION OF EXTRACT FROM MINUTES RELATING TO
GENERAL OBLIGATION WASTEWATER REVENUE NOTE, SERIES 2011A (PFA)**

Issuer: Metropolitan Council, Minnesota

Governing Body: Council Members

Kind, date, time and place of meeting: A regular meeting held Wednesday, January 12, 2011 at 4:00 o'clock P.M., at 390 North Robert Street, St. Paul, Minnesota.

Members Present:

Members Absent:

Documents Attached:

Extract of minutes of said meeting including:

RESOLUTION NO. 2010-53

**RESOLUTION AUTHORIZING EXECUTION OF A BOND
PURCHASE AND PROJECT LOAN AGREEMENT WITH
THE PUBLIC FACILITIES AUTHORITY AND ISSUANCE
OF A GENERAL OBLIGATION WASTEWATER
REVENUE NOTE, SERIES 2011A (PFA)**

I, the undersigned, being the duly qualified and acting Recording Secretary of the Metropolitan Council, the public body executing the agreement and issuing the note referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said public body in my legal custody, from which they have been extracted; that said documents are correct and accurate copies of the resolution and related documents approved by the Council at its regular meeting, so far as they relate to said agreement and said note; and that said meeting was duly held by the governing body at the time and place and was attended by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such Recording Secretary on January __, 2011.

Pat Curtiss, Recording Secretary

After some discussion, Council Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EXECUTION OF A BOND
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The motion for the adoption of the foregoing resolution was seconded by Council Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent for the vote:

whereupon the resolution was declared duly passed and adopted and was signed by the Chair whose signature was attested by the Recording Secretary.

METROPOLITAN COUNCIL
390 North Robert Street, St. Paul, Minnesota 55101

RESOLUTION NO. 2010-53

**RESOLUTION AUTHORIZING EXECUTION OF A BOND
PURCHASE AND PROJECT LOAN AGREEMENT WITH
THE PUBLIC FACILITIES AUTHORITY AND ISSUANCE
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REVENUE NOTE, SERIES 2011A (PFA)**

WHEREAS:

A. The Minnesota Public Facilities Authority (“PFA”) has the authority to make a loan (the “PFA Loan”) funded from proceeds of revenue bonds (“PFA Bonds”) and other sources to the Metropolitan Council, State of Minnesota (the “Council” or “Issuer”), to provide funds to finance certain improvements to the wastewater disposal system of the Council;

B. The Council may obligate itself to repay the PFA Loan through the issuance of general obligation wastewater revenue bonds issued in the form of a single debt instrument (the “Note”) pursuant to Minnesota Statutes, Section 473.541, subdivision 3;

C. The Council has applied for a PFA Loan in an aggregate amount not to exceed \$70,000,000, and the PFA has agreed to make the PFA Loan and disburse the proceeds thereof in accordance with a Bond Purchase and Project Loan Agreement (the “Wastewater Loan Agreement”) between the PFA and the Council in substantially the form on file in the offices of the Council; and

D. The PFA has represented that it is a “board, department or agency” of the State of Minnesota within the meaning of Minnesota Statutes, Section 475.60, subdivision 2(4);

NOW, THEREFORE, BE IT RESOLVED by the Metropolitan Council as follows:

1. Approval of Wastewater Loan Agreement. The Wastewater Loan Agreement is hereby approved in substantially the form on file in the office of the Council; and the Regional Administrator or Chief Financial Officer is authorized and directed to execute the Wastewater Loan Agreement, in addition to other certificates and related agreements as required thereunder, on behalf of the Council. In the event of a conflict between the terms of the Wastewater Loan Agreement and the terms of this Resolution, the terms of the Wastewater Loan Agreement shall prevail.

2. The Note. The obligation of the Council to repay, with interest, the PFA Loan as provided in the Wastewater Loan Agreement shall be evidenced by and payable in accordance with the terms and conditions of the Note attached hereto as Exhibit A and the other terms and

conditions of this Resolution, and the Note shall forthwith be executed as provided in paragraph 4 hereof and be issued to the PFA.

3. Purpose. The Note shall provide funds for the acquisition or betterment of interceptors or treatment works of the metropolitan wastewater disposal system which are eligible for financing under the Wastewater Loan Agreement, as amended from time to time (the "Project"). The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, and permitted by law to be financed by the Note, is estimated to be at least equal to the principal amount which may be disbursed under the Note. Work on the Project has proceeded and shall continue to proceed with due diligence to completion. Although it is intended and reasonably expected that the Project will be limited to the 2011 and 2012 work program, the Project may also include any portion of the work program for 2013 depending upon the availability of future financing provided by the Council and other sources; provided that in any event the Project shall satisfy the requirements of Minnesota Statutes, Section 473.535, as amended. The improvements comprising the Project are included in the Council's capital improvement plan and budget for the acquisition or betterment of interceptors or treatment works and are hereby determined to be necessary or desirable for the metropolitan wastewater disposal system.

4. Execution. The Note shall be executed on behalf of the Council by the signatures of its Chair and Treasurer, the Council having no seal; provided, however, that one of such signatures may be a printed or photocopied facsimile on the Note as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

5. Registration, Transfer, Exchange. The Council's Chief Financial Officer is hereby appointed the Note Registrar, provided if that officer is not available at any time to exercise the duties herein assigned to the Note Registrar, the Treasurer may act on the Chief Financial Officer's behalf. The Council will cause to be kept at the principal office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Note Registrar shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. The Note shall be registered in the name of the payee on the books of the Note Registrar by presenting the Note for registration to the Note Registrar, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Note. Thereafter the Note may be transferred by delivery with an assignment duly executed by the Holder or his, her or its legal representative, and the Council and Note Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until the Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until

such transfer is registered on said books and noted thereon by the Note Registrar, all subject to the terms and conditions provided in this Resolution and to reasonable regulations of the Council contained in any agreement with, or notice to, the Note Registrar. If the Note is presented or surrendered for transfer, it shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Note Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Note and any legal or unusual costs regarding transfers and lost Notes.

6. 2011A (PFA) Wastewater Revenue Note Fund, Pledges, Appropriations.

(i) Wastewater Revenue Note Fund. There is hereby established a 2011A (PFA) Wastewater Revenue Note Fund (the "Note Fund") in the Council's Debt Service Fund. The Note Fund shall be held in the custody of the Treasurer, deposited in one or more banks duly qualified as depositories of Council funds, and invested and reinvested in accordance with resolutions of the Council and Minnesota Statutes, Chapter 118A, and Section 9(a) of the Wastewater Loan Agreement, and shall be used only to pay principal and interest and related expenses (including paying agency, registration, swap agreement or investment service expenses and rebate of arbitrage earnings) payable with respect to the Note or PFA Bonds and any other general obligation wastewater revenue obligations of the Council, as may be directed by the Council to be paid from the Note Fund, until all such principal and interest and expenses have been fully paid; provided that if any payment falls due when the balance in the Note Fund is insufficient to pay it, the deficiency shall be paid out of any other funds of the Council available for that purpose, and advances so made may be repaid from the Note Fund when a sufficient balance is available therein.

(ii) Other Appropriations. The following sums are hereby pledged and appropriated and shall be credited as received to the Note Fund:

(a) All income and gain from investment of the Note Fund (to which all loss from such investment shall be charged).

(b) All payments by local government units of debt service costs for obligations payable out of the Note Fund hereafter allocated to such units in each annual budget of the Council under the provisions of Minnesota Statutes, Sections 473.517 and 473.521, provided that such debt service allocation payments shall be transferred by the Council to the Note Fund in such amounts and at such times during the budget year as is required under subparagraph (iv) hereof.

(c) All sums collected from taxes levied, extended and assessed under the provisions of subparagraph (iv) below.

(iii) Pledge of Revenues and Note Proceeds. Pursuant to the provisions of Minnesota Statutes, Section 473.541, subdivision 3, the Council irrevocably pledges and appropriates to the Note Fund, from the revenues receivable under the provisions of Minnesota Statutes, Sections

473.517 and 473.521, all sums received from businesses and local government units for the payment of the principal of and interest on the Note and any other obligations hereafter made payable out of the Note Fund and all related expenses payable out of the Note Fund. The Note shall be secured equally and ratably with all other obligations heretofore or hereafter issued and made payable from the Note Fund by the pledge of all assets appropriated to the Note Fund.

(iv) Taxes; Pledges. It is estimated that the revenues pledged for the payment of the Note, together with other available monies designated by the Council for such purposes, will produce sums in an amount not less than 5% in excess of the amounts needed to meet when due payments of principal of and interest on the Note, and accordingly no tax is levied by this Resolution for that purpose. The Council shall deposit in the Note Fund revenues pledged to the payment of the Note in such amounts and at such times as are directed by the Treasurer of the Council so that as of the interest payment dates for the Note (i.e. February 20 and August 20 of each year commencing from and after the later of August 20, 2011, or the date on which principal is first disbursed under the Wastewater Loan Agreement) (each an "Interest Payment Date") during the term of the Note, the amount held in the Note Fund is sufficient to pay principal (if any) of and interest on the Note (and any other obligations payable from the Note Fund) payable on that Interest Payment Date and so that all related expenses payable out of the Note Fund are paid when due. In the event that such pledged revenues or other sufficient funds are not so deposited by the Council, the Council covenants that it will levy for collection the following year a general ad valorem tax upon all taxable property in the "metropolitan area" within the meaning of Minnesota Statutes, Section 473.121, subdivision 2, in an amount equal to the deficiency.

(v) Note Record. The Chief Financial Officer of the Council is directed to keep on file in the Council office a tabulation of the dates and amounts of the principal and interest payments to become due on all obligations payable from the Note Fund, and of the balance required in the Note Fund on each Interest Payment Date in lieu of taxes then otherwise required to be levied for the security of such Note.

(vi) Separate Council Accounts. In its annual budget, the Council shall allocate all wastewater debt service costs, together with operations and maintenance costs of the metropolitan disposal system and any other applicable costs, to local government units pursuant to Minnesota Statutes, Section 473.517, as amended.

7. Disposition of Note Proceeds. All disbursements of Note proceeds made under the Wastewater Loan Agreement shall be made and applied as provided in the Wastewater Loan Agreement.

8. General Obligation Pledge. For the prompt and full payment of the principal balance and interest on the Note, and such other general obligation indebtedness as may hereafter be payable from the Note Fund, as the same respectively become due, the full faith, credit and taxing powers of the Council shall be and are hereby irrevocably pledged. If the balance in the Note Fund is ever insufficient to pay principal and interest then due on the Note and any other

obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the Council which are available for such purpose, and such other funds may be reimbursed with or without interest from the Note Fund when a sufficient balance is available therein.

9. General Tax Covenant. The Council covenants and agrees with the registered owners of the Note that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Note to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Note will not become includable in gross income of the recipient under the Code and the Regulations. The improvements financed with the proceeds of the Note will be owned and maintained by the Issuer so long as the Note is outstanding and will be part of the Council's publicly available wastewater disposal system. The Council will not enter into any lease, use agreement, management agreement or other agreement or contract with any non-governmental person relating to the use of the improvements which would cause the Note to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code, unless remedial action is then available under Section 141 of the Code which would allow such private use subsequent to taking the remedial action without causing any interest on the Note or any of the PFA's Bonds to be included in gross income of the owner thereof for federal income tax purposes. The Council shall notify the PFA of any such proposed private use and the proposed remedial action and shall provide the PFA a written opinion of nationally recognized bond counsel, selected by the Council and acceptable to the PFA, to the effect that upon taking of the remedial action, the subsequent deliberate action resulting in a private use of the Project will not cause the interest on any of the PFA's Bonds to be included in gross income for federal income tax purposes.

10. Certificate of Registration. The Chief Financial Officer is hereby directed to file certified copies of this Resolution with the County Auditors of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties, Minnesota, together with such other information as they shall require, and to obtain from the County Auditors their certificates that the Note has been entered in the County Auditors' Bond Registers.

11. Records and Certificates. The officers of the Council are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the Council relating to the Note and to the financial condition and affairs of the Council, and such other affidavits, certificates, agreements and information as are required to show the facts relating to the legality and marketability of the PFA Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Council as to the facts recited therein.

12. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

13. Headings. Headings in this resolution are included for convenience of reference only, and are not a part hereof.

14. Conditions. The Wastewater Loan Agreement and the Note shall be executed and delivered only upon satisfaction of the following conditions:

- (a) The principal amount of the Note shall be \$70,000,000.
- (b) The per annum interest rate on the Note shall not be greater than 1.8%.
- (c) The Note shall be issued only upon execution of the Wastewater Loan Agreement.

Adopted: January 12, 2011.

Pat Curtiss, Recording Secretary

Peter Bell, Chair

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
ANOKA, CARVER, DAKOTA, HENNEPIN,
RAMSEY, SCOTT AND WASHINGTON COUNTIES
METROPOLITAN COUNCIL
(MINNEAPOLIS-SAINT PAUL AREA)

GENERAL OBLIGATION WASTEWATER REVENUE NOTE, SERIES 2011A (PFA)

The Metropolitan Council (Minneapolis-Saint Paul Area), Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties, Minnesota (the "Issuer"), a duly organized public corporation and political subdivision of the State of Minnesota, certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority ("PFA"), its successors or registered assigns, in the manner hereinafter set forth, the principal sum of Seventy Million Dollars (\$70,000,000.00) (the "Stated Principal Amount") to the extent disbursed to the Council as provided in the Bond Purchase and Project Loan Agreement, dated as of _____, 2011, between the PFA and the Issuer (the "Wastewater Loan Agreement"), together with interest on so much of the principal amount of the debt as (i) may be disbursed from time to time as provided in the Wastewater Loan Agreement and (ii) remains unpaid (the "Principal Balance") at the rate of _____ percent (____%) per annum (calculated on the basis of a 360-day year of twelve 30-day months) until the Principal Balance is paid or has been provided for, all at the times and, as to principal, in installments as hereinafter set forth, provided that amounts payable as interest shall be reduced if the PFA issues bonds to refund bonds under which funds advanced under the Note were financed or refinanced and as a result thereof secures debt service savings, to the extent provided in the Wastewater Loan Agreement.

1. Principal and Interest Payments.

(a) Interest. Interest shall begin to accrue on each component of the Principal Balance from and after the later of August 20, 2011, or the date on which such principal sum is first disbursed under the Wastewater Loan Agreement, and shall thereafter be payable semiannually on February 20 and August 20 of each year.

(b) Principal. Principal installments due on the Note shall be payable on August 20, 2011, in the amount set forth in Exhibit A attached hereto, and on each August 20 thereafter in the years and amounts set forth in Exhibit A; provided, however, that in no event shall the Council be required to make aggregate principal payments in excess of principal amounts disbursed under the Wastewater Loan Agreement. In the event that the Council notifies the PFA that less than the entire principal amount is to be disbursed to the Council pursuant to the Wastewater Loan Agreement, the balance of the amounts undisbursed shall reduce the Stated Principal Amount.

(c) Method of Payment. Interest, principal and any premium due under this Note will be paid on each payment date in immediately available funds to the person in whose name this Note is registered (the “Holder”) at the principal office of the Holder as set forth on the registration books of the Issuer maintained by the Chief Financial Officer of the Issuer in Saint Paul, Minnesota, or its duly designated successor (the “Note Registrar”). The principal of and premium, if any, and interest on this Note are payable in lawful money of the United States of America.

2. Date of Payment Not Business Day. A “Business Day” shall be any date except a Saturday, Sunday, legal holiday or a day on which banking institutions in Saint Paul, Minnesota, are authorized by law or executive order to close. If the date for payment of the principal of, premium, if any, or interest on this Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

3. Redemption. The outstanding Principal Balance due under the Note shall be subject to redemption and prepayment in whole or in part at the option of the Council as provided in the Wastewater Loan Agreement.

4. Issuance, Purpose, General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the Issuer on January 12, 2011 (the “Resolution”), for the purpose of providing funds to finance certain improvements to the metropolitan wastewater disposal system of the Issuer in accordance with the Wastewater Loan Agreement. The terms and conditions of the Wastewater Loan Agreement are incorporated herein by reference and made a part hereof. In the event of a conflict between the terms of the Wastewater Loan Agreement and the terms of this Note, the terms of the Wastewater Loan Agreement shall prevail. This Note is payable out of the 2011A (PFA) Wastewater Revenue Note Fund in the Debt Service Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

5. Transfer. This Note shall be registered in the name of the payee on the books of the Issuer by presenting this Note for registration to the Note Registrar, who will endorse and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred by delivery with an assignment duly executed by the Holder or the Holder’s legal representatives, and the Issuer and Note Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Note Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Note Registrar.

6. Fees upon Transfer or Loss. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and a lost Note.

7. Treatment of Registered Owner. The Issuer and the Note Registrar may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Note Registrar shall be affected by notice to the contrary.

8. Tax Covenant. The Issuer covenants and agrees with the registered owners of the Note that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Note to become subject to taxation under the Internal Revenue Code of 1986, as amended (the Code) and applicable Treasury Regulations (the Regulations), and covenants to take any and all actions within its powers to ensure that the interest on the Note will not become includable in gross income of the recipient under the Code and the Regulations.

9. Loan. The Loan under the Wastewater Loan Agreement shall be deemed fully made upon delivery of this Note, and the proceeds of the Loan shall be disbursed from time to time to the Issuer by the PFA as provided in the Wastewater Loan Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and this Note, together with all other debts of the Issuer outstanding on the date of issuance, does not exceed any constitutional or statutory limitation of indebtedness.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the Metropolitan Council (Minneapolis-Saint Paul Area), Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties, Minnesota, has caused this Note to be executed on its behalf by the signatures of its Chair and of its Treasurer (one of such signatures being a manual signature), the Issuer having no seal.

METROPOLITAN COUNCIL
ANOKA, CARVER, DAKOTA, HENNEPIN,
RAMSEY, SCOTT AND WASHINGTON
COUNTIES, MINNESOTA

Chair

Treasurer

[Signature Page to \$70,000,000 General Obligation Wastewater Revenue Note,
Series 2011A (PFA)]

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF NOTE REGISTRAR</u>
January , 2011	Minnesota Public Facilities Authority Attn: Executive Director	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Note Registrar will not effect transfer of this Note unless the information concerning the transferee requested below is provided.

Name and Address: _____
(Include information for all joint owners if the Note is held by joint account.)

EXHIBIT A

Schedule of Principal Installments
For \$70,000,000

<u>Date</u>	<u>Principal Installment</u>
08/20/11	
08/20/12	
08/20/13	
08/20/14	
08/20/15	
08/20/16	
08/20/17	
08/20/18	
08/20/19	
08/20/20	
08/20/21	
08/20/22	
08/20/23	
08/20/24	
08/20/25	
08/20/26	
08/20/27	
08/20/28	
08/20/29	
08/20/30	
Total	\$ _____