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FOURTH SUPPLEMENTAL INDENTURE

BETWEEN

THE UTILITIES BOARD OF THE CITY OF HELENA

AND

REGIONS BANK

DATED AS OF

MAY 1, 2016

RELATING TO

\$9,725,000

THE UTILITIES BOARD OF THE CITY OF HELENA


WATER AND SEWER REVENUE BONDS

SERIES 2016

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FOURTH SUPPLEMENTAL INDENTURE between **THE UTILITIES BOARD OF THE CITY OF HELENA**, a public corporation and instrumentality under the laws of the State of Alabama (herein called the “Board”), and **REGIONS BANK**, an Alabama banking corporation in its capacity as Trustee under that certain Trust Indenture of the Board dated as of April 1, 2002, as supplemented and amended (said banking corporation in such capacity, as well as any successor trustee under said Trust Indenture, being herein called the “Trustee”),

RECITALS

Under and pursuant to the provisions of the aforesaid Trust Indenture (herein called the “Original Indenture”), the Board issued its Water and Sewer Revenue Bonds, Series 2002, dated April 1, 2002 (herein called the “Series 2002 Bonds”) which have been refunded and are no longer outstanding. The Series 2002 Bonds were issued to refund certain outstanding indebtedness of the Board and to pay the costs of certain capital improvements to the Board’s waterworks plant and distribution system and sanitary sewer system (herein called the “System”).

Under the provisions of Article IV of the Original Indenture, the Board reserved the right to issue, upon compliance with the conditions precedent set forth in said Article IV, additional bonds (herein called “Additional Bonds”) secured on a parity with the Series 2002 Bonds for the purposes of refunding any bonds outstanding under the Indenture, of providing for the completion of the acquisition, construction and installation of the capital improvements to the System for which the Series 2002 Bonds were issued, and of financing the costs of acquiring and constructing additional capital improvements to the System. The Board has heretofore issued as Additional Bonds its \$8,440,000 aggregate principal amount of Water and Sewer Revenue Bonds, Series 2006, dated March 1, 2006 (herein called the “Series 2006 Bonds”), which were refunded by the Board’s Series 2015 Bonds and are no longer outstanding. The Series 2006 Bonds were issued under the Original Indenture, as supplemented and amended by a First Supplemental Indenture dated as of March 1, 2006 (herein called the “First Supplemental Indenture”), for the purpose of refunding a portion of the Series 2002 Bonds. Further, the Board has heretofore issued as Additional Bonds its \$10,270,000 aggregate principal amount of Water and Sewer Revenue Bonds, Series 2007-A and Series 2007-B, dated May 1, 2007 (herein called the “Series 2007 Bonds”), which are now outstanding in the aggregate principal amount of \$8,570,000. The Series 2007 Bonds were issued under the Original Indenture, as supplemented and amended by a Second Supplemental Indenture dated as of May 1, 2007 (herein called the “Second Supplemental Indenture”), for the purpose of refunding the remaining Series 2002 Bonds. The Board has also heretofore issued as Additional Bonds its \$8,380,000 aggregate principal amount of Water and Sewer Revenue Bonds, Series 2015, dated August 1, 2015 (herein called the “Series 2015 Bonds”), which are now outstanding in the aggregate principal amount of \$8,075,000. The Series 2015 Bonds were issued under the Original Indenture, as supplemented and amended by a Third Supplemental Indenture dated as of August 1, 2015 (herein called the “Third Supplemental Indenture”), for the purpose of refunding all of the Series 2006 Bonds.

The Board has heretofore issued its Subordinated Water and Sewer Revenue Bond, Series 2015-CWSRF-DL (Partial Principal Forgiveness Loan), dated as of March 15, 2015, outstanding in the aggregate principal amount of \$8,180,000 (the “Series 2015 SRF Bond”). The Series 2015 SRF Bond was issued pursuant to a resolution adopted by the Board on June 9, 2015 and the Special Authority Loan Conditions Agreement among the Alabama Water Pollution Control Authority, Alabama Department of Environmental Management and the Board, dated as of March 15, 2015. The pledge of revenues to the Series 2015 SRF Bond is subject to the prior and senior pledge in favor of the Series 2015 Bonds and the proposed Series 2016 Bonds.

The Board proposes to sell and issue the Series 2016 Bonds hereinafter referred to on parity with the Series 2015 Bonds in order to obtain funds to refund the Series 2007 Bonds that mature in 2017 and

thereafter and to acquire, construct, install, and equip certain capital improvements to the Water System and Sewer System owned and operated by the Board with excess proceeds. The Board has, by proper corporate action and pursuant to the provisions of the Original Indenture, duly authorized said Series 2016 Bonds, which are to be secured by the Indenture on a parity with the Series 2015 Bonds. This Fourth Supplemental Indenture is executed and delivered in order to specify the details with respect to said Series 2016 Bonds and to provide for certain other matters set forth herein.

**NOW, THEREFORE, THIS
FOURTH SUPPLEMENTAL INDENTURE**

WITNESSETH:

It is hereby agreed among the Board, the Trustee and the holders at any time of said Series 2016 Bonds (the holders and the Insurer of said Series 2016 Bonds evidencing their consent hereto by the acceptance of said Series 2016 Bonds), each with each of the others, as follows:

ARTICLE 1

DEFINITIONS, FINDINGS AND USE OF PHRASES

SECTION 1.1 New Definitions

Unless the context clearly indicates a different meaning, the following words and phrases, as used in this Fourth Supplemental Indenture, shall have the following respective meanings:

“**Code**” means the Internal Revenue Code of 1986, as amended, or successor federal tax law at the time in force and effect.

“**Construction Account**” means the special account established in Section 3.2 of this Fourth Supplemental Indenture.

“**Improvements**” means any extensions or improvements to the Water System or Sewer System owned by the Board the costs of which are to be financed in whole or in part through the issuance of the Series 2016 Bonds.

“**Insurer**” shall have the meaning assigned to it in Article 4 hereof.

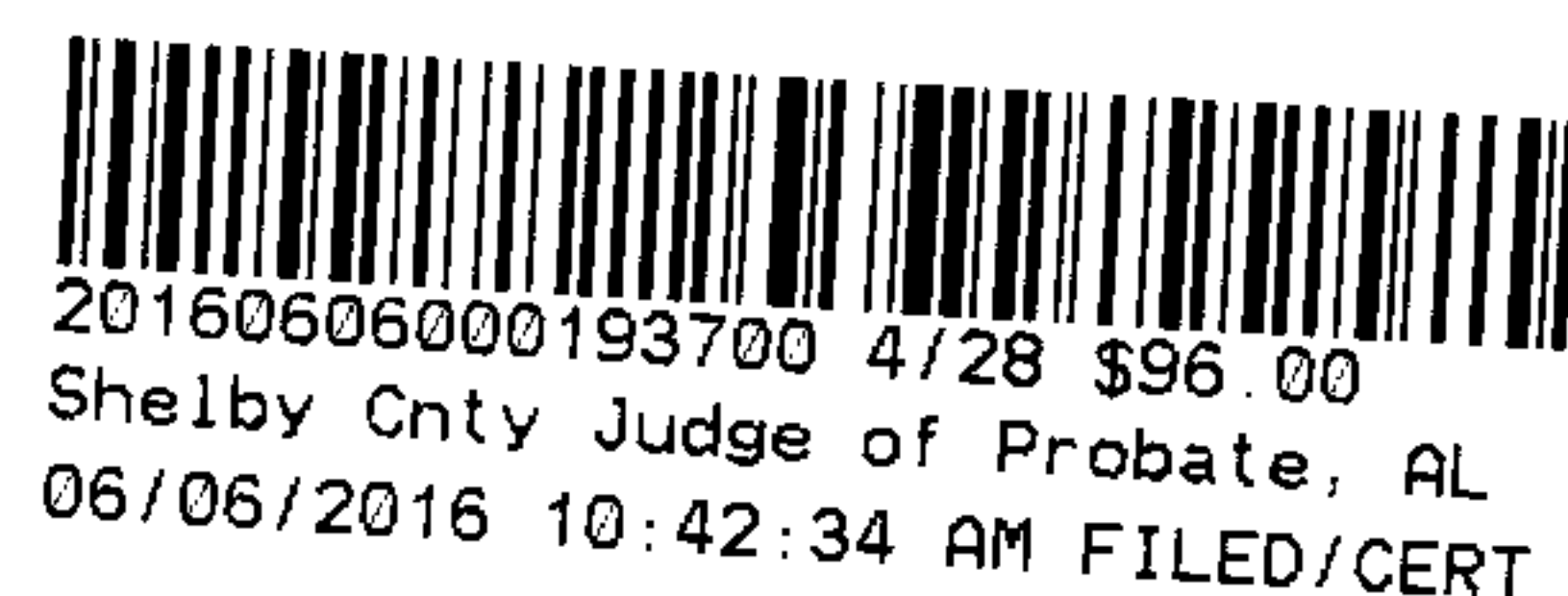
“**Series 2016 Bonds**” means the Board’s Water and Sewer Revenue Bonds, Series 2016, authorized to be issued in the aggregate principal amount of \$9,725,000.

“**Fourth Supplemental Indenture**” or “**this Fourth Supplemental Indenture**” means this Fourth Supplemental Indenture.

SECTION 1.2 Findings

The Directors have ascertained and do hereby find and declare as follows:

(a) Purposes for which Additional Bonds may be Issued. In the Original Indenture, the Board reserved the right to issue, upon compliance with the conditions precedent set forth therein, additional bonds to be secured on a parity with the Bonds, as respects the pledge of the revenues derived by the Board from the operation of the System, for the purposes of refunding or retiring all or any portion



of any one or more series of Bonds outstanding under the Indenture, of completing the acquisition, construction and installation of the Capital Improvements financed through the issuance of the Bonds, and of acquiring and constructing other Capital Improvements.

(b) Purpose of the Series 2016 Bonds. The Directors hereby find and determine that substantial debt service savings can be obtained through a refunding of all of the outstanding Series 2007 Bonds in advance of their respective maturities and that it is necessary, desirable and in the public interest to issue the Series 2016 Bonds to provide the funds needed to effect such refunding, to deposit excess proceeds in the Construction Fund under this Fourth Supplemental Indenture for acquisition, construction, installation and equipping of Improvements to the Water System and Sewer System, and to pay the expenses of issuing the Series 2016 Bonds.

(c) No Default. No Event of Default and no event which, with the giving of notice or the passage of time or both, would constitute such an Event of Default, has occurred and is continuing.

(d) Additional Bonds Previously Issued. The Board has heretofore issued the Series 2007 Bonds and Series 2015 Bonds as Additional Bonds. No bonds, other than the Series 2007 Bonds and the Series 2015 Bonds, have heretofore been issued by the Board under the Indenture, and the Board now has no outstanding obligations payable from the revenues derived by the Board from the operation of the System after the payment of the costs of operating and maintaining the same, except the Series 2007 Bonds, the Series 2015 Bonds and the Series 2015 SRF Bond.

SECTION 1.3 General Rules of Construction

For all purposes of this Fourth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.


(b) All accounting terms not otherwise defined herein have the meaning assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application thereof.

(c) All references in this Fourth Supplemental Indenture to designated “Articles”, “Sections” and other subdivisions are to the designated articles, sections and subdivisions of this Fourth Supplemental Indenture as originally executed.

(d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Fourth Supplemental Indenture as a whole and not to any particular article, section or other subdivision.

(e) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(f) The term “including” means “including without limitation” and “including, but not limited to”.


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SECTION 1.4 Definitions Contained in the Original Indenture

Unless the context clearly indicates a different meaning, (i) any words, terms or phrases that are used in this Fourth Supplemental Indenture as defined terms without being herein defined shall have the meanings respectively given them in the Original Indenture and (ii) the term "Indenture," as used herein, means the Original Indenture, as supplemented and amended by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, and by this Fourth Supplemental Indenture.

ARTICLE 2

THE SERIES 2016 BONDS

SECTION 2.1 Amounts and Maturities of the Series 2016 Bonds

Pursuant to the applicable provisions of Article 9 of Chapter 50 of Title 11 of *the Code of Alabama 1975*, and for the purposes of (i) providing for the refunding of all of the Series 2007 Bonds on a current basis in advance of maturity, (ii) acquiring, constructing, installing, and equipping certain capital improvements to the Water System and Sewer System owned and operated by the Board with excess proceeds of the Series 2016 Bonds, and (iii) providing for the payment of the expenses of issuing the Series 2016 Bonds, there are hereby authorized to be issued by the Board \$9,725,000 in principal amount of its Water and Sewer Revenue Bonds, Series 2016. The Series 2016 Bonds shall be dated May 1, 2016, shall be numbered from 1 upwards in the order issued and shall be issued initially in the respective principal amounts of \$5,000 or any greater integral multiple thereof. The Series 2016 Bonds shall mature and become payable on the dates and in the amounts set forth below, and shall bear interest from their date until maturity or earlier redemption at the per annum rates set forth below:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
April 1, 2017	\$445,000	2.000%
April 1, 2018	495,000	2.000
April 1, 2019	510,000	2.000
April 1, 2020	515,000	2.000
April 1, 2021	520,000	2.000
April 1, 2022	535,000	2.000
April 1, 2023	550,000	2.000
April 1, 2024	555,000	2.000
April 1, 2025	570,000	2.000
April 1, 2026	575,000	2.125
April 1, 2027	590,000	2.250
April 1, 2028	610,000	2.400
April 1, 2029	620,000	2.500
April 1, 2030	635,000	2.600
April 1, 2031	650,000	2.700
April 1, 2032	665,000	2.750
April 1, 2033	685,000	2.875

Interest on each Series 2016 Bond shall be computed on the basis of a 360-day year of twelve consecutive 30-day months and shall be payable on October 1, 2016 and on each April 1 and October 1 thereafter until the maturity or prior redemption thereof. The principal of and the interest and premium (if any) on the

Series 2016 Bonds shall bear interest after the respective due dates of such principal, interest and premium (if any) until paid at the same rate of interest that the principal bore prior to such due dates.

SECTION 2.1 Places of Payment

The principal of and the premium (if any) on the Series 2016 Bonds shall be payable at the principal office of the Trustee in Birmingham, Alabama, upon presentation and surrender of the Series 2016 Bonds as the same become due and payable. The interest on the Series 2016 Bonds shall be paid by check or draft mailed or otherwise delivered by the Trustee to the respective Holders thereof at their addresses as they appear on the registry books of the Trustee pertaining to the registration of the Series 2016 Bonds. Any such payment of interest shall be deemed timely made if so mailed on the interest payment date (or, if any such interest payment date is not a business day, on the business day next following such interest payment date).

SECTION 2.2 Optional Redemption of Series 2016 Bonds

At the option of the Board, those of the Series 2016 Bonds having stated maturities in 2022 or thereafter shall be subject to redemption and payment as a whole or in part (and, if redeemed in part, from such maturity or maturities and in such amounts as shall be specified by the Board), on April 1, 2021, and on any date thereafter, such redemption, whether in whole or in part, to be at and for a redemption price for each Series 2016 Bond (or principal portion thereof) redeemed equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption. The redemption of Series 2016 Bonds pursuant to this section shall comply with the applicable provisions of Article VII of the Original Indenture. Any redemption of less than all the outstanding Series 2016 Bonds pursuant to this section shall also comply with the provisions of Section 2.4 hereof.

SECTION 2.3 Purchase of Series 2016 Bonds for Retirement

The Board may at any time and from time to time purchase Series 2016 Bonds for retirement using funds from any source. Any Series 2016 Bonds so purchased for retirement shall be delivered by the Board to the Trustee, together with a written order of an authorized officer of the Board for their cancellation, whereupon such purchased Series 2016 Bonds shall be cancelled by the Trustee. In the event that the Board elects to purchase any Series 2016 Bonds for retirement, the Trustee may, if requested to do so by the Board, solicit for tenders of Series 2016 Bonds by holders thereof who wish to sell such Series 2016 Bonds to the Board.

SECTION 2.4 Special Provisions Respecting Partial Redemption of Series 2016 Bonds

The principal of any Series 2016 Bonds shall be redeemed only in the amount of \$5,000 or any integral multiple thereof. If less than all the outstanding Series 2016 Bonds are to be redeemed on any single redemption date, those to be redeemed shall be called for redemption from such maturities, and in such amounts, as shall be specified by the Board. If less than all the Series 2016 Bonds of a single maturity are to be called for redemption on any single redemption date, the Trustee shall assign a number or other unique designation to each \$5,000 in principal amount of the Series 2016 Bonds of such maturity then outstanding and select by lot, from among all such numbers or other unique designations associated with the Series 2016 Bonds then outstanding, numbers or other unique designations representing an aggregate principal amount equal to the principal amount of the Series 2016 Bonds of such maturity to be so called for redemption, whereupon there shall be called for redemption an amount of the unpaid principal of each Series 2016 Bond of such maturity equal to the principal amount represented by the numbers or other unique designations related thereto that were so selected.

SECTION 2.5 Form of Series 2016 Bonds

The Series 2016 Bonds and the Trustee's authentication certificate and the form of assignment and related signature guaranty applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

[Form of Series 2016 Bond]

NOTICE: Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to The Utilities Board of the City of Helena or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is 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 owner hereof, Cede & Co., has an interest herein.

No. _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ALABAMA

THE UTILITIES BOARD OF THE CITY OF HELENA

WATER AND SEWER REVENUE BOND

SERIES 2016

Interest Rate

Maturity Date

CUSIP

On the maturity date specified above (unless the principal of this bond shall have been duly called for previous redemption and payment duly provided for), for value received, **THE UTILITIES BOARD OF THE CITY OF HELENA**, a public corporation under the laws of the State of Alabama (herein called the "Board"), will pay to _____ or registered assigns, solely out of the revenues hereinafter referred to, the principal sum of

DOLLARS

with interest thereon from the date hereof until the maturity hereof at the per annum rate specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on October 1, 2016, and semiannually thereafter on each April 1 and October 1 until the due date hereof. The principal of and the premium (if any) on this bond shall be payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, Birmingham, Alabama, or its successors as Trustee under the Indenture hereinafter referred to, and the interest payable on this bond on each interest payment date shall be remitted, by the Trustee hereinafter referred to, by check or draft mailed or

otherwise delivered to the registered holder hereof at the address shown on the registry books of the said Trustee as of the fifteenth day of the month immediately preceding such interest payment date. Any such payment of interest shall be deemed timely made if so mailed on the interest payment date (or, if any such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and the interest and premium (if any) on this bond shall bear interest after their respective due dates until paid at the per annum rate shown above.

This bond is one of a duly authorized issue or series of bonds authorized to be issued in the aggregate principal amount of \$9,725,000 and designated Water and Sewer Revenue Bonds, Series 2016 (herein called the "Series 2016 Bonds"). The Series 2016 Bonds have been issued, on a parity with the Series 2015 Bonds hereinafter referred to, under a Trust Indenture dated as of April 1, 2002 (herein called the "Indenture"), between the Board and Regions Bank, successor to The Peoples Bank & Trust Company, Birmingham, Alabama, as Trustee (herein, in such capacity, together with its successors in trust, called the "Trustee"), as supplemented and amended by a First Supplemental Indenture dated as of March 1, 2006 (herein called the "First Supplemental Indenture"), by a Second Supplemental Indenture dated as of May 1, 2007 (herein called the "Second Supplemental Indenture"), by a Third Supplemental Indenture dated as of August 1, 2015 (herein called the "Third Supplemental Indenture") and by the Fourth Supplemental Indenture dated as of May 1, 2016 (herein called the "Fourth Supplemental Indenture"). The Board has issued under the Indenture, as supplemented and amended by the Third Supplemental Indenture, \$8,380,000 principal amount of its Water and Sewer Revenue Bonds, dated August 1, 2015 (herein called the Series 2015 Bonds). The Board is also authorized by the Indenture to issue thereunder, upon the terms and conditions therein specified, additional bonds, without express limit as to principal amount, on a parity of lien and pledge with the Series 2016 Bonds and the Series 2015 Bonds (the Series 2016 Bonds, Series 2015 Bonds and all such additional parity bonds being herein together called the "Bonds"). The principal of and the interest and premium (if any) on the Bonds are payable solely out of revenues derived from the operation of the waterworks plant and distribution system and sanitary sewer system of the Board (which, as presently or hereafter constituted, is herein called the "System"), and payment of said principal, interest and premium is secured, pro rata and without priority of one Bond over another or of the Bonds of any one series over the Bonds of any other, by a valid pledge of the revenues out of which they are payable.

Those of the Series 2016 Bonds having stated maturities in 2022 or thereafter are subject to redemption and prepayment prior to maturity, at the option of the Board, as a whole or in part, and if in part from such maturity or maturities and in such amounts as shall be specified by the Board, on April 1, 2021, and on any date thereafter, at and for a redemption price for each Series 2016 Bond (or portion thereof) redeemed equal to 100% of the principal amount redeemed, plus interest accrued thereon to the date fixed for redemption.

In the event that less than all of the Series 2016 Bonds of a particular maturity are to be redeemed and prepaid, the Trustee shall select by lot the Series 2016 Bonds (or portions of the principal thereof) of such maturity to be redeemed and prepaid. The Indenture requires that written notice of the call for redemption of this bond (or portion of the principal hereof) be forwarded by United States registered or certified mail to the registered holder of this bond, not less than thirty (30) or more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this bond is to be redeemed, the registered holder hereof shall surrender this bond to the Trustee in exchange for a new Series 2016 Bond of like tenor herewith except in a principal amount equal to the unredeemed portion of this bond. Upon the giving of notice of redemption in accordance with the provisions of the Indenture, the Series 2016 Bonds (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Indenture to the contrary notwithstanding, and the holders thereof shall then and there surrender them for prepayment, and all future interest on the Series 2016 Bonds (or principal portions thereof) so called for redemption

shall cease to accrue after the date specified in such notice, whether or not such Series 2016 Bonds are so presented.

The Board is a public corporation organized under the provisions of Article 9 of Chapter 50 of Title 11 of the *Code of Alabama 1975*, and the Series 2016 Bonds are authorized to be issued for purposes for which bonds may be issued under the provisions of said article. The covenants and representations contained herein or in the Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture or the Fourth Supplemental Indenture are and shall be solely and exclusively obligations of the Board and do not and shall never constitute obligations or debts of any county or municipality in the State of Alabama, nor shall any such county or municipality in said State in any manner be liable for payment of the principal of or the interest on the Series 2016 Bonds or for the performance of the undertakings of the Board contained herein or in the Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture or the Fourth Supplemental Indenture.

The Series 2016 Bonds are issuable as fully registered, book-entry only warrants in the denomination of \$5,000 each or any integral multiple thereof. The Series 2016 Bonds are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. As provided in the Fourth Supplemental Indenture and subject to certain limitations therein set forth, Series 2016 Bonds are exchangeable for a like aggregate principal amount of Series 2016 Bonds, of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

For so long as the Series 2016 Bonds are registered in the name of DTC or its nominee, the Trustee shall transfer and exchange Series 2016 Bonds only on behalf of DTC or its nominee, in accordance with the Fourth Supplemental Indenture. Neither the Board nor the Trustee shall have any responsibility for transferring or exchanging any Beneficial Owner's (as defined in Blanket Letter of Representations between the Board and DTC) interest in any Series 2016 Bonds.

This bond is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Trustee and only upon surrender of this bond to the Trustee for cancellation, and upon any such transfer a new Series 2016 Bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Indenture. Each holder, by receiving or accepting this bond, shall consent and agree and shall be estopped to deny that, insofar as the Board and the Trustee are concerned, this bond may be transferred only in accordance with the provisions of the Indenture. Any transferee of this bond takes it subject to all payments of principal and interest in fact made with respect hereto.

In the event that this bond (or any principal portion hereof) is duly called for redemption and prepayment, the Trustee shall not be required to transfer or exchange this bond during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

It is hereby certified that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this bond exist, have been performed and have happened in due and legal form, and that provision has been made for deposit in a special fund of revenues from the operation of the System in amounts sufficient to pay the principal of and the interest on the Series 2016 Bonds at the time outstanding as said principal and interest shall respectively mature.

Execution by the Trustee of its authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture.

IN WITNESS WHEREOF, the Board has caused this bond to be executed in its name and behalf by the Chairman of its Board of Directors, has caused its corporate seal to be hereunto affixed, has caused the signature of the aforesaid Chairman to be attested by its Secretary, and has caused this bond to be dated _____ 1, 2016.

THE UTILITIES BOARD OF THE CITY OF HELENA

By _____
Chairman of its Board of Directors

ATTEST:

Secretary

[SEAL]

Trustee's Authentication Certificate

The within bond is one of those described in the within-mentioned Trust Indenture, as supplemented and amended.

REGIONS BANK,
Birmingham, Alabama
Trustee

By _____
Its Authorized Officer

Assignment

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this bond on the books of the within-mentioned Trustee.

DATED this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered holder as it appears on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranty

Signature Guaranteed:

(Bank or Trust Company)


By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Statement of Insurance

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Regions Bank, Birmingham, Alabama, or its successor, as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from AGM or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.


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SECTION 2.6 Execution and Delivery of the Series 2016 Bonds

The Series 2016 Bonds shall be forthwith executed and delivered to the Trustee and shall be authenticated and delivered by the Trustee from time to time upon receipt by the Trustee of an order signed on behalf of the Board by the Chairman or Vice Chairman of the Directors requesting such authentication and delivery and designating the Person or Persons to receive the same or any part thereof.

SECTION 2.7 Application of Proceeds from Sale of the Series 2016 Bonds

The net proceeds derived by the Board from the sale of the Series 2016 Bonds (less \$26,668.15 paid directly from Joe Jolly & Co. to the Insurer for the premium for the issuance of the Policy) shall be paid to the Trustee and promptly thereafter applied by the Trustee for the following purposes only in the following order:

- (a) payment into the Bond Fund of that portion (if any) of the proceeds derived from the sale of the Series 2016 Bonds that is allocable to accrued interest thereon;
- (b) payment of \$8,646,041.61, including \$58,877.56 from the debt service fund for the Series 2007 Bonds, to the Trustee for redemption of the Series 2007 Bonds as provided in the resolution authorizing the Series 2016 Bonds; and
- (c) payment of the balance of such proceeds into the Construction Fund created by this Fourth Supplemental Indenture.

SECTION 2.8 Reserve Fund Requirement

The Indenture established the Reserve Fund that is required to be funded in an amount equal to the Reserve Fund Requirement with respect to the outstanding bonds issued thereunder, which, immediately after the issuance of the Series 2016 Bonds will consist of the Series 2015 Bonds and Series 2016 Bonds. Immediately after issuance of the Series 2016 Bonds, the Reserve Fund is required to be funded in an aggregate amount equal \$1,324,125. No sale proceeds of the Series 2016 Bonds will be deposited in the Reserve Fund and \$707,627.50 in the Reserve Fund for the benefit of the Series 2007 Bonds shall be held in the Reserve Fund for the benefit of the Series 2016 Bonds, equaling a total amount of \$1,324,125.

SECTION 2.9 Book-Entry Only System

(a) The registration and payment of Series 2016 Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Blanket Letter of Representations between the Board and DTC on file with the DTC (the "Letter of Representations") until such system is terminated pursuant to Section 2.8(c).

(b) While Series 2016 Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of this Fourth Supplemental Indenture and shall supersede any contrary provisions of this Fourth Supplemental Indenture:

- (1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2016 Bonds" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the

Book-Entry Only System, and the term “Holder” shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this Fourth Supplemental Indenture with respect to each separate Series 2016 Bond shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Fourth Supplemental Indenture to Holders of Series 2016 Bonds from either the Board or the Trustee shall be delivered by the Board or the Trustee, as the case may be, to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Fourth Supplemental Indenture to or from persons other than a Holder of a Series 2016 Bond shall be delivered directly to such person as provided in this Fourth Supplemental Indenture and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2016 Bonds shall be made by the Trustee to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the Board’s obligations with respect to such payments.

(5) The Beneficial Owners (as such term is defined in the Letter of Representations) of the Series 2016 Bonds, by their acquisition of any beneficial interest in a Series 2016 Bond or Series 2016 Bonds, and the Participants severally agree that the Board and the Trustee shall not have any responsibility or obligation to any Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by DTC or any Participant; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, purchase price of, premium (if any) and interest on the Series 2016 Bonds; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Fourth Supplemental Indenture to be given to Beneficial Owners; or (4) any consent given or other action taken by DTC or its nominee, as owner.

(c) If the Board and the Trustee concur that it would be in the best interests of the Holders of the Series 2016 Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by the Board or the Trustee acting alone in accordance with the Letter of Representations.

ARTICLE 3

AGREEMENTS RESPECTING THE CONSTRUCTION OF IMPROVEMENTS AND THE USE OF MONEYS IN THE CONSTRUCTION FUND

SECTION 3.1 Agreement to Construct Improvements

The Board will proceed continuously and with reasonable dispatch with the acquisition, construction, installation, and equipping of the Improvements. The Board will complete the acquisition, construction, installation, and equipping of the Improvements, including the acquisition of such real estate (and interests therein) as may be necessary therefor, as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the Board only excepted. The Board will promptly pay, as and when due, all expenses incurred in said

acquisition, construction, installation, and equipping, and it will not suffer or permit any mechanics' or materialmen's liens which might be filed or otherwise claimed or established upon or against the Improvements or any part thereof and which might be or become a lien thereon to remain unsatisfied and undischarged for a period exceeding thirty (30) days after the filing or establishment thereof; provided, however, that the Board may in good faith contest any such mechanics' or materialmen's lien claims so filed or established and, in the event any such lien claims are so contested, may permit the mechanics' or materialmen's lien so contested to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom, irrespective of whether such period extends beyond the thirty (30) day period after the filing or establishment of such liens or not, unless the Trustee shall be of the opinion that by such action the title of the Board to the Improvements or any part thereof shall be subject to loss or forfeiture, in which event such mechanics' or materialmen's liens shall be satisfied prior to the expiration of said thirty (30) day period.

SECTION 3.2 Creation of the Construction Fund and Purposes for Which Moneys Therein May be Expended

There is hereby created a special trust fund, the full name of which shall be the "Helena Utilities Board Series 2016 Construction Fund," for the purpose of providing funds for the acquisition, construction, installation, and equipping of the Improvements and the payment of the expenses incurred in connection with the issuance and sale of the Series 2016 Bonds. The Trustee shall be and remain the depository, custodian and disbursing agent for the Construction Fund. The moneys in the Construction Fund shall be paid out from time to time by the Trustee for the following purposes only and only upon presentation of the requisitions and certificates specified in Section 3.3 hereof:

(a) payment of the expenses incurred by the Board in the issuance and sale of the Series 2016 Bonds, including the initial charge of the Trustee under the Indenture, and the legal, fiscal and recording fees and expenses incurred in connection therewith;

(b) payment of the reasonable expenses and charges of the Trustee in connection with the Construction Fund;

(c) payment of the costs of acquiring any real estate (including easements and other interests therein) necessary and suitable for the construction of the Improvements;

(d) payment for labor, services, materials, supplies and equipment furnished in acquiring, constructing and installing the Improvements (which payments may be based on bills or contractor's estimates; and

(e) payment of all expenses (including reasonable fees and expenses of engineers and attorneys and recording fees) incurred in connection with matters referred to in the preceding subsections (c) through (d) of this section.

SECTION 3.3 Payments from the Construction Fund

The Trustee shall disburse the moneys on deposit in the Construction Fund for the purposes specified in Section 3.2 only upon receipt of a requisition, in the form attached as Exhibit "A", signed by an Authorized Board Representative and stating the name and address of the Person to whom payment is due, the amount to be paid and the purpose for which the obligation to be paid was incurred along with a certification that such expenditure is one for which Construction Fund moneys are authorized to be expended, and that such expenditure has not formed the basis for any previous payment from the

Construction Fund. All moneys remaining in the Construction Fund after the Improvements have been completed will be deposited in the Bond Fund.

SECTION 3.4 Trustee Protected in Construction Fund Payments, Additional Evidence May Be Required

The Trustee shall be fully protected in making withdrawals and payments out of the Construction Fund for the purposes specified in Section 3.2 hereof upon presentation to it of the respective requisitions and certificates provided for in Section 3.3 hereof, but the Trustee may in its discretion, and shall when requested in writing so to do by the Holders of not less than twenty-five percent (25%) in principal amount of the Series 2016 Bonds then outstanding, require as a condition precedent to any withdrawal or disbursement from the Construction Fund such additional evidence as it may deem appropriate respecting the application of the moneys previously disbursed from the Construction Fund or as to the correctness of any estimate or bill presented to it pursuant to the provisions of said Section 3.3.

SECTION 3.5 Security for Construction Fund Moneys

The moneys at any time on deposit in the Construction Fund shall be and at all times remain public funds impressed with a trust for the purposes specified in Section 3.2 hereof. The Trustee shall at all times keep the moneys on deposit in the Construction Fund continuously secured, for the benefit of the Board and the Holders of the Series 2016 Bonds, either

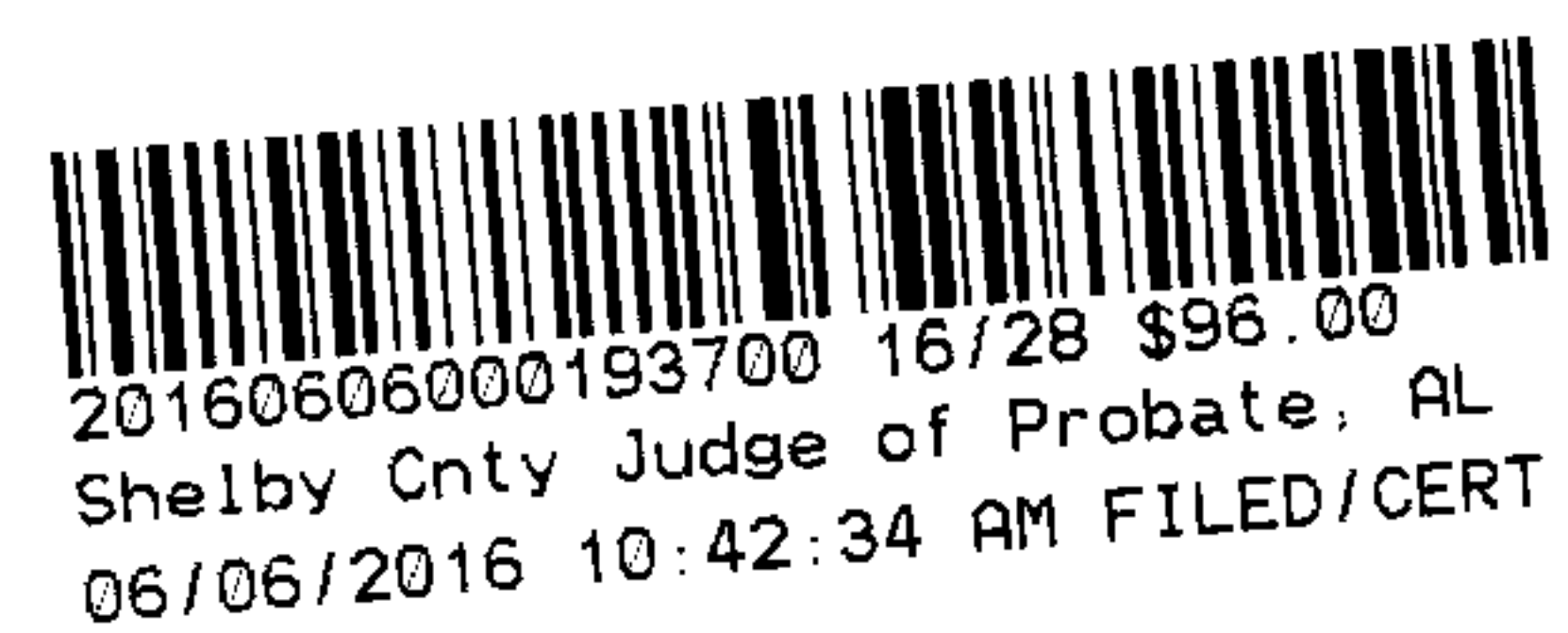
(a) by holding on deposit, as collateral security, Federal Securities, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Construction Fund, or

(b) if the furnishing of security in the manner provided by the foregoing clause (a) of this section is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting preference in the case of, the deposit of trust funds;

provided, however, that it shall not be necessary for the Trustee so to secure any portion of the moneys on deposit in the Construction Fund that is invested in accordance with the provisions of Section 3.6 hereof or that is insured by the Federal Deposit Insurance Corporation or any agency of the United States of America that may succeed to its functions.

SECTION 3.6 Investment of Construction Fund

Moneys on deposit in the Construction Fund may be invested at the written direction of an Authorized Board Representative in Federal Securities, or a money market fund made up of Federal Securities, having stated maturities in such amounts and at such times as to make available from the Construction Fund cash moneys sufficient to meet the needs of the Construction Fund. The Trustee may at any time, and from time to time, sell or otherwise convert to cash any such securities or certificates, whereupon the net proceeds therefrom shall become a part of the Construction Fund. The Trustee shall be fully protected, and shall have no liability to the Board or any Holder in making any such investment, sale or conversion in accordance with the provisions of this section. In any determination of the amount of moneys at any time forming a part of the Construction Fund, all such securities or certificates in which any portion of the Construction Fund is at the time invested shall be included therein at their then market value.



ARTICLE 4

PROVISIONS WITH RESPECT TO THE INSURER

SECTION 4.1 Applicability of Provisions with Respect to the Insurer

As long as Assured Guaranty Municipal Corp., or any successor thereto, is the Insurer and as long as the Insurer has not failed to make a payment required by the Insurance Policy, the provisions of this Article 4 shall be applicable to the Series 2016 Bonds. If the provisions of this Article 4 conflict with any other provision of this Fourth Supplemental Indenture as relates to the Series 2016 Bonds, then the provisions of this Article 4 shall govern.

SECTION 4.2 Special Provisions Respecting the Insurer

(a) “Insurance Policy” shall be defined as follows: “the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2016 Bonds when due”. “Insurer” shall be defined as follows: “Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof”.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund for the Series 2016 Bonds, if any. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the Reserve Fund for the Series 2016 Bonds shall be applied solely to the payment of debt service due on the Series 2016 Bonds.

(c) The Insurer shall be deemed to be the sole holder of the Insured Series 2016 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2016 Bonds insured by it are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Series 2016 Bond, the Trustee and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Board under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(d) If acceleration is permitted under the Indenture, the maturity of Series 2016 Bonds insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Series 2016 Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Board) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Series 2016 Bonds shall be fully discharged.

(e) No grace period for a covenant default shall exceed 30 days or be extended for more than 50 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(f) The Insurer shall be included as a third party beneficiary to the Indenture.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2016 Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Indenture which permits the purchase of Series 2016 Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Series 2016 Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(i) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2016 Bonds.

(j) The rights granted to the Insurer under the Indenture or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.

(k) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under the existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Series 2016 Bonds unless the Insurer otherwise approves.

To accomplish defeasance, the Board shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2016 Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2016 Bonds are no longer "Outstanding" under the Indenture and (iv) a certificate of discharge of the Trustee with respect to the Series 2016 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Board, Trustee and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Series 2016 Bonds shall be deemed "Outstanding" under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Indenture and the Series 2016 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Board in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) Each of the Board and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(n) Claims upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2016 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2016 Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2016 Bonds and the amount required to pay principal of the Series 2016 Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2016 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2016 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2016 Bond shall have no effect on the amount of principal or interest payable by the Board on any Series 2016 Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2016 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the

Series 2016 Bonds under the sections hereof regarding payment of Series 2016 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Board agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2016 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Board hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2016 Bonds. Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

(o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2016 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Board to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(p) The Board shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Indenture or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Related Document.

(q) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Board or rebate only after the payment of past due and current debt service on the Series 2016 Bonds and amounts required to restore the Reserve Fund to the Reserve Fund Requirement.

(r) The Insurer shall be entitled to pay principal or interest on the Series 2016 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Board (as such terms are defined in the Insurance Policy) and any amounts due on the Series 2016 Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(s) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Managing Director - Surveillance, Re: Policy No.

217556, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(t) The Insurer shall be provided with the following information by the Board or Trustee, as the case may be:

(i) Annual audited financial statements within 150 days after the end of the Board's fiscal year (together with a certification of the Board that it is not aware of any default or Event of Default under the Indenture), and the Board's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of Series 2016 Bonds;

(iii) Notice of any default known to the Trustee or Board within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2016 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Board commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2016 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the Board has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2016 Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(u) The Insurer shall have the right to receive such additional information as it may reasonably request.

(v) The Board will permit the Insurer to discuss the affairs, finances and accounts of the Board or any information the Insurer may reasonably request regarding the security for the Series 2016 Bonds with appropriate officers of the Board and will use commercially reasonable efforts to enable the

Insurer to have access to the facilities, books and records of the Board on any business day upon reasonable prior notice.

(w) The Trustee shall notify the Insurer of any failure of the Board to provide notices, certificates and other information under the transaction documents.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Fund Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2016 Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2016 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(aa) As the Series 2016 Bonds are being issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the trustee for the Refunded Bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Bonds shall have occurred.

ARTICLE 5

MISCELLANEOUS


SECTION 5.1 Confirmation of Indenture

All terms, covenants and conditions of the Original Indenture, as supplemented by the First Supplemental Indenture, Second Supplemental Indenture, the Third Supplemental Indenture and this Fourth Supplemental Indenture, are hereby in all things confirmed, and they shall remain in full force and effect. Further, the Board does hereby confirm the pledge made in the Original Indenture with respect to all properties now or hereafter constituting a part of the System, including specifically, without limiting the generality of the foregoing, all properties acquired as a part of the System since the execution and delivery of the Original Indenture and the revenues of the System.

SECTION 5.2 Bond Fund Deposits Referable to the Series 2016 Bonds

In order to provide funds for the payment of the principal of and the interest on the Series 2016 Bonds, there shall be transferred or paid into the Bond Fund, out of moneys held in the Revenue Account [except as otherwise provided in clause (1)], the following amounts at the following times:

(1) simultaneously with the issuance and sale of the Series 2016 Bonds and out of the proceeds derived therefrom, that portion of such proceeds allocable to accrued interest;


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(2) at least two (2) business days before the last day of May, 2016, and at least two (2) business days before the last day of each calendar month thereafter until and including September, 2016, an amount equal to one-fifth (1/5) of the difference between (i) the amount of interest on the Series 2016 Bonds that will become due on October 1, 2016, and (ii) the amount (if any) deposited in the Bond Fund pursuant to the foregoing clause (1);

(3) at least two (2) business before the last day of October, 2016, and at least two (2) business days before the last day of each calendar month thereafter until and including March, 2033, an amount equal to one-sixth (1/6) of the interest becoming due with respect to the then outstanding Series 2016 Bonds on the next succeeding interest payment date;

(4) at least two (2) business before the last day of May, 2016, and at least two (2) business days before the last day of each calendar month thereafter until and including March, 2017, an amount equal to one-eleventh (1/11) of the principal amount of Series 2016 Bonds maturing on April 1, 2017; and

(5) at least two (2) business before the last day of April, 2017, and at least two (2) business days before the last day of each calendar month thereafter until and including March, 2033, an amount equal to one-twelfth (1/12) of the principal amount of Series 2016 Bonds maturing or required to be redeemed on the next succeeding April 1.

The Bond Fund deposits required by this Section 5.2 shall be in addition to the deposits respecting the Series 2015 Bonds required by Section 5.2 of the Third Supplemental Indenture.

SECTION 5.3 Covenants with Respect to Exemption of Interest from Federal Income Taxation; Non-Arbitrage Covenant


The Board acknowledges and agrees that the Series 2016 Bonds are to be issued in compliance with the conditions necessary for the interest income thereon to be exempt from federal income taxation pursuant to the relevant provisions of the Code. The Board hereby covenants and agrees as follows:

(a) It will not use or apply the proceeds of the Series 2016 Bonds or direct the investment of moneys in any funds or accounts established or maintained with respect to the Series 2016 Bonds in such manner as to constitute any Series 2016 Bond an “arbitrage bond” within the meaning of Section 148 of the Code;

(b) It will make timely rebate payments to the United States of America with respect to any “excess” arbitrage profits as required by Section 148(f) of the Code;

(c) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;

(d) It will, within sixty (60) days after a written request of the Trustee therefor, furnish to the Trustee and to any Holder a certificate by an independent certified public accountant or opinion of nationally recognized bond counsel stating that as of such date it had made all rebate payments to the United States of America necessary to prevent the Series 2016 Bonds from becoming “arbitrage bonds” under Section 148(f) of the Code;


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(e) Proceeds of the Series 2016 Bonds shall not be used in any private business use, payment of the Series 2016 Bonds shall not be secured by, or derived from, property used in a private business use, and proceeds of the Series 2016 Bonds shall not be used to make or finance loans to persons other than governmental units, in any case that would cause the Series 2016 Bonds to be or become private activity bonds, as defined in Section 141 of the Code;

(f) It will not cause or permit the Series 2016 Bonds to be federally guaranteed, within the meaning of Section 149(b) of the Code; and

(g) It will not in any other way cause or permit the proceeds of the Series 2016 Bonds to be used in a manner which would cause the interest on the Series 2016 Bonds to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Series 2016 Bonds to be excludable from gross income of the Holders thereof.

SECTION 5.4 Notices

All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other parties hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Trustee:

Regions Bank
Attn: Corporate Trust Department
1900 5th Avenue North, 25th Floor
Birmingham, AL 35203


If to the Board:

The Utilities Board of the City of Helena
Post Office Box 427
Helena, Alabama 35080
Attention: Chairperson

Each party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

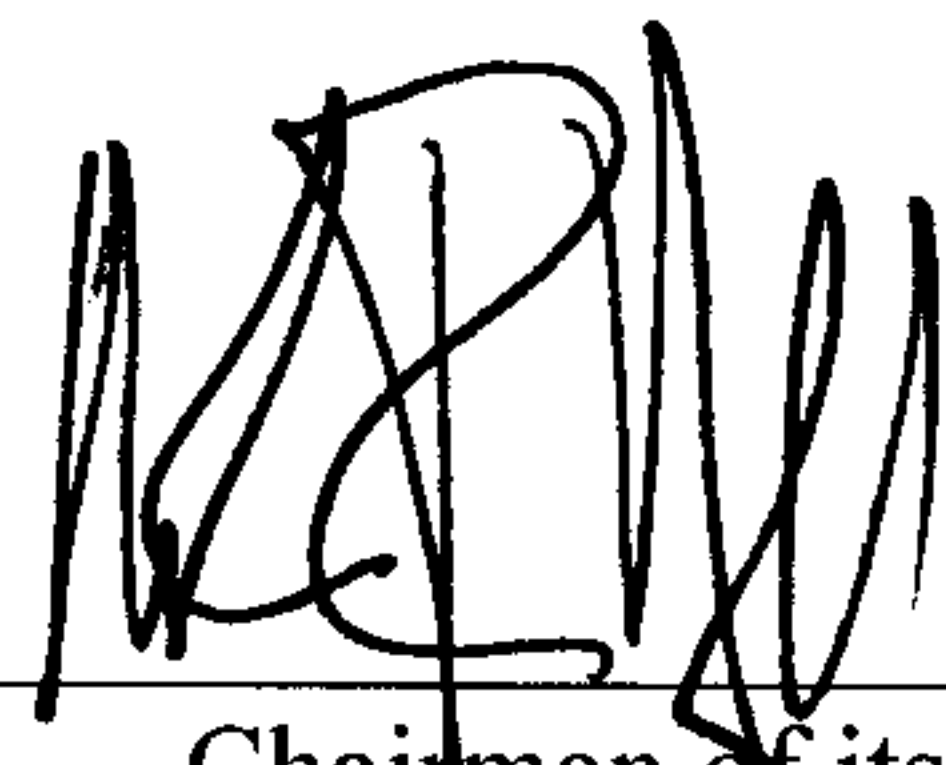
SECTION 5.5 Article and Section Captions

The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.


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IN WITNESS WHEREOF, the Board has caused this Fourth Supplemental Indenture to be executed in its corporate name and behalf by the Chairman of its Board of Directors, has caused its corporate seal to be hereunto affixed and has caused this Fourth Supplemental Indenture to be attested by its Secretary, and the Trustee has caused this Fourth Supplemental Indenture to be executed in its corporate name and behalf, has caused its corporate seal to be hereunto affixed and has caused this Fourth Supplemental Indenture to be attested, by its duly authorized officers, all in five (5) counterparts, each of which shall be deemed an original, and the Board and the Trustee have caused this Fourth Supplemental Indenture to be dated as of May 1, 2016, although actually executed and delivered on May 19, 2016.

THE UTILITIES BOARD OF THE CITY OF HELENA

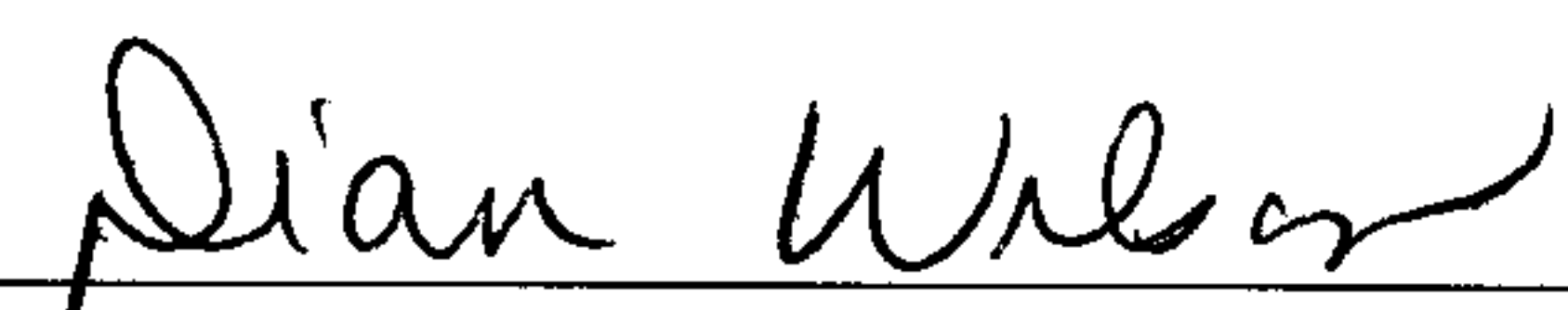
By _____
Chairman of its Board of Directors

ATTEST:

_____
Secretary

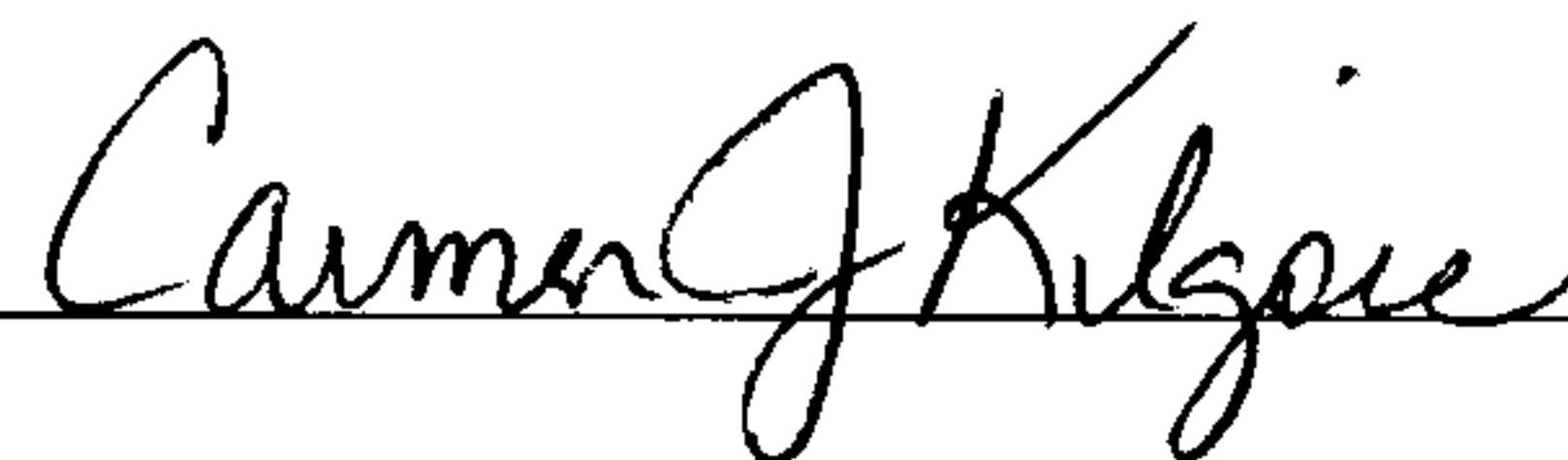
[SEAL]


REGIONS BANK, as Trustee under the Trust Indenture of The Utilities Board of the City of Helena dated as of April 1, 2002

By _____
Dian Wilson

Its Vice President

ATTEST:

_____
Its Vice President


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STATE OF ALABAMA)
)
SHELBY COUNTY)

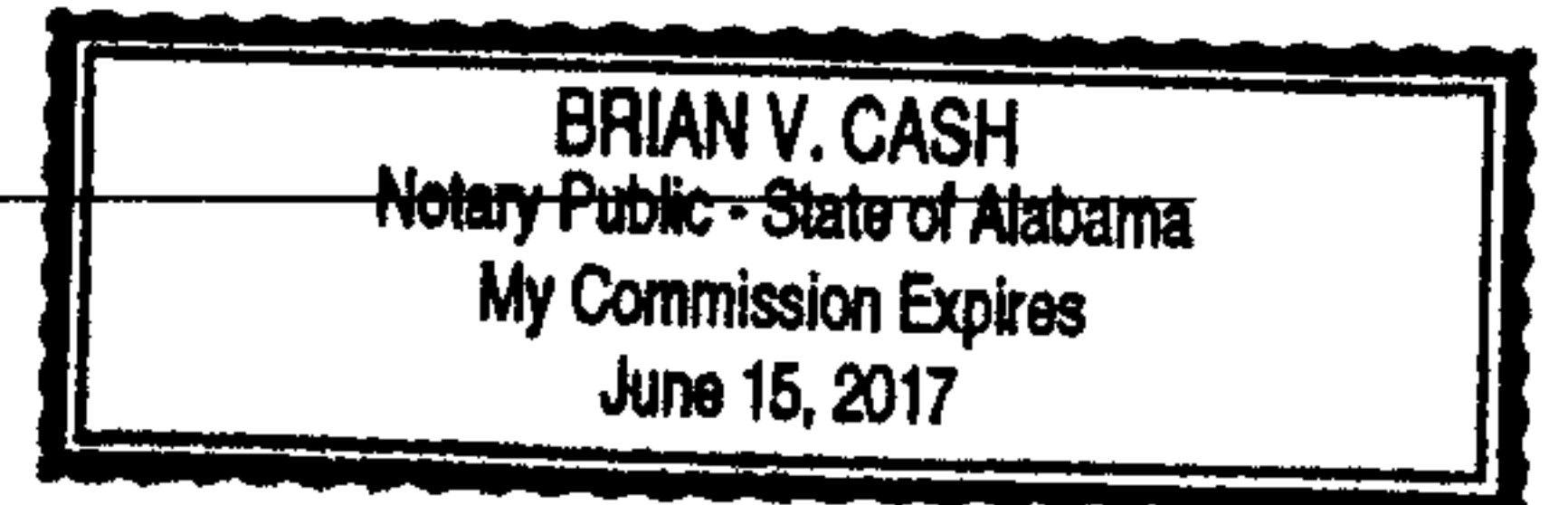
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mark R. Hall, whose name as Chairman of the Board of Directors of THE UTILITIES BOARD OF THE CITY OF HELENA, a public corporation and instrumentality under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

GIVEN under my hand and official seal of office, this 17th day of May, 2016.


Notary Public

[NOTARIAL SEAL]

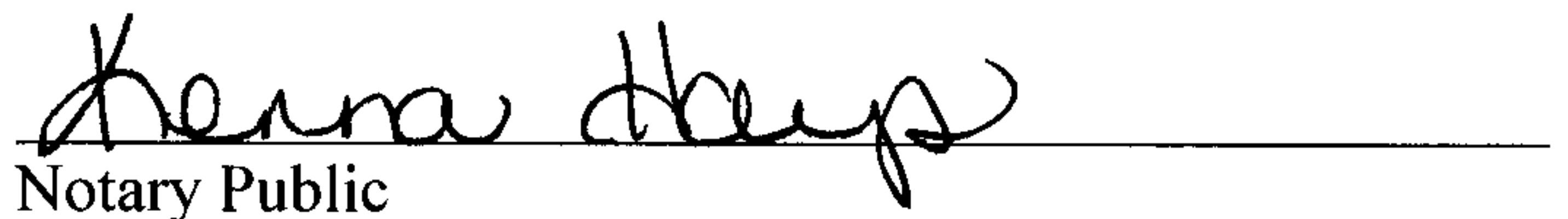
My Commission Expires: _____



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dian Wilson, whose name as Vice President of REGIONS BANK, an Alabama banking corporation acting in its capacity as Trustee under the Trust Indenture of The Utilities Board of the City of Helena dated as of April 1, 2002, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation in its capacity as Trustee as aforesaid.

GIVEN under my hand and official seal of office, this 18 day of May, 2016.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

MY COMMISSION EXPIRES SEPTEMBER 18, 2018

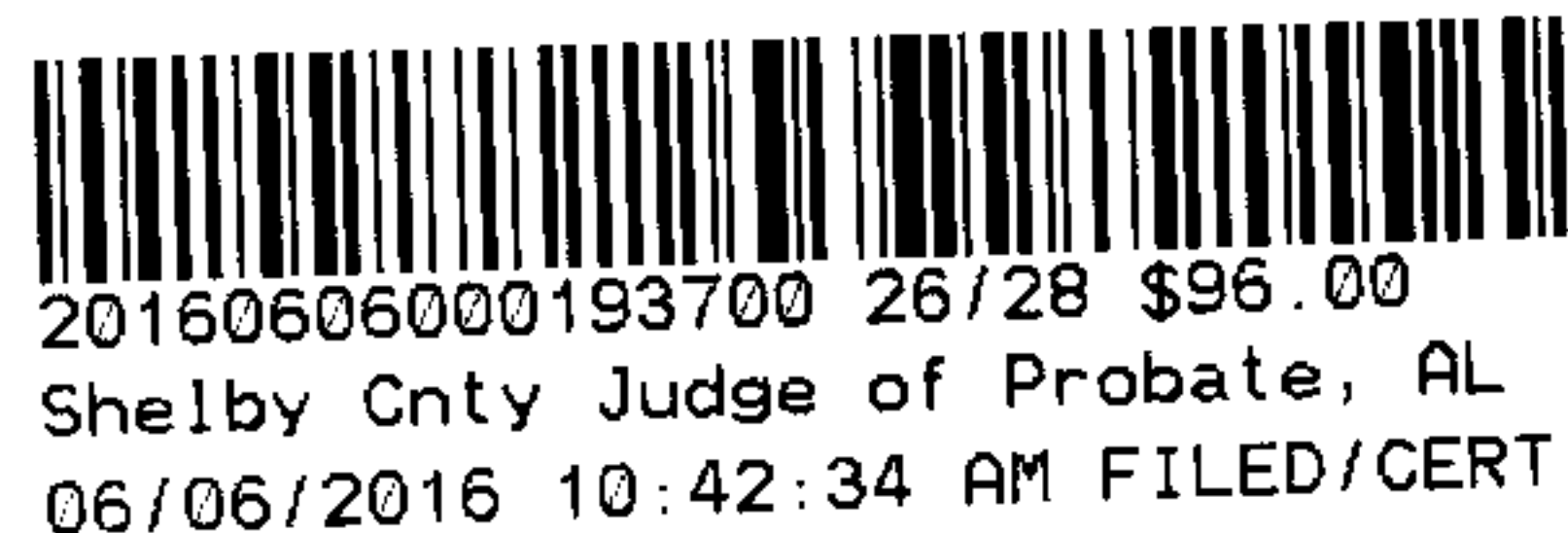


EXHIBIT A

REQUISITION NO. _____

**FOURTH SUPPLEMENTAL INDENTURE
THE UTILITIES BOARD OF THE CITY OF HELENA
WATER AND SEWER REVENUE BONDS
SERIES 2016**

This Requisition is submitted pursuant to that certain Fourth Supplemental Indenture between The Utilities Board of the City of Helena (the "Board") and Regions Bank (the "Trustee") dated as of May 1, 2016. Except as set forth herein, capitalized terms used herein shall have the meanings ascribed thereto by the Trust Indenture dated as of April 1, 2002, as supplemented and amended by the First Supplemental Indenture dated as of March 1, 2006, the Second Supplemental Indenture dated as of May 1, 2007, the Third Supplemental Indenture dated as of August 1, 2015 and by a Fourth Supplemental Indenture dated as of May 1, 2016 (together the "Indenture") between the Board and Trustee. The undersigned hereby makes a requisition for the disbursement of proceeds for the Construction Fund and support thereof states:

1. The amount to be reimbursed is \$_____ and a voucher, invoice or other documentary evidence or certificate verifying the same is attached hereto.

2. The name and address of the person, firm or corporation to whom the check shall be written is as follows:

3. Payment is due to the person listed below:

4. The payment is for (description of the work, the property that was acquired and/or expenses incurred:

5. The above payment was properly incurred and was a proper charge as provided in the Fourth Supplemental Indenture and has not been the basis of any previous requisition and disbursement.



The payment requested herein was used solely for the payment of the costs of Improvements as defined in the Fourth Supplemental Indenture.

6. Either:


(a) No "private business use" as defined in the Internal Revenue Code of 198 and applicable Treasury Regulations will be made of the property with respect to the acquisition, installation, and construction for which reimbursement is sought, or

(b) The work was described in the Non-Arbitrage and Tax Certificate delivered by the Board contemporaneously with the issuance of the Series 2016 Bonds.

IN WITNESS WHEREOF, the undersigned has caused this requisition to be executed on this the ____ day of _____, 20__.

THE UTILITIES BOARD OF THE CITY OF HELENA

By: _____
Authorized Board Representative


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